Amherst Town Board

Regular Meeting of the Town Board

Minutes

5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Monday, December 18, 2023 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

II. INVOCATION

Deputy Supervisor Bucki

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on December 18, 2023 at Amherst Municipal Building, 5583 Main Street, Williamsville, NY.

Attendee Name	Organization	Title	Status	Arrived
Brian J. Kulpa	Town of Amherst	Supervisor	Present	
Deborah Bruch Bucki	Town of Amherst	Deputy Supervisor	Present	
Jacqualine Berger	Town of Amherst	Councilmember	Present	
Shawn Lavin	Town of Amherst	Councilmember	Present	
Michael Szukala	Town of Amherst	Councilmember	Present	
Francina J. Spoth	Town of Amherst	Town Clerk	Present	
Timothy Koller	Town of Amherst	Deputy Town Clerk	Present	
Samuel A Alba	Town of Amherst	Sr. Deputy Town Attorney	Present	
Daryl Bramer	Town of Amherst	Comptroller	Present	
Dan Howard	Town of Amherst	Planning Director	Present	
Lynda Juul	Town of Amherst	Director of Finance	Present	

V. MINUTES APPROVAL

1. Monday, December 04, 2023

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

VI. PROCLAMATIONS AND ANNOUNCEMENTS

Supervisor & Town Board to honor:

- Patrick Lucey, Superintendent, Highway Department
- Deborah Bruch Bucki, Deputy Supervisor, Councilmember

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. Resolution 2023-1006

Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-4482)

AGENDA ITEM : DECEMBER 18th, 2023

TO: **Town Board**

FROM: **Martin J. Polowy, Esq., Town Attorney**

DATE: **December 12, 2023**

RE: **2024 Fire Protection District Contracts:**
***Fire Protection District No. 1 - Autumn Harvest (CRS#4469)**
***Fire Protection District No. 2 - Lamm Post (CRS#4470)**
***Fire Protection District No. 3 - Lehn Springs (CRS#4471)**
***Fire Protection District No. 4 - Mill Street (CRS#4472)**
***Fire Protection District No. 15 - Park Club (CRS#4473)**
***Fire Protection District No. 16 - Williamsville-Sheridan (CRS#4474)**
*** ***
Fire Protection District No. 9 - Ellicott Creek Volunteer Fire Company, Inc. (CRS#4477)
***Fire Protection District No. 11 - Getzville Fire Company, Inc. (CRS#4478)**
***Fire Protection District No. 14 - Main Transit Fire Department, Inc. (CRS#4479)**
***Fire Protection District No. 10 - North Amherst Fire (CRS#4480)**
***Fire Protection District No. 18 - North Bailey Fire Company, Inc. (CRS#4481)**

***Fire Protection District No. 13 - East Amherst Fire (CRS#4475)**
***Fire Protection District No. 12 - Swormville Fire Dept., Inc. (CRS#4482)**

A Public Hearing is scheduled for this evening at 7:00 p.m. to approve the above-referenced Fire Protection Contracts for the 2024 calendar year.

After the Public Hearing has been deemed closed, kindly pass a resolution authorizing the Supervisor to execute each contract referenced above and attached hereto pending successful completion of the Contract Routing System (CRS).

Thank you.

MAP:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments,* **Agenda Item - December 18, 2023**)

12/18/2023
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:05 PM.

Sam Alba, Senior Deputy Town Attorney, presented.

James Gramkee, 143 Ruskin Rd - asked questions

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:17 PM.

A motion to adopt was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

2. Resolution 2023-623

1350 Eggert Road Rezoning

Request to rezone 1350 Eggert Road from OB-TNB-1 to TI-2.5.

7/24/2023
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. The public hearing was opened at 8:14 PM.

Sean Hopkins, Esq. presented.

The following speakers spoke in opposition:
Ray Volpe, 302 Crosby Blvd
Dan Dolloff, 278 Crosby Blvd
Susan Aureli, 312 Crosby Blvd
Pamela & John Sander, 34 Olney Dr
Kristen Lane, 37 Olney Dr
Janice Colvin, 49 Olney Dr
Jessica Kerr, 22 Olney Dr

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the hearing until August 21st, seconded by Councilmember Lavin and unanimously approved 5-0.

8/21/2023
Supervisor Kulpa made a motion to adjourn the hearing until September 18th at the earliest, for the petitioner to submit information regarding a storm water mitigation plan, a traffic analysis and to hold a meeting with the residents within the 600 ft. radius, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

12/4/2023
A motion to adjourn was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

12/18/2023
A motion to adjourn was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 2/5/2024 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala	

VIII. DEVELOPMENT REVIEW ACTIONS

1. Resolution 2023-1007

SEQR Determination (420 New Road, Z-2023-08)

RESOLVED, that pursuant to 6NYCRR Part 617 of the State Environmental Quality Review Act (SEQRA) and Town Code Chapter 104, as amended, the Town Board is deemed the Lead Agency for those actions which it has sole discretionary power, including but not limited to rezoning decisions and adoptions of local laws, and be it further

RESOLVED, that this Town Board as SEQR Lead Agency has reviewed a request for a rezoning at 420 New Road and has identified the areas of environmental concern,

thoroughly analyzed them for significant adverse impact, including any concerns and/or recommendations from other agencies, and be it further

RESOLVED, that the requirements of SEQR are now complete therefore this Town Board issues the attached Negative Declaration as its determination of environmental significance, for the subject action.

12/18/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

2. Resolution 2023-956

Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR are complete, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of October 19, 2023 that the proposed Suburban Residential District 3 (R-3) zoning at 420 New Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#_____) to amend the Town Zoning map.

12/4/2023
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 8:48 PM.

Joseph Rubino presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the December 18th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 8:54 PM.

12/18/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

3. Resolution 2023-1008

SEQR Determination (4774 & 4780 Sheridan Drive, Z-2023-07)

RESOLVED, that pursuant to 6NYCRR Part 617 of the State Environmental Quality Review Act (SEQRA) and Town Code Chapter 104, as amended, the Town Board is deemed the Lead Agency for those actions which it has sole discretionary power, including but not limited to rezoning decisions and adoptions of local laws, and be it further

RESOLVED, that this Town Board as SEQR Lead Agency has reviewed a request for a rezoning at 4774 & 4780 Sheridan Drive and has identified the areas of environmental concern, thoroughly analyzed them for significant adverse impact, including any concerns and/or recommendations from other agencies, and be it further

RESOLVED, that the requirements of SEQR are now complete therefore this Town Board issues the attached Negative Declaration as its determination of environmental significance, for the subject action.

12/18/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and approved 4-1 (nay, Bucki).

RESULT:	**ADOPTED [4 TO 1]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Berger, Lavin, Szukala
NAYS:	Bucki

4. Resolution 2023-957

Adoption of Local Law to Amend the Zoning Map (4774 & 4780 Sheridan Drive, Z-2023-07)

DRAFT RESOLUTION

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR are complete, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of October 19, 2023 that the proposed Residential District 4 zoning at 4774 & 4780 Sheridan Drive is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#_____) to amend the Town Zoning map subject to the following conditions as recommended by the Planning Board:

1. That the density of the project site shall not exceed 4.4 units per acre.

2. That the use of the project site to be rezoned from R-3 to R-4 shall be limited to two (2) unit-attached townhomes only.

3. That the maximum allowable height of any residential building on the project site as measured from finished grade shall be thirty-five (35) feet.

4. That the project site's contaminated soil be remediated to residential standards under the purview of, and in accordance with the NYSDEC's Brownfield Cleanup Program.

5. That the conditions stated above shall be memorialized via the recording of a Declaration of Restrictions at the Erie County Clerk's Office.

12/4/2023

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. The public hearing was opened at 8:54 PM.

Sean Hopkins, Esq., presented.

The following speakers spoke in opposition:
Sharon Easterbrook, 80 Tristan Ln
Alicia Schreier, 79 Tristan Ln

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the December 18th Town Board meeting, seconded by Councilmember Lavin and unanimously approved 5-0. The public hearing was closed at 9:23 PM.

12/18/2023

Councilmember Berger made a motion to adjourn to the second Town Board meeting in January, seconded by Councilmember Szukala and unanimously approved 5-0.

1/22/2024

Supervisor Kulpa made a motion to adjourn, seconded by Councilmember Berger and unanimously approved 5-0.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 1/22/2024 7:00 PM**
MOVER:	Jacqualine Berger, Councilmember	
SECONDER:	Michael Szukala, Councilmember	
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala	

5. Resolution 2023-1009

ISSUANCE OF SUPPLEMENTAL FINDINGS STATEMENT 772 North Forest Road, 385 Maple Road & 391 Maple Road

WHEREAS, on October 6, 2023 this Town Board issued a positive SEQR declaration for a Planned Unit Development (PUD) application and conceptual development plan for the proposed Amherst Central Park at 772 North Forest Road, 385 Maple Road and 391 Maple Road, commonly known as the former Westwood Country Club Golf Course Property, and

WHEREAS, pursuant to 6NYCRR Part 617 of the State Environmental Quality Review Act (SEQRA) and Town Code Chapter 104, as amended, the Town Board is deemed the Lead Agency for the proposed development of the Property, and

WHEREAS, a final generic environmental impact statement (FGEIS) and SEQRA Findings were previously prepared by the Town of Amherst for a proposed mixed-use development on the subject Property, and this Town Board has determined that a supplemental generic environmental impact statement is necessary for the planned unit development application and development plan for the proposed community park, and

WHEREAS, as part of the Positive SEQR declaration issued by this Town Board on October 6, 2023 the Town indicated that it would be preparing a supplemental generic environmental impact statement (SGEIS) and has subsequently notified all interested and involved agencies of its intent to prepare such supplement, and

WHEREAS, a draft supplemental generic environmental impact statement (DSGEIS) was prepared by the Town, and

WHEREAS, on October 16, 2023 this Town Board determined that the draft supplemental generic environmental impact statement (DSGEIS) was adequate for public review and directed the Town Clerk to prepare and issue a notice of completion pursuant to 617.12(a)(iii) of the SEQR regulations to allow adequate time for comment by the interested /involved agencies and the general public, and

WHEREAS, a final supplemental generic environmental impact statement (FSGEIS) has been prepared by the Town to address public and agency comments, and

WHEREAS, this Town Board issued the final supplemental generic environmental impact statement (FSGEIS) on December 4, 2023, and

WHEREAS, a Supplemental Findings Statement has been prepared by the Town based upon the SGEIS, and

WHEREAS, the Town Board seeks to issue the Supplemental Findings Statement, and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby issues the attached Supplemental Findings Statement, which is incorporated herein; and

BE IT FURTHER RESOLOVED that, the Town Clerk is hereby directed to file a copy of the attached Supplemental Findings Statement as set forth below:

A. Copies of the Supplemental Findings Statement shall be emailed simultaneously to the involved and interested agencies; and

B. Copies of said Supplemental Findings Statement shall be filed in the office of the Town Clerk for the Town of Amherst and made available for public inspection and review and placed on the Town's "Pending Development Projects" web page.

12/18/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

6. Resolution 2023-1010

Approval of Planned Unit Development For 772 North Forest Road, 385 Maple Road & 391 Maple Road

WHEREAS, the Town Board seeks to convert the 772 North Forest Road, 385 Maple Road, and 391 Maple Road ("Property") from an abandoned private golf course to a community park to include cultural, recreational and civic public spaces called the Amherst Central Park; and

WHEREAS, the Town intends to develop the Property pursuant to the Planned Unit Development ("PUD") Process set forth in Section 6-9 of the Zoning Code, as the Property is in excess of 30 acres; and

WHEREAS, the Town Board prepared the Planned Unit Development Application for the Property, as amended on October 13, 2023, which is attached hereto and incorporated herein as Exhibit 1 ("PUD Application"); and

WHEREAS, pursuant to Zoning Code 6-9-2, the PUD Application sets forth the adjustments to the regulations, standards, and criteria of the Zoning Ordinance for the Amherst Central Park to implement the Conceptual Development Plan set forth therein; and

WHEREAS, the PUD Application sets forth the adjustments that will govern the development of the Property, including but not limited to the allowable uses at the Property; and

WHEREAS, the PUD Application establishes the creation of the Amherst Central Park (ACP) Planning Team that will implement the improvements authorized in Amherst Central Park through the ACP Facility Improvement Review Process; and

WHEREAS, the Town Board referred the PUD Application to the Planning Board for review and recommendation; and

WHEREAS, the Planning Director prepared a staff report and provided same to the Planning Board; and

WHEREAS, the Planning Board conducted a public hearing on November 16, 2023; and

WHEREAS, the Planning Board recommended to the Town Board approval of the PUD application on November 16, 2023; and

WHEREAS, the Town Board held a public hearing on the PUD Application on December 4, 2023; and

WHEREAS, the Town Board prepared and issued a Supplemental Generic Environmental Impact Statement ("SGEIS") pursuant to the State Environmental Quality Review Act ("SEQRA") on December 4, 2023; and

WHEREAS, the Town Board issued a Supplemental Findings Statement based upon the SGEIS on December 18, 2023; and

WHEREAS, the Town conducted a Local Waterfront Revitalization Program Plan Consistency Review pursuant to the Town of Amherst Local Waterfront Revitalization Program ("LWRP"); and

WHEREAS, the Town board now desires to make a decision on the PUD Application,

NOW, THEREFORE, BE IT RESOLVED,

A. The PUD Application is consistent with the Town of Amherst Local Waterfront Revitalization Program;

B. The PUD Application is hereby approved in its entirety, including the adjustments to the regulations, standards, and criteria of the Zoning Ordinance, as set forth therein;

C. The uses set forth in the PUD Application will be allowed in the Amherst Central Park;

D. The ACP Planning Team is hereby established to implement all improvements authorized in Amherst Central Park. The ACP Planning Team includes, but is not limited to, the Director of Facilities (Expansion Coordinator of Special

Projects), the Town Engineer, the Town Architect, the Building Commissioner, the Planning Director, and a Police/Fire representative.

e. The ACP Planning Team shall utilize the ACP Facility Improvement Review Process set forth in the PUD Application in its implementation of the projects set forth in the PUD Application, as well as any other uses allowed in the underlying Recreation Conservation ("RC") district.

12/18/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

IX. PERSONAL APPOINTMENTS TO BOARDS & COMMITTEES

Board Appointments - Amherst Conservation Advisory Council, Board of Ethics, Historic Preservation, IDA, Planning, Recreation, Recycling & Waste, Traffic Safety and the Zoning Board of Appeals.

NOTE - The number of vacancies is listed after the Committee name.

1. **9/11 Commemoration Committee**

   Membership is unlimited.

2. **Amherst Committee on Disabilities (6)**

3. **Amherst Community Diversity Commission (4)**

4. **Amherst Conservation Advisory Council (5)**

5. **Amherst Government Financial Advisory Board**

   Membership is full.

6. **Amherst Industrial Development Agency**

   Membership is full.

7. **Amherst Veterans Committee (6)**

8. **Arts & Culture in Public Places Board**

9. Board of Assessment Review

Membership is full.

10. Board of Electrician Examiners

Membership is full.

11. Board of Ethics (1)

12. Board of Plumbing and Drainage Examiners

Membership is full.

13. Design Advisory Board

14. Employee Suggestion Program Merit Award Board

Membership is full.

15. Employee Suggestion Review Committee

16. Energy Conservation Citizens Advisory Committee (3)

17. Freedom of Information Law (FOIL) Board

18. Glen Park Joint Board

19. Historic Preservation Commission

Membership is full.

20. Information Technology Advisory Committee (1)

21. Library Board of Trustees

Membership is full.

22. Minority / Woman Owned Business (4)

23. Open Government Advisory Board (7)

24. Planning Board

Membership is full.

25. Recreation Commission (1)

26. Recycling and Waste Committee (3)

27. Senior Services Advisory Board (6)

28. Traffic Safety Board

Membership is full.

29. Youth Board

Adult vacancies (6), Youth vacancies (0)

30. Zoning Board of Appeals

X. PUBLIC EXPRESSION

This is an opportunity for residents to <u>comment</u> on matters involving Amherst other than those pertinent to Public Hearings that day. <u>Speakers will be limited to 3 minutes.</u>

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. Public Expression was opened at 7:30 PM.

The following speakers addressed the Town Board:
Marsha Shapiro, 100 Deville Cir - Resolution 2023-957
Sean Hopkins, Esq. - Resolution 2023-957
Christine & Brian Koziol, 59 Kingswaye Dr - 166 Klein Road project
Alicia Schreier, 79 Tristan Ln - Resolution 2023-957
Sharon Caleca, 88 Tristan Ln - Resolution 2023-957
Edgar DeLeon, 50 Jordan Rd - Resolution 2023-957
Alexis Alfasso, 60 Jordan Rd - Resolution 2023-957
Don Smith, 201 N Long St - transparency
Bill Blake, 147 Fairlawn Rd - tax hike
Dennis Szywala, 31 Bentley Ct - 166 Klein Road project
Danny Farrell, 92 Parkhaven Dr - tax hike
David Granville, 4790 Sheridan Dr - Resolution 2023-957
Andrea Morgante, 253 Woodshire Ct - transparency
Shelly Schratz, 1952 Kensington Ave - transparency
Tod Craggs, 1974 Langdon Rd - Resolution 2023-976
Tom Mislin, 32 Joliet Ln - tax hike
Kimberly Gabel, 41 Presidents Walk - tax hike and Westwood project
David Borchard, 57 Plantation Ct - Audubon golf course
Mark Rivard, 132 Fleetwood Ter - Resolution 2023-957
Tom Weisbeck, 48 Drawbridge Ct - streetlights
Wendy Smiley, 92 Fleetwood Ter - Resolution 2023-957
Beverly Cuviello, 91 Fleetwood Ter - Resolution 2023-957
Kathy Eiss, 130 Jordan Rd - Resolution 2023-957
Judy Ferraro, 213 Donna Lea Blvd - transparency
Georgine Tripodi, 199 Burbank Dr - streetlights
Adam Nethero, 29 Kingswaye Dr - 166 Klein Road project
Jennifer Snyder-Haas, 183 Fairways Blvd - Resolution 2023-1010
Dennis Hoban, 216 California Dr - tax hike
Joe Stalteri, 23 Rinewalt St - brownfield cleanup
James Gramkee, 143 Ruskin Rd - Resolutions 2023-1049, 1050 & 1051
Kathy Aquilina, 215 Maple Rd - Bond projects
Joe Voytovich, 35 Bucyrus Dr - sewer project grant & streetlights
Samantha Smith, 60 Fruehauf Ave - Resolution 2023-957 & 166 Klein Road project
Bob Drdul, 92 Chateau Ter - transparency

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 5-0.

Public Expression was closed at 10:11 PM.

XI. CONSENT AGENDA

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

B. DEPUTY SUPERVISOR BUCKI:

C. COUNCILMEMBER BERGER:

D. COUNCILMEMBER LAVIN:

1. Resolution 2023-1011

Request to Schedule a Public Hearing

Please schedule a public hearing for the Local Law to Amend the Code of the Town of Amherst To Enhance Transparency and Participation in the Town of Amherst Budget Process at the first Town Board meeting in February.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Councilmember
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

E. COUNCILMEMBER SZUKALA:

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2023-1012

Adoption of Local Law Amending Chapter 121 of the Code of the Town of Amherst, Historic Preservation

AGENDA ITEM : DECEMBER 18TH, 2023

TO: **Town Board**

FROM: **Martin A. Polowy, Esq., Town Attorney**

DATE: **December 13, 2023**

RE: **A Local Law Amending Chapter 121 of the Code of the Town of Amherst, Historic Preservation**

At its meeting held on December 4, 2023, the Town Board closed the Public Hearing on the above matter. In this regard, kindly adopt a resolution approving the attached Local Law as final.

Thank you.

NMB:hs
Attachment
c: Tim Koller, Deputy Town Clerk (*w/attachment*)
Mark S. Berke, PE, Commissioner of Building (*w/attachment*)
James Quinn, Assistant Planner (*w/attachment*)

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

2. Resolution 2023-1013

Non-Exclusive Permanent Public Drainage Easement Agreement (CRS #4493) - PB Investors, LLC

AGENDA ITEM : DECEMBER 18th, 2023

TO: **Town Board**

FROM: **Martin A. Polowy, Esq., Town Attorney**

DATE: **December 12, 2023**

RE: **Non-Exclusive Permanent Public Drainage Easement Agreement (CRS #4493)**
PB Investors LLC - 1720-1740 & 1760 Maple Road

Kindly adopt a resolution authorizing the Supervisor to execute the above-referenced agreement pending successful completion of the Contract Routing System.

The Town Attorney's Office has already reviewed the agreement and finds it acceptable for placement on the Town Board agenda for approval and signature by the Supervisor.

Thank you.

MAP:nmb
c: Tim Koller, Deputy Town Clerk
(**Agenda Item - December 18, 2023**)
Nora B. Roshaw, Esq., Senior Deputy Town Attorney
Sean W. Hopkins, Esq.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

3. Resolution 2023-1014

Regency Builders - 166 Klein Road (Regency Commons)

AGENDA ITEM : DECEMBER 18th, 2023

TO: **Town Board**

FROM: **Martin A. Polowy, Esq., Town Attorney**

DATE: December 12, 2023

RE: Regency Builders, LLC
166 Klein Road (Regency Commons)

Kindly adopt the following resolution with respect to the above matter:

WHEREAS, on February 16, 2023, the Town of Amherst Planning Board granted Preliminary Plat Approval for a nineteen (19) lot residential subdivision to be located at 166 Klein Road; and

WHEREAS, Condition No. 4 as contained in the attached resolution adopted by the Town of Amherst Planning Board on February 16, 2023 stated as follows: "That the ownership status of the proposed waterline and sanitary sewer line be determined by the Town Board in consultation with the Town Attorney;" and

WHEREAS, the residential subdivision will require Final Plat Approval from the Town of Amherst Planning Board;

THEREFORE BE IT RESOLVED, that the Town Board hereby approves allowing the sanitary sewer and water infrastructure to be owned by the Town of Amherst subject to the following conditions:

1.) The Petitioner shall grant the Town of Amherst (the "Town") the necessary non-exclusive easements for the purpose of accessing the private roadway, sanitary sewer and water infrastructure improvements, the private on-site stormwater management system and the ditch that bisects the eastern portion of 166 Klein Road (the "Project Site"). The content and form of the Easement Agreement shall be reviewed and approved by the Town Attorney's Office prior to recording at the Erie County Clerk's Office. A recorded copy of the Easement Agreement shall be provided to the Town Attorney's Office, the Engineering Department and the Planning Department.

2.) The Petitioner shall keep the Project site clear of all obstructions. The Petitioner shall be responsible for the restoration of disturbed areas (including landscaping) on the Project Site in the event the Town determines it is necessary to make maintain or make repairs to the sanitary sewer and water infrastructure improvements. In the event that a structure, appurtenance, tree and/or fence is necessary in the opinion of the Town to be removed to maintain or make repairs to the sanitary sewer and water infrastructure improvements, the Petitioner shall reimburse the Town for the cost of removing the obstruction and the Petitioner shall be responsible to replace such items after the maintenance and/or repair is complete. Petitioner shall be responsible for all costs related to utility conflicts encountered during the maintenance and/or repair of the sanitary sewer and water infrastructure improvements and shall reimburse the Town for any costs incurred by the Town due to said conflicts.

3.) The Town shall have no responsibility with respect to maintenance, repairs or replacement of sanitary and water laterals that will service the homes to be constructed on the Project Site.

4.) The Petitioner shall be responsible for the restoration of disturbed areas of the Project Site in the event of an emergency situation such that the Town determines it is necessary to maintain or make repairs to the on-site private

stormwater management system. The Town shall not have any legal obligation to make repairs to the private on-site stormwater management system.

5.) In the event that the private roadway has not been plowed and the Town or emergency personnel require access to the Project Site in an emergency situation, the Town shall have the right to plow the roadway and Petitioner shall be required to reimburse the Town for the cost of the plowing of the private roadway. The Town shall not have any legal obligation to plow the private roadway.

6.) The Petitioner shall indemnify and hold harmless the Town and its employees and agents from and against any and all claims, demands, causes of actions, suits, damages, counsel fees, and all other actual and reasonable costs and expenses associated with the defense of Town, arising out of or incurred in defense of any claim, proceeding, or action brought for personal injury or property damage arising from Town use of the easements be conveyed to the Town in accordance with Condition No. 1 or the activities specified in Conditions No. 2 to No. 5.

7.) The Petitioner shall be required to build all public infrastructure to Town of Amherst and Erie County Water Authority standard specifications and obtain all required PIPs and subsequent approvals from the Town of Amherst Town Board and ECWA for the private roadway and all public infrastructure.

8.) The Petitioner shall be required to provide the Town of Amherst with a copy of the Offering Plan for the project once it has been approved by the NYS Attorney General Office.

9.) Conditions No. 1 to 9 shall be memorialized via the recording of a Declaration of Restrictions at the Erie County Clerk's Office. The content and form of the Declaration of Restrictions shall be reviewed and approved by the Town Attorney's Office prior to recording at the Erie County Clerk's Office. A recorded copy of the Declaration of Restrictions shall be provided to the Town Attorney's Office and the Planning Department. The Town Board shall not approve any PIPs for the project until such time that the Petitioner has complied with Condition No. 9 above.

MAP:nmb

Attachment

c: Timothy Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item - December 18, 2023**)

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

B. TOWN CLERK:

1. Resolution 2023-1015

New Firefighter for Main-Transit Fire Department

New firefighter for the Main-Transit Fire Department lives in the Town of Amherst and resides within the Main-Transit fire district.

David Koseoglu
280 Presidio Pl
Williamsville, NY 14221

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

2. Resolution 2023-1016

New Firefighter for Swormville Fire Company

New firefighter for the Swormville Fire Company lives in the Town of Amherst and resides within the Swormville fire district.

Taylor Sheehan
10A Southcreek Ct
East Amherst, NY 14051

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

3. Resolution 2023-1017

New Firefighters East Amherst Fire Department

New firefighters for East Amherst Fire Department as one lives in the Town of Clarence and one in the Town of Amherst. Both reside within the East Amherst fire district.

Kristen Kern
8290 Stahley Road
East Amherst, NY 14051

Nathan Secor
131 Autumn Creek Court
East Amherst, NY 14051

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

4. Resolution 2023-1018

New Firefighter for North Bailey Fire Company

New firefighter for the North Bailey Fire Company lives in the Town of Amherst and resides within the North Bailey fire district.

James Lawton
551 Sweet Home Road
Amherst, NY 14226

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

1. Resolution 2023-1019

2024 NFBOA Conference

Requesting Town Board approval to allow 17 Code Enforcement Officers to attend the 2024 NFBOA Educational Conference being held at the Buffalo/Niagara Marriott, 1340 Millersport Highway, Amherst, NY 14221 on January 29-31, 2023. Educational in-service training is a state requirement.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

2. Resolution 2023-1020

FLBOA Conference

Requesting Town Board approval to allow 9 Code Enforcement Officers to attend the 2024 Finger Lakes Educational Conference being held in Henrietta, NY on March 13-15, 2024. Educational in-service training is a state requirement.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

3. Resolution 2023-1021

Edmunds Govtech Software (IPS) Maintenance Contract CRS #4468

Please authorize the Supervisor to sign the contract between the Town of Amherst, Building Department and Edmund GovTech Inc., 301 Titon Road, Northfield, New Jersey 08225.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

4. Resolution 2023-1022

Change Order No. 1 & Final Quantity Adjustment; Rodriguez Construction Group, Inc., Veterans Canal Park – Capital Improvements Project

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which decreases the overall contract by $2,452.00. This change will reduce the overall project costs to reflect actual quantities utilized during construction.

Please note that the above request is contingent pending successful completion of the contract review procedure.

As per the above, the project above shall reduce funding required from the project associated with account KP2229.4972.

Thank you for considering this request.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

E. CENTRAL ALARM:

1. Resolution 2023-1023

Scheduling & Payroll Software CRS #4427

Request the Supervisor sign an agreement with TimeClock Plus, LLC for the purchase of Aladtech computer software to assist in scheduling, tracking accruals, time sheet and payroll. This will eliminate cumbersome and time consuming manual calculations. Agreement signing is subject to successful completion of the Contract Routing System.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

F. COMPTROLLER:

1. Resolution 2023-1024

Budget Transfers and Amendments

For December 18, 2023 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 12/13/2023
Re: Various Department Budget Transfers / Amendments

I have received the following request(s) requiring budget transfers and / or amendments. Based on my review, I ask that the Town Board approve the following list;

BUDGET TRANSFERS - 2023

FROM:	***TO:***
N1842.4000 HOME Acq- Contractual $60,323.32	N1841.4000 HOME Closing $60,323.32

N2042.4000 HOME Acq- Contractual $227,998.03 N2041.4000 HOME Closing $227,998.03
Requested per department to close out accounts.

BUDGET AMENDMENTS - 2023

INCREASE: ***INCREASE:***

A3120.05001 Police Office - Refund of C/Y Exp. $100.00 A3120.4430 Miscellaneous $100.00
A3122.02410 Police - Bailey Ave. Rentals $9,950.00 A3122.4220 Buildings & Grounds $9,950.00
To increase budget for miscellaneous refunds, Bailey Ave. rentals and repairs for use of range.

N2350.02785 TON Rehab- PI $32,346.00 N2350.4000 Contractual $32,346.00
N2353.02785 TON Admin- PI $3,594.00 N2353.4003 Admin $3,594.00
To recognize Community Development program income from 326 Wrexham, Tonawanda.

N2323.02785 TON Admin- PI $170.00 N2323.4003 Admin $170.00
To recognize Community Development program income from 169 Hillcrest, Amherst.

A3121.04389 Police- Federal Grant $3,630.80 A3121.1200 Overtime $2,906.00
A3121.8030 FICA $222.31
A3121.8050 Retirement $502.49
To recognize revenue received for red team exercise grant.

N2240.02785 AMH HOME- PI $10,881.73 N2240.4000 Contractual $10,881.73
N2254.02785 HOME Admin- PI $1,209.08 N2254.4003 10% Admin $1,209.08
To recognize Community Development program income from 106 Hartford, Amherst.

N2344.02785 Cheek HOME- PI $14,915.70 N2344.4000 Contractual $14,915.70
N2349.02785 Cheek Admin- PI $1,657.30 N2349.4003 10% Admin. $1,657.30
To recognize Community Development program income from 67 Gualbert, Cheektowaga.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

G. CONTRACT COMPLIANCE:

1. Resolution 2023-976

Award Bid #2023049 Transportation of Stabilized Sludge Cake, Grit & Screenings - CRS #4434 & 4435

WHEREAS, bids were received on November 2, 2023 for Bid #2023049 Transportation of Stabilized Sludge Cake, Grit & Screenings; and

WHEREAS, three (3) bids were received as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid as follows: Line items 1 & 2

for a 12-month term to the low-bidder Stancor, LLC.; Line items 1A, 1B, 2A, and 2B for a 12-month term to the low-bidder Modern Disposal; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contracts with Stancor, LLC and Modern Disposal; and

BE IT FURTHER RESOLVED, that approval of the contract with Modern Disposal is pending successful completion of the Contract Routing System, as some contract paperwork is still needed.

12/4/2023
Supervisor Kulpa made a motion to adjourn, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

2. Resolution 2023-1025

Award Bid #2023051 Town Wide Hardware for Local Pick Up - CRS #4418

WHEREAS, the Contract Compliance and Administration Department received bids on November 9, 2023 for Bid #2023051 Town Wide Hardware for Local Pick Up; and

WHEREAS, the bid process resulted in responses from one (1) vendor, as per the attached bid analysis form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award the bid to Ed Youngs Towne Hardware.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Ed Youngs Towne Hardware.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

3. Resolution 2023-1026

Award Bid #2023054 Truck & Heavy Duty Equipment Parts & Service - CRS #4451, 4452, 4453 & 4454

WHEREAS, the Contract Compliance and Administration Department received bids on November 16, 2023 for Bid #2023054 Truck & Heavy Duty Equipment Parts & Service; and

WHEREAS, the bid process resulted in a response from four (4) vendors, as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award the bid, as per the highlighted line items on the attached bid analysis, to Fleet Maintenance, Inc. (CRS #4451), Conway Beam Truck Group (CRS #4452), Five Star Equipment, Inc. (CRS #4453) and D & W Diesel, Inc. (CRS #4454); and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contracts with the above named vendors.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

H. COURT:

I. ECONOMIC DEVELOPMENT:

1. Resolution 2023-1027

2024 NFBOA Conference Attendance

Requesting Town Board approval to allow Economic Development Small Business Liaison, Ben Ansell, to attend the 2024 NFBOA Educational Conference being held at The

Buffalo/Niagara Marriott, 1340 Millersport Highway, Amherst NY 14221 on January 29-31, 2024. Educational in-service training is a state requirement.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

2. Resolution 2023-1028

Authorization to Sign Incentive Proposal with Empire State Development CRS #4429

WHEREAS, the Town of Amherst owns and operates a sanitary sewer collection system, which conveys sewer flows received from residential, commercial, and industrial users within the Town to the Water Pollution Control Facility (WPCF) on Tonawanda Creek Road; and

WHEREAS, in June of 2021 the Town completed the "Westside Interceptor Evaluation Report" to evaluate the key sewers within the Boulevard Central District (including Opportunity Zone Census Tract 92) the Niagara Falls Boulevard Collector, the Peanut Line, and the West Side Interceptor; and

WHEREAS, the Report evaluated the capacity of the existing sewer infrastructure and proposed upgrades to increase capacity to support existing service connections and future development; and

WHEREAS, with this Report, the Town was awarded $31 million in funding through the Regional Economic & Community Assistance program from Empire State Development to support the Town of Amherst with the West Amherst Infrastructure Project in the Boulevard Central District; and now therefore

BE IT RESOLVED, that the Town Board authorizes the Supervisor to complete and sign the Incentive Proposal with Empire State Development for the West Amherst Infrastructure Project, CRS #4429.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

J. EMERGENCY SERVICES:

K. ENGINEERING SERVICES:

1. Resolution 2023-1029

Change Order #1 & Final – Peak Construction Group, LLC. Audubon Library Expansion – Phases I & II TOA Job # 2019.048 CRS No. 4514

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sigh the above referenced Change Order, which increases the overall contract by $15,705.69. This change will cover the net costs associated with material and scope adjustments and also materials substitutions that were requested and completed during the construction of the library expansion. Attached is the list of the proposals and back up information for your reference.

Please note that the above request is contingent pending successful completion of the contract review procedure. Upon acceptance of this change order, the final payment for this contract shall not be made until all lien release documentation is received and to the satisfaction of the Town Attorney.

Funding for this contract shall be from project account KP2126.4972.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

2. Resolution 2023-1030

Change Order #2 & Final –The Peyton Barlow Construction, Inc. - General Contract Rebid of Amherst Community Policing and Training Center Restroom and Interior Renovations TOA Job # 2018.036B CRS No. 4512

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which increases the overall contract by $1,395.00. This change will cover the cost associated with installing additional conduit, wiring, and an outlet to provide power to the an automatic shut off valve being installed on the fire protection water service line as required by Erie County Water Authority.

Please note that the above request is contingent pending successful completion of the contract review procedure.

Funding for this contract shall be from project account KP 2102.4972.

Thank you for considering this request.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

3. Resolution 2023-1031

Proposal for Design Services for Bridge NY Replacement of Reist Street Culvert CHA Consulting, Inc. Town Job # 2021.014; PIN 5765.04 CRS ID# 4513

The Town of Amherst's application for the full replacement of a storm water culvert under Reist Street was approved for funding through the Bridge NY program in the amount of $797,950. Bridge NY culvert funding is entirely State-funded as a funded reimbursement program administered by the New York State Department of Transportation (NYSDOT).

During the grant preparation phase, this office solicited fifteen (15) professional engineering firms on the Local Design Services Agreement (LDSA) list. Thirteen (13) firms responded with an expression of interest and supplemental proposal. Qualifications were scored by committee in accordance with the NYSDOT Procedures for Locally Administered Federal Aid Projects. CHA Consulting, Inc. was determined as the preferred design consultant after scoring was tallied (scoring summary attached).

We are in receipt of a proposal in the amount of $159,768.89 from CHA Consulting, Inc. to provide engineering design services including study & report, preliminary design, final design, ROW incidentals and bidding/negotiation phases. The design fee is 100% reimbursable through the Bridge NY program in accordance with State Local Agreement, Town Board Resolution 2023-892.

At this time, we request the Town Board approve the expenditure of the above-described proposal by CHA Consulting, Inc. at a total cost of $159,768.89 (100% State funded). First

instance funding is identified in the upcoming 2024-2029 CIP Project E-2 and available immediately in an account to be determined by the Town Comptroller. This request is pending the successful completion of the contract review procedure. Thank you for considering this request.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

L. FINANCE:

M. HIGHWAY

1. Resolution 2023-1032

Authorize Supervisor to Sign GOETZ ENERGY CORP. FUEL CONTRACT EXTENSION - CRS #4489/3080

WHEREAS, GOETZ ENERGY CORPORATION, has a New York State contract for the purchase of Gasoline, Group 05600, Award Number 23237, Contract Number PC#69517and this contract is open to Political subdivisions: and

NOW, THEREFORE BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the contract with GOETZ ENERGY CORPORATION for the Town of Amherst to piggyback on the NYS-OGS contract from 12/17/2021 through 12/14/2023 with extension through 12/13/2024. This contract is subject to the Contract Routing System (CRS #4489 (Extension) and CRS #3080 (Original)) and the approval of the Town Attorney.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

N. HUMAN RESOURCES:

1. Resolution 2023-1033

Clerk Typist/Court

Please appoint a Clerk Typist to the Court. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective December 19, 2023 at an annual salary of $29,058, Grade 2, Step A for Lucia Bordonaro-Hamilton.

Replacing an employee who resigned.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

2. Resolution 2023-1034

Laborer/Youth & Recreation (2 Positions)

Please appoint (2) two Laborers to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective December 19, 2023 at an hourly rate of $17.40 ph, Grade 3, Step A for Frank Pieber and Matthew Luraschi.

Contingent upon completing all pre-employment requirements.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

3. Resolution 2023-1035

Refuse Control Officer/Highway Department

Please appoint a Refuse Control Officer to the Highway Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective December 19, 2023 at an annual salary of $55,288, Grade 13, Step C for Anthony Paterno.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

4. Resolution 2023-1036

Messenger/Building Maintenance/Facilities

Please appoint a Messenger to the Building Maintenance/Facilities Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective January 2, 2024 at an hourly rate of $15.71, Grade 2, Step C for Jennifer Bennett.

Contingent upon completing all pre-employment requirements.

Replacing an employee who is retiring.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

5. Resolution 2023-1037

Laborer/Building Maintenance/Facilities

Please appoint a Laborer to the Building Maintenance/Facilities Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective January 2, 2024 at an hourly rate of $17.40, Grade 3, Step A for Andrew Bezinque.

Contingent upon completing all pre-employment requirements.

Replacing an employee who retired.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

6. Resolution 2023-1038

Public Safety Dispatcher/Central Fire Alarm

Please appoint a Public Safety Dispatcher to Central Fire Alarm. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective December 19, 2023 at an hourly rate of $22.542, Step 1 for Matthew Avery.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

Due to an employee being promoted.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

7. Resolution 2023-1039

Police Officer/Police Department (5 Positions)

Please appoint ~~six~~ ~~(6)~~ five (5) Police Officers to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII (c). Effective January 15, 2024 at an annual salary of $67,171. Contingent upon successful completion of all pre-employment requirements and Erie County Civil Service Rules and Regulations for Daniel Lalama, Erica Vollmer, Matthew Genau, Kyle Harris and Owen Davis.

Replacing employees due to retirements and a resignation.

12/18/2023
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Berger. A motion to amend was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

RESULT:	**ADOPTED AS AMENDED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

8. Resolution 2023-1040

Detective/Police Department

Please appoint a Detective to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective January 4, 2024 at an annual salary of $100,741 for Katherine Frieh.

This appointment fills a vacancy from a retirement and is a promotion for an employee serving as Police Officer.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

O. INFORMATION TECHNOLOGY:

P. PLANNING:

1. Resolution 2023-1041

To Authorize the Community Development Staff to Exceed the $60,000 Total Loan Limit for Housing Rehabilitation Assistance

WHEREAS, Town Community Development staff originates and approves housing rehabilitation loans up to $60,000 for eligible homeowners using HOME & CDBG funds; and

WHEREAS, a homeowner(s) on Hancock Drive needs substantial work done to her home and has a previous HUD loan of $13,000; and

WHEREAS, the homeowner has substantial equity in the property; and

WHEREAS, Community Development staff is requesting permission to extend additional housing rehabilitation loan funds to this homeowner not to exceed a total of $50,000;

NOW THEREFORE, be it resolved that the Town of Amherst authorizes Community Development staff to exceed the $60,000 total loan limit using CDBG funding for this household, not to exceed a total loan amount of $50,000 for the new work proposed.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Q. POLICE:

1. Resolution 2023-1042

Grant Agreement Purchase of Drones & Accessories (CRS #4432) New York State Division of Criminal Justice Services (NYSDCJS)

TOWN BOARD AGENDA ITEM: DECEMBER 18, 2023

TO: **Town Board**

FROM: **Scott P. Chamberlin, Chief of Police**

RE: **Grant Agreement**

Purchase of Drones & Accessories (CRS #4432)
New York State Division of Criminal Justice Services (NYSDCJS)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached grant agreement between the Town of Amherst (Police) and the New York State Division of Criminal Justice Services (NYSDCJS) with regard to the above-entitled matter. This agreement has successfully completed the Contract Routing Process.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: December 18, 2023)**

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

2. Resolution 2023-1043

Grant Agreement Community Policing Funds (CRS #4459) County of Erie

TOWN BOARD AGENDA ITEM: DECEMBER 18, 2023

TO: **Town Board**

FROM: **Scott P. Chamberlin, Chief of Police**

RE: **Grant Agreement**
Community Policing Funds (CRS #4459)
County of Erie

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached grant agreement between the Town of Amherst (Police) and the County of Erie with regard to the above-entitled matter. Approval of this agreement is contingent upon the successful completion of the Contract Routing Process.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: December 18, 2023)**

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

3. Resolution 2023-1044

Memorandum of Understanding Flock Group, Inc. (CRS #4460) Web Based Programming

TOWN BOARD AGENDA ITEM: DECEMBER 18, 2023

TO: **Town Board**

FROM: **Scott P. Chamberlin, Chief of Police**

RE: **Memorandum of Understanding**
Flock Group, Inc. (CRS #4460)
Web Based Programming

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached memorandum of understanding between the Town of Amherst (Police) and the Flock Group, Inc. with regard to the above-entitled matter. This MOU has successfully completed the Contract Routing process.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: December 18, 2023)**

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

4. Resolution 2023-1045

Digital Surveillance Solutions (DSS) (CRS #4462) Upgrade Various Cameras Within the Highway Department

TOWN BOARD AGENDA ITEM: DECEMBER 18, 2023

TO: **Town Board**

FROM: **Scott P. Chamberlin, Chief of Police**

RE: **Digital Surveillance Solutions (DSS) (CRS #4462)**
Upgrade various cameras within the Highway Department

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached contract between the Town of Amherst (Police) and Digital Surveillance Solutions, Inc. (DSS), 485 Cayuga Road, Buffalo New York, 14225 with regard to the above-entitled matter. Approval of this contract is contingent upon the successful completion of the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: December 18, 2023)**

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

5. Resolution 2023-1046

Delta-Sonic Carwash Systems, Inc. (CRS #4483) Townwide Car Wash Contract

TOWN BOARD AGENDA ITEM: DECEMBER 18, 2023

TO: **Town Board**

FROM: **Scott P. Chamberlin, Chief of Police**

RE: **Delta-Sonic Carwash Systems, Inc. (CRS #4483)**
Townwide Car Wash Contract

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached contract between the Town of Amherst (Police) and Delta-Sonic Carwash Systems, Inc., with regard to the above-entitled matter. Approval of this contract is contingent upon the successful completion of the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: December 18, 2023)**

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

6. Resolution 2023-1047

GP Flooring Solutions (CRS #4495) APD HQ 1St Floor Hallway Flooring Replacement

TOWN BOARD AGENDA ITEM: DECEMBER 18, 2023

TO: **Town Board**

FROM: **Scott P. Chamberlin, Chief of Police**

RE: **GP Flooring Solutions (CRS #4495)**
APD HQ 1st Floor Hallway Flooring Replacement

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached contract between the Town of Amherst (Police) and GP Flooring Solutions, with regard to the above-entitled matter. Approval of this contract is contingent upon the successful completion of the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: December 18, 2023)**

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

R. SENIOR SERVICES:

1. Resolution 2023-1048

Erie County Senior Services Congregate Dining CRS #4502

We respectfully request Town Board permission to authorize the Supervisor to sign the Congregate Dining contract between the Town of Amherst (Senior Services) and Erie County Senior Services upon successful completion of the Routing process.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

2. Resolution 2023-1049

Increase in Fees

We respectfully request Town Board and the Supervisor to approve the increase in the yearly fee to have the Senior Center newsletter mailed.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

3. Resolution 2023-1050

Increase in Membership Fees

We respectfully request the Town Board and the Supervisor approve the request to increase the Amherst Senior Center Lifetime membership rate for Amherst residents.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

4. Resolution 2023-1051

Suspension of New Non-Amherst Resident Senior Center Memberships

We respectfully request Town Board and the Supervisors permission to suspend any new non-Amherst resident memberships for the year 2024 and to increase the annual non-Amherst resident membership fee to $50 per person.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

S. SEWER/PLANT 16:

1. Resolution 2023-1052

TOA Bid 2023031 Sodium Hypochlorite Contract Extension JCI Jones Chemicals, Inc. CRS No. 4503

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with JCI Jones Chemicals, Inc. The terms and conditions within Town of Amherst Bid 2023031 Sodium Hypochlorite shall remain the same. This extension would run from date of Town Board Approval by the Town of Amherst through August 12, 2024.

Funds for this request are available in G9916-4820/4830

This request is pending successful completion of the contract review process.

Thank you for considering this request.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

2. Resolution 2023-1053

TOA Bid 2022037 Ferric Chloride Contract Extension PVS Technologies, Inc. CRS No. 4492

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with PVS Technologies, Inc. The terms and conditions within Town of Amherst Bid 2022037 Ferric Chloride shall remain the same. This extension would run from date of Town Board Approval by the Town of Amherst through January 02, 2025.

Funds for this request are available in G9916-4800

This request is pending successful completion of the contract review process.

Thank you for considering this request.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

3. Resolution 2023-1054

Purchase of Three (3) 1" High Pressure Orange Sewer Hose CRS No. 3072

We are requesting Town Board approval to purchase three (3) 1" High Pressure Orange Sewer Hose (2500 PSI) per Town Bid #2021037 Sewer Hose. The purchase is from Joe Johnson Equipment for a total cost of $ 6,345.21 per the awarded contract.

Funding for this purchase is available from budget code G9000 2550 which requires Town Board approval.

Thank you for considering this request.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

T. YOUTH AND RECREATION:

1. Resolution 2023-1055

Travel Authorization

Authorize Eric Guzdek and Linda Groff to attend the USA Hockey Annual Winter Meeting in Orlando, FL from 1/24-1/28/24. Costs will be paid by the NYS Amateur Hockey Association.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

2. Resolution 2023-1056

Extension Agreement (Gopher Sport) - CRS #4467

Authorize the Supervisor to sign an agreement (CRS #4467) with Prophet Corporation d/b/a Gopher Sport extending CRS #2689 through October 3, 2024.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

3. Resolution 2023-1057

Software Subscription & Web Hosting Services - CRS #4504

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and RC Systems, Inc. for RecPro software, SSL certificate, and web hosting services for 2023-2024, pending successful completion of the contract routing process.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2023-140

Request to Set a Public Hearing for the Second Meeting in January 2024

At your meeting of December 18, 2023 please set the second public hearing for the FY 2024 Community Development Annual Action Plan for your second meeting in January 2024.

12/18/2023
Consent

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

2. Communication 2023-141

Correspondence from Chris Pack

Letter from Chris Pack regarding unsafe conditions for pedestrian traffic on Sunset Court.

12/18/2023
Referred to Traffic & Safety and Highway

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

3. Communication 2023-142

Supplemental Summons & Amended Complaint: Fifth Third Bank, N.A. Vs. Town of Amherst Et Al.

12/18/2023
Referred to Town Attorney

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

4. Communication 2023-143

Summons & Complaint: Mary Ann Casarella and Gary Casarella Vs. Town of Amherst Et Al.

12/18/2023
Referred to Town Attorney

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

5. Communication 2023-144

Summons & Complaint: Susan McKie and Richard McKie Vs. Town of Amherst Et Al.

12/18/2023
Referred to Town Attorney

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

XVI. PUBLIC IMPROVEMENT PERMITS

XVII. SUSPENSION OF RULES

Supervisor Kulpa moved to open Suspension of Rules to bring forth 2 unlisted items. The motion was seconded by Deputy Supervisor Bucki and unanimously approved 5-0. Suspension of Rules was opened at 10:14 PM.

There being no further business requiring Suspension of Rules, Supervisor Kulpa moved to close, seconded by Councilmember Lavin and unanimously approved 5-0. Suspension of Rules was closed at 10:16 PM.

1. Resolution 2023-1058

Lawley Insurance Proposal/Binder ($TBD) (CRS #4505)

SUSPENSION AGENDA ITEM : DECEMBER 18TH, 2023

TO: **Town Board**

FROM: **Martin A. Polowy, Esq., Town Attorney**

DATE: **December 18, 2023**

RE: **Lawley Insurance Proposal/Binder ($TBD) (CRS #4505)**
Excess A - [$377,998.00] (CRS #4506)
Excess B (Part 1) - $5 Million Excess $10 Million [$158,625.00] (CRS #4507)
Excess B (Part 2) - $5 Million Excess $15 Million (Excluding Law Enforcement) [$62,423.02] (CRS #4507)
Excess B (Part 3) - $5 Million Excess $15 Million (Law Enforcement Only) [$38,849.19] (CRS #4507)
Property - Travelers ($277,989.00 Premium + $852.00 Fire Fee) (CRS #4508)
Crime - Travelers ($4,584) (CRS #4509)
Excess Workers Comp. - ($152,959.00)(CRS #4510)
Cyber Insurance - Cowbell Insurance ($82,291.00) (CRS #4511)

Kindly adopt a resolution (1) authorizing the Supervisor or the Town Attorney to bind insurance coverage in the amounts outlined above; and (2) authorizing the Supervisor to execute all related contracts and insurance binders with respect to the specific coverages pending successful completion of the Contract Routing System (CRS).

Thank you.

MAP:nmb
c: Tim Koller, Deputy Town Clerk
(**Suspension Agenda Item - December 18, 2023**)
Lynda Juul, Director of Finance
Daryl C. Bramer, CPA, Town Comptroller

12/18/2023
A motion to approve was made by Deputy Supervisor Bucki, seconded by Councilmember Berger and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Deborah Bruch Bucki, Deputy Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

2. Resolution 2023-1059

Purchase of One 8.5’ X 16’ Enclosed Trailer CRS #4518

Agenda - December 18, 2023

Honorable Town Board
Town of Amherst

5583 Main Street
Williamsville, New York 14221

RE: Purchase of one 8.5’ X 16’ Enclosed Trailer
CRS No. 4518

Councilmembers:

We are requesting Town Board approval to purchase an 8.5’ X 16’ enclosed trailer to be used for confined space operations (quote bid tab is attached). The purchase is from L.O.E Trailer sales of WNY LLC, 40 Connecting Blvd, N. Tonawanda, NY 14120 for a total cost of $ 12,234.70 per the lowest quote.

Funding for this purchase is available from budget code G9000-2550 which requires Town Board approval.

This request is pending successful completion of the contract review process.

Thank you for considering this request.

Sincerely,

Jeffrey S. Burroughs, P.E.
Town Engineer

12/18/2023
A motion to approve was made by Deputy Supervisor Bucki, seconded by Councilmember Lavin and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Deborah Bruch Bucki, Deputy Supervisor
SECONDER:	Shawn Lavin, Councilmember
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

XVIII. PUBLIC EXPRESSION #2

This is an opportunity for residents to <u>comment</u> on matters involving Amherst other than those pertinent to Public Hearings that day. <u>Speakers will be limited to 3 minutes.</u>

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0. Public Expression was opened at 10:16 PM.

The following speakers addressed the Town Board:

Joe Stalteri, 23 Rinewalt St - reassessment
Dennis Szywala, 31 Bentley Ct - 166 Klein Road project
Jane Cox, 4584 Harlem Rd - thanked Debbie Bucki
Nick Alterio, 111 Four Seasons E - Resolution 2023-1011
Don Smith, 201 N Long St - thanked Debbie Bucki and public participation
Tom Frank, 5403 Main St - Resolution 2023-1010
Alicia Schreier, 79 Tristan Ln - Resolution 2023-957
Christine Koziol, 59 Kingswaye Dr - 166 Klein Road project
James Gramkee, 143 Ruskin Rd - Town budget

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. Public Expression was closed at 10:39 PM.

XIX. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. The Town Board meeting of December 18, 2023 was adjourned at 10:39 PM.

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 28335 **RESOLUTION 2023-1006** **ADOPTED**

Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-4482)

AGENDA ITEM : DECEMBER 18th, 2023

TO: **Town Board**

FROM: **Martin J. Polowy, Esq., Town Attorney**

DATE: **December 12, 2023**

RE: **2024 Fire Protection District Contracts:**
***Fire Protection District No. 1 - Autumn Harvest (CRS#4469)**
***Fire Protection District No. 2 - Lamm Post (CRS#4470)**
***Fire Protection District No. 3 - Lehn Springs (CRS#4471)**
***Fire Protection District No. 4 - Mill Street (CRS#4472)**
***Fire Protection District No. 15 - Park Club (CRS#4473)**
***Fire Protection District No. 16 - Williamsville-Sheridan (CRS#4474)**
*** ***
Fire Protection District No. 9 - Ellicott Creek Volunteer Fire Company, Inc. (CRS#4477)
***Fire Protection District No. 11 - Getzville Fire Company, Inc. (CRS#4478)**
***Fire Protection District No. 14 - Main Transit Fire Department, Inc. (CRS#4479)**
***Fire Protection District No. 10 - North Amherst Fire (CRS#4480)**
***Fire Protection District No. 18 - North Bailey Fire Company, Inc. (CRS#4481)**
***Fire Protection District No. 13 - East Amherst Fire (CRS#4475)**
***Fire Protection District No. 12 - Swormville Fire Dept., Inc. (CRS#4482)**

A Public Hearing is scheduled for this evening at 7:00 p.m. to approve the above-referenced Fire Protection Contracts for the 2024 calendar year.

After the Public Hearing has been deemed closed, kindly pass a resolution authorizing the Supervisor to execute each contract referenced above and attached hereto pending successful completion of the Contract Routing System (CRS).

Thank you.

MAP:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments,* **Agenda Item - December 18, 2023**)

12/18/2023
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:05 PM.

Sam Alba, Senior Deputy Town Attorney, presented.

James Gramkee, 143 Ruskin Rd - asked questions

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:17 PM.

A motion to adopt was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

Amounts and accounts as shown in approved 2024 Budget.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

TOWN OF AMHERST
CONTRACT FOR FIRE AND EMERGENCY SERVICES

DISTRICT NO. 1 (2024)
AUTUMN HARVEST FIRE PROTECTION DISTRICT

WITH THE VILLAGE OF WILLIAMSVILLE

THIS AGREEMENT, made this ___ day of December, 2023 and between the Town Board of the Town of Amherst, acting on behalf of Autumn Harvest Fire Protection District No.1, Party of the First Part, and the Village of Williamsville, a municipal corporation having its principal office and place of business located at 5565 Main Street, Village of Williamsville, Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, The Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Autumn Harvest Fire Protection District No.1, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 21st day of March, 1949, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by Hutchinson Hose Company, within the Village of Williamsville, Town of Amherst, County of Erie and State of New York as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2024AutumnHarvestFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475;

Attachment: 2024AutumnHarvestFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475;

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and equipment for the furnishing of fire protection and emergency services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second part agrees to furnish such protection and services in the manner following to wit:

FIRST: The Party of the Second part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient personnel and apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus and personnel to come to the aid or assistance of the party of the Second part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York. The Chief of the Williamsville Fire Department shall, except in the case of fire or first aid emergencies, be the final judge as to whether or not any incident constitutes an emergency requiring the professional assistance of the Department.

Attachment: 2024AutumnHarvestFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475;

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Williamsville Fire Department duly constituted pursuant to the provision of Section 209B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2024 and including the 31st day of December, 2024. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical and rescue services as aforesaid, the Town of Amherst shall pay to the Party of the

Second Part the sum of Fifty-Nine Thousand Five Hundred Two Dollars and Fifteen Cents ($59,502.15).

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2024 for the 2024 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

Attachment: 2024AutumnHarvestFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475;

Attachment: 2024AutumnHarvestFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475;

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Town Supervisor

VILLAGE OF WILLIAMSVILLE

BY: _____
Christine L. Hunt, Mayor

HUTCHINSON HOSE COMPANY INC.

By: _____
Joseph Doerfler, President

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Christine L. Hunt known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2024AutumnHarvestFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475;

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Joseph Doerfler, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2024AutumnHarvestFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475;

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2024AutumnHarvestFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475;

Attachment: 2024LammPostFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

TOWN OF AMHERST
CONTRACT FOR FIRE AND EMERGENCY SERVICES

DISTRICT NO. 2 (2024)
LAMM POST FIRE PROTECTION DISTRICT

WITH THE VILLAGE OF WILLIAMSVILLE

THIS AGREEMENT, made this ___ day of December, 2023 and between the Town Board of the Town of Amherst, acting on behalf of Lamm Post Fire Protection District No.2, Party of the First Part, and the Village of Williamsville, a municipal corporation having its principal office and place of business located at 5565 Main Street, Village of Williamsville, Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, The Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Lamm Post Fire Protection District No.2, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 21st day of March, 1949, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by Hutchinson Hose Company, within the Village of Williamsville, Town of Amherst, County of Erie and State of New York as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2024LammPostFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and equipment for the furnishing of fire protection and emergency services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second part agrees to furnish such protection and services in the manner following to wit:

FIRST: The Party of the Second part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient personnel or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus and personnel to come to the aid or assistance of the party of the Second part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York. The Chief of the Williamsville Fire Department shall, except in the case of fire or first aid emergencies, be the final judge as to whether or not any incident constitutes an emergency requiring the professional assistance of the Department.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Williamsville Fire Department duly constituted pursuant to the provision of Section 209B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2024 and including the 31st day of December, 2024. Pursuant to Volunteer Firefighter Benefits Law §30 (11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical and rescue services as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of Twenty-Two Cents ($0.22).

Attachment: 2024LammPostFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

Attachment: 2024LammPostFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2024 for the 2024 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or

returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Town Supervisor

VILLAGE OF WILLIAMSVILLE

BY: _____
Christine L. Hunt, Mayor

HUTCHINSON HOSE COMPANY INC.

By: _____
Joseph Doerfler, President

Attachment: 2024LammPostFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Christine L. Hunt, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2024LammPostFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Joseph Doerfler, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2024LammPostFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2024LammPostFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

Attachment: 2024LehnSpringsFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

TOWN OF AMHERST
CONTRACT FOR FIRE AND EMERGENCY SERVICES

DISTRICT NO. 3 (2024)
LEHN SPRINGS FIRE PROTECTION DISTRICT

WITH THE VILLAGE OF WILLIAMSVILLE

THIS AGREEMENT, made this ___ day of December, 2023 and between the Town Board of the Town of Amherst, acting on behalf of Lehn Springs Fire Protection District No. 3, Party of the First Part, and the Village of Williamsville, a municipal corporation having its principal office and place of business located at 5565 Main Street, Village of Williamsville, Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, The Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Lehn Springs Fire Protection District No.3, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 21st day of March, 1949, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by Hutchinson Hose Company, within the Village of Williamsville, Town of Amherst, County of Erie and State of New York as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2024LehnSpringsFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and equipment for the furnishing of fire protection and emergency services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second part agrees to furnish such protection and services in the manner following to wit:

FIRST: The Party of the Second part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient personnel or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus and personnel to come to the aid or assistance of the party of the Second part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York. The Chief of the Williamsville Fire Department shall, except in the case of fire or first aid emergencies, be the final judge as to whether or not any incident constitutes an emergency requiring the professional assistance of the Department.

Attachment: 2024LehnSpringsFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Williamsville Fire Department duly constituted pursuant to the provision of Section 209B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2024 and including the 31st day of December, 2024. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical and rescue services as aforesaid, the Town of Amherst shall pay to the Party of the

Second Part the sum of Eleven Thousand Seven Hundred Twenty-Three Dollars and Ninety-Two Cents ($11,723.92).

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2024 for the 2024 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

Attachment: 2024LehnSpringsFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

Attachment: 2024LehnSpringsFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Town Supervisor

VILLAGE OF WILLIAMSVILLE

BY: _____
Christine L. Hunt, Mayor

HUTCHINSON HOSE COMPANY INC.

By: _____
Joseph Doerfler, President

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Christine L. Hunt, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2024LehnSpringsFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

Attachment: 2024LehnSpringsFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Joseph Doerfler, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2024LehnSpringsFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

Attachment: 2024MillStreetFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

TOWN OF AMHERST
CONTRACT FOR FIRE AND EMERGENCY SERVICES

DISTRICT NO. 4 (2024)
MILL STREET FIRE PROTECTION DISTRICT

WITH THE VILLAGE OF WILLIAMSVILLE

THIS AGREEMENT, made this ___ day of December, 2023 and between the Town Board of the Town of Amherst, acting on behalf of Mill Street Fire Protection District No.4, Party of the First Part, and the Village of Williamsville, a municipal corporation having its principal office and place of business located at 5565 Main Street, Village of Williamsville, Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, The Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Mill Street Fire Protection District No.4, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 21st day of March, 1949, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by Hutchinson Hose Company, within the Village of Williamsville, Town of Amherst, County of Erie and State of New York as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2024MillStreetFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and equipment for the furnishing of fire protection and emergency services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second part agrees to furnish such protection and services in the manner following to wit:

FIRST: The Party of the Second part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient personnel or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus and personnel to come to the aid or assistance of the party of the Second part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York. The Chief of the Williamsville Fire Department shall, except in the case of fire or first aid emergencies, be the final judge as to whether or not any incident constitutes an emergency requiring the professional assistance of the Department.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Williamsville Fire Department duly constituted pursuant to the provision of Section 209B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2024 and including the 31st day of December, 2024. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical and rescue service as aforesaid, the Town of Amherst shall pay to the Party of the

Attachment: 2024MillStreetFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

Second Part the sum of Ten Thousand Nine-Hundred Forty-Eight Dollars and Eighty-Seven Cents ($10,948.87).

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2024 for the 2024 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

Attachment: 2024MillStreetFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Town Supervisor

VILLAGE OF WILLIAMSVILLE

BY: _____
Christine L. Hunt, Mayor

HUTCHINSON HOSE COMPANY INC.

By: _____
Joseph Doerfler, President

Attachment: 2024MillStreetFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Christine L. Hunt known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2024MillStreetFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Joseph Doerfler, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2024MillStreetFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2024MillStreetFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

Attachment: 2024ParkClubFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

TOWN OF AMHERST
CONTRACT FOR FIRE AND EMERGENCY SERVICES

DISTRICT NO. 15 (2024)
PARK CLUB FIRE PROTECTION DISTRICT

WITH THE VILLAGE OF WILLIAMSVILLE

THIS AGREEMENT, made this ____ day of December, 2023 and between the Town Board of the Town of Amherst, acting on behalf of Park Club Fire Protection District No.15, Party of the First Part, and the Village of Williamsville, a municipal corporation having its principal office and place of business located at 5565 Main Street, Village of Williamsville, Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, The Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Park Club Fire Protection District No.15, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 21st day of March, 1949, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by Hutchinson Hose Company, within the Village of Williamsville, Town of Amherst, County of Erie and State of New York as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and equipment for the furnishing of fire protection and emergency services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second part agrees to furnish such protection and services in the manner following to wit:

FIRST: The Party of the Second part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient personnel or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus and personnel to come to the aid or assistance of the party of the Second part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York. The Chief of the Williamsville Fire Department shall, except in the case of fire or first aid emergencies, be the final judge as to whether or not any incident constitutes an emergency requiring the professional assistance of the Department.

Attachment: 2024ParkClubFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Williamsville Fire Department duly constituted pursuant to the provision of Section 209B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2024 and including the 31st day of December, 2024. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical and rescue service as aforesaid, the Town of Amherst shall pay to the Party of the

Attachment: 2024ParkClubFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

Second Part the sum of Forty-Three Thousand One Hundred Sixty-Six Dollars and Twenty-Nine Cents ($43,166.29).

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2024 for the 2024 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

Attachment: 2024ParkClubFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Town Supervisor

VILLAGE OF WILLIAMSVILLE

BY: _____
Christine L. Hunt, Mayor

HUTCHINSON HOSE COMPANY INC.

By: _____
Joseph Doerfler, President

Attachment: 2024ParkClubFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Christine L. Hunt, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2024ParkClubFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

Attachment: 2024ParkClubFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Joseph Doerfler, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2024ParkClubFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

Attachment: 2024WilliamsvilleSheridanFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-

TOWN OF AMHERST
CONTRACT FOR FIRE AND EMERGENCY SERVICES

DISTRICT NO. 16 (2024)
WILLIAMSVILLE-SHERIDAN FIRE PROTECTION DISTRICT

WITH THE VILLAGE OF WILLIAMSVILLE

THIS AGREEMENT, made this ___ day of December, 2023 and between the Town Board of the Town of Amherst, acting on behalf of Williamsville-Sheridan Fire Protection District No.16, Party of the First Part, and the Village of Williamsville, a municipal corporation having its principal office and place of business located at 5565 Main Street, Village of Williamsville, Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, The Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Williamsville Sheridan Fire Protection District No.16, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 21st day of March, 1949, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by Hutchinson Hose Company, within the Village of Williamsville, Town of Amherst, County of Erie and State of New York as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2024WilliamsvilleSheridanFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and equipment for the furnishing of fire protection and emergency services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second part agrees to furnish such protection and services in the manner following to wit:

FIRST: The Party of the Second part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient personnel or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus and personnel to come to the aid or assistance of the party of the Second part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York. The Chief of the Williamsville Fire Department shall, except in the case of fire or first aid emergencies, be the final judge as to whether or not any incident constitutes an emergency requiring the professional assistance of the Department.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Williamsville Fire Department duly constituted pursuant to the provision of Section 209B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection, with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2024 and including the 31st day of December, 2024. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical and rescue services as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of Two Hundred Ninety-Nine Thousand Three Hundred Ninety-Five Dollars and Forty-Five Cents ($299,395.45).

Attachment: 2024WilliamsvilleSheridanFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-

Attachment: 2024WilliamsvilleSheridanFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2024 for the 2024 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or

returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Town Supervisor

VILLAGE OF WILLIAMSVILLE

BY: _____
Christine L. Hunt, Mayor

HUTCHINSON HOSE COMPANY INC.

By: _____
Joseph Doerfler, President

Attachment: 2024WilliamsvilleSheridanFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Christine L. Hunt, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2024WilliamsvilleSheridanFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Joseph Doerfler, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2024WilliamsvilleSheridanFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2024WilliamsvilleSheridanFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 05/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Evans Agency, LLC 6460 Main Street Suite 200 Williamsville NY 14221	**CONTACT NAME:** Christopher Ross **PHONE (A/C, No, Ext):** (716) 549-3500 **FAX (A/C, No):** (716) 926-8690 **E-MAIL ADDRESS:** cross@evansagencyins.com
INSURED Village Of Williamsville 5565 Main Street Williamsville NY 14221	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** New York Municipal Ins. Reciprocal **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 23-24 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		MPLVWLVL001	06/01/2023	06/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 1,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			MCAVWLVL001	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			MECVWLVL001	06/01/2023	06/01/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 10,000,000 $ 20,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is included as an additional insured on the General Liability, as required per written and executed contract.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ian K Whitlow

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Attachment: VOW.COI23-24 (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-4482))

Additional Named Insureds

Other Named Insureds	
Hutchinson Hose Company	Additional Named Insured
Williamsville Fire Dept	Additional Named Insured

Attachment: VOW.COI23-24 (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-4482))

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Attachment: 2024EastAmherstFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

TOWN OF AMHERST
CONTRACT FOR FIRE PROTECTION

DISTRICT NO. 13 (2024)
EAST AMHERST FIRE DEPARTMENT, INC.

THIS AGREEMENT, made this ___ day of December, 2023, by and between the Town Board of the Town of Amherst, acting on behalf of the East Amherst Fire Protection District No. 13, Party of the First Part, and the East Amherst Fire Department, Inc., located in the Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the Town Board of the Town of Amherst did heretobefore establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the East Amherst Fire Department, Inc., Fire Protection District No.13, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 29th day of December, 1958, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by the East Amherst Fire Department, Inc., and the East Amherst Emergency Rescue and First Aid Squad, as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection and services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency rescue and first aid services to said district, and the Party of the Second Part agrees to furnish such protection in the manner following to wit:

FIRST: The Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer, doctor or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient men or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus to come to the aid or assistance of the Party of the Second Part, said Party of the Second Part representing herein that it is a member of the so-called "Mutual Aid Plan" in effect in the County of Erie, New York.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firemen of the company of Emergency Rescue and First Aid

Attachment: 2024EastAmherstFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

Squad duly constituted pursuant to the provision of Section 209-B of the General Municipal Law shall proceed diligently in every way reasonably suggested to the extinguishment of the fire and/or the saving of lives and property.

SECOND: The Party of the Second Part shall keep and maintain its fire and emergency rescue and first aid apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection, with the necessary volunteer firemen to operate the same in a competent and efficient manner.

THIRD: This contract shall remain in full force and effect from the 1st day of January, 2024 and including the 31st day of December, 2024. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FOURTH: In consideration of furnishing fire protection and emergency rescue and first aid service as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of Seven Hundred Seventy-Four Thousand One Hundred Ten Dollars and Thirty-Seven Cents ($774,110.37).

FIFTH: The Party of the Second Part will keep its fire apparatus and emergency rescue and first aid squad equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds.

Attachment: 2024EastAmherstFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

Attachment: 2024EastAmherstFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

SIXTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer fireman or member of an emergency rescue and first aid of a fire patrol sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

SEVENTH: Payments under this contract shall be due and payable on the 1st day of March, 2024 for the 2024 calendar year.

EIGHTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

NINTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firemen as provided for by law.

TENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Supervisor

EAST AMHERST FIRE DEPARTMENT, INC.

BY: _____
Ken Rusin, President

Attachment: 2024EastAmherstFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Ken Rusin, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2024EastAmherstFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2024EastAmherstFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 06/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Emerling, Floss, Murphy & Associates, LLC. 9092 Main Street Clarence NY 14031	**CONTACT NAME:** Deborah DeLucia **PHONE (A/C, No, Ext):** (716) 631-0190 **FAX (A/C, No):** (716) 631-0198 **E-MAIL ADDRESS:** DDelucia@emsinsurance.com
INSURED East Amherst Fire Department, Inc 9100 Transit Road East Amherst NY 14051	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Ins. Co 19445 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CL236512774 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			VFNU-TR-0011595	06/01/2023	06/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 10,000,000 $ 10,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			VFNU-CM-0011596	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Additional	$ 1,000,000 $ $ $ $ 100,000
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			VFNU-TR-0011595	06/01/2023	06/01/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Amherst is listed as additional insured.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: COIEastAmherst.23-24 (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-4482))

Attachment: 2024EllicottCreekFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

TOWN OF AMHERST
CONTRACT FOR FIRE PROTECTION AND EMERGENCY SERVICES

DISTRICT NO. 9 (2024)
ELLICOTT CREEK VOLUNTEER FIRE CO., INC.

THIS AGREEMENT, made this ____ day of December, 2023, by and between the Town Board of the Town of Amherst, acting on behalf of the Ellicott Creek Fire Protection District No. 9, Party of the First Part, and the Ellicott Creek Volunteer Fire Co., Inc., located in the Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the Town Board of the Town of Amherst did heretobefore establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Ellicott Creek Volunteer Fire Co., Inc., Fire Protection District No. 9, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 30th day of July, 1956, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by the Ellicott Creek Volunteer Fire Co., Inc., and the Ellicott Creek Emergency Rescue and First Aid Squad, as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2024EllicottCreekFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection and services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second Part agrees to furnish such protection in the manner following to wit:

FIRST: The Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient men or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus to come to the aid or assistance of the Party of the Second Part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of Ellicott Creek Volunteer Fire Co., Inc., duly

constituted pursuant to the provision of Section 209-B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2024 and including the 31st day of December, 2024. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical rescue services as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of Seven Hundred Nineteen Thousand Sixty-Five Dollars and Twenty-Five Cents ($719,065.25).

Attachment: 2024EllicottCreekFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

Attachment: 2024EllicottCreekFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of a current certificate of insurance must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2024 for the 2024 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or

returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Supervisor

ELLICOTT CREEK VOLUNTEER FIRE COMPANY, INC.

BY: _____
Paul Dusel, President

Attachment: 2024EllicottCreekFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Paul Dusel, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2024EllicottCreekFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2024EllicottCreekFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

ELLI-C1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Moses Insurance Group WWW.MOSESINSURANCE.COM 5475 Main Street Williamsville, NY 14221-6790 716-634-1212	CONTACT NAME: PHONE (A/C, No, Ext): 716-634-1212 FAX (A/C, No): 716-634-1230 E-MAIL ADDRESS:
INSURED Ellicott Creek Vol. Fire Co. 45 South Ellicott Creek Rd Amherst, NY 14228	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Glatfelter Ins Group INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		VFNU-TR-0008863-03	04/12/2023	04/12/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000, $ 100, $ 5, $ 1,000, $ 10,000, $ 10,000,
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			VFNU-TR-0008863-03	04/12/2023	04/12/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000, $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			VFNU-TR-0008863-03	04/12/2023	04/12/2024	EACH OCCURRENCE AGGREGATE	$ 2,000, $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A				VFNU-TR-0008863-01	04/12/2023	04/12/2024	Real Prop	3,733,

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is Included as additional insured per written and executed contract per general liability form VGL101.

CERTIFICATE HOLDER

Town of Amherst
5583 Main St
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert A Moses

ACORD 25 (2016/03)

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Attachment: COIEllCreek.23-24 (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-4482))

Attachment: COIEIICreek.NorthBaileyEndorsements..23-24 (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475;

EMERGENCY SERVICE ORGANIZATION GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this coverage part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this coverage part. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under **SECTION II. WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V. DEFINITIONS.**

SECTION I. COVERAGES

Coverage A. Bodily Injury and Property Damage Liability

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
   (1) The amount we will pay for damages is limited as described in **SECTION III. LIMITS OF INSURANCE**; and
   (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A, B or C** or medical expenses under **COVERAGE D.**

   No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C.**

b. This insurance applies to "bodily injury" and "property damage" only if:
   (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
   (2) The "bodily injury" or "property damage" occurs during the policy period; and
   (3) Prior to the policy period, no officer, director, commissioner or trustee, and no volunteer or "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew or had reason to know that the "bodily injury" or "property damage" had occurred, in whole or in part. If any such persons knew or had reason to know, prior to the policy period, that the "bodily injury" or "property damage" occurred in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known to have occurred prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed in paragraph b.(3) above, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

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d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed in paragraph b.(3) above:
   (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
   (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
   (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions Applicable to Coverage A

This insurance does not apply to:

a. **Expected or Intended Injury**
"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to expected or intended “bodily injury” or “property damage” resulting from reasonable actions taken to protect persons or property.

b. **Contractual Liability**
"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
   (1) That the insured would have in the absence of the contract or agreement; or
   (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
      (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
      (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. **Workers' Compensation and Similar Laws**
Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law, or any similar law.

d. **Employer's Liability**
"Bodily injury" to:
   (1) An "employee" of the insured arising out of and in the course of employment by the insured, or performing duties related to the conduct of the insured’s business; or
   (2) Any volunteer, if you provide or are required to provide any benefits for such volunteer under any workers’ compensation law, disability benefits law, or any similar law; or
   (3) The spouse, child, parent, brother or sister of that employee or “volunteer” as a consequence of paragraph (1) or (2) above.

   This exclusion applies:
      (a) Whether the insured may be liable as an employer or in any other capacity; and
      (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

   This exclusion does not apply to liability assumed by the insured under an "insured contract".

Attachment: COIEllCreek.NorthBaileyEndorsements..23-24 (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475;

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e. **Pollution**

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water. This exclusion does not apply to:

(1) "Emergency operations" conducted away from premises owned by or rented to you or any fire department, hazardous materials unit, first aid squad, ambulance squad or rescue squad qualifying as an insured under this coverage part; or
(2) "Training operations"; or
(3) Water runoff from the cleaning of equipment used in "emergency operations"; or
(4) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building; or
(5) "Bodily injury" or "property damage" caused by heat, smoke or fumes from a "hostile fire":
    (a) At or from premises you own, rent or occupy; or
    (b) At or from any site or "location" in connection with operations described in (1), (2) or (3) above.

f. **Asbestos**

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials, or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them. This exclusion does not apply to:

(1) "Bodily injury" or "property damage" arising from; or
(2) The costs of abatement, removal or disposal of:

asbestos released as a result of "emergency operations" or "training operations" away from premises which are either owned by, rented to, or occupied by any insured.

g. **Lead, Electromagnetic Radiation, Nuclear**

(1) Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to:
    (a) The toxic properties of lead, or any material or substance containing lead; or
    (b) Electromagnetic radiation;

    or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.
(2) Any loss, cost or expense arising out of any actual, alleged or threatened injury or damage to any person or property from any radioactive matter or nuclear material.

h. **Aircraft, Auto or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading". This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;
(2) A watercraft you do not own that is not being used to carry persons or property for a charge;
(3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
(4) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
(5) A watercraft you own that is:
    (a) Powered by a motor or combination of motors of 100 horsepower or less; or
    (b) Not powered by a motor; or
    (c) A "personal watercraft".

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Insurance Services Office, Inc., with its permission.

Attachment: COIEllCreek.NorthBaileyEndorsements..23-24 (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475;

i. **Mobile Equipment**
"Bodily injury" or "property damage" arising out of:
(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

j. **War**
"Bodily injury" or "property damage", however caused, arising directly or indirectly out of:
(1) War, including undeclared or civil war; or
(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

k. **Damage To Property**
"Property damage" to:
(1) Property you or any insured owns, rents, or occupies;
(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
(3) Property loaned to you or any insured;
(4) Personal property in the care, custody or control of the insured;
(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented or loaned to you for a period of 30 or fewer consecutive days. The Each Occurrence or Medical Incident Limit shown in the Declarations will apply to this coverage.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to “property damage” to personal property belonging to anyone receiving service from any insured because of loss by theft, physical damage or disappearance of such property during the period when volunteers or “employees” of the insured arrive on the scene or while they are rendering service to others and ending when they either leave the scene, complete their service, or transfer care of a transported patient to others. This insurance does not apply to that portion of any loss for which the Named Insured has other valid and collectible insurance. The limit of the company’s liability is the Each Occurrence or Medical Incident Limit stated in the Declarations, subject to a $100 deductible each “occurrence”.

Paragraphs (5) and (6) of this exclusion do not apply to “property damage” resulting from actions taken to protect persons or property.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. **Personal and Advertising Injury**
"Bodily injury" arising out of "personal and advertising injury".

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m. **Sexual Abuse**
"Bodily injury" arising out of the "sexual abuse" of any person. However, this exclusion shall not apply to the Named Insured if no officer, director, commissioner or trustee of the Named Insured knew or had reason to know of the "sexual abuse". Also, we will defend an insured for covered civil action subject to the other terms of this coverage part until either a judgment or final adjudication establishes such an act, or the insured confirms such act.

n. **Professional Health Care Services**
Damages arising or allegedly arising out of providing or failing to provide "professional health care services".

o. **Employment Practices**
"Bodily injury" or "property damage" arising out of your "employment practices".

p. **Product Recall**
Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
(1) "Your product";
(2) "Your work"; or
(3) "Impaired property";
if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through p. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. The Each Occurrence or Medical Incident Limit shown in the Declarations will apply to this coverage.

Coverage B. Personal and Advertising Injury Liability

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
(1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A, B** or **C** or medical expenses under **COVERAGE D.**
No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C.**
b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

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2. Exclusions Applicable to Coverage B

This insurance does not apply to:

a. **Knowing Violation of the Rights of Another**
"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. **Material Published with Knowledge of Its Falsity**
"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. **Material Published Prior to the Policy Period**
"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. **Criminal Acts**
“Personal and advertising injury” arising out of a criminal act committed by or at the direction of any insured.

e. **Contractual Liability**
"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. **Breach of Contract**
"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. **Quality or Performance of Goods**
"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. **Wrong Description of Prices**
"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. **Infringement of Copyright, Patent, Trademark or Trade Secret**
“Personal and advertising injury” arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. However, this exclusion does not apply to infringement, in your “advertisement”, of copyright, trade dress or slogan.

j. **Pollution**
“Personal and advertising injury” arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water.

k. **Professional Health Care Services**
"Personal and advertising injury" arising or allegedly arising out of providing or failing to provide “professional health care services”.

l. **Employment Practices**
"Personal and advertising injury" arising out of your “employment practices”.

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m. **Asbestos**
Any injury, expense, cost, loss, liability or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials.

n. **Lead, Electromagnetic Radiation, Nuclear**
(1) Any injury, expense, cost, loss, liability or legal obligation arising out of or in any way related to:
(a) The toxic properties of lead, or any material or substance containing lead; or
(b) Electromagnetic radiation;
or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.
(2) Any loss, cost or expense arising out of any actual, alleged or threatened injury to any person or property from any radioactive matter or nuclear material.

o. **War**
"Personal and advertising injury", however caused, arising directly or indirectly out of:
(1) War, including undeclared or civil war; or
(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. **Sexual Abuse**
"Personal and advertising injury" arising out of the "sexual abuse" of any person.

Coverage C. Professional Health Care Liability

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of injury arising out of a "medical incident". We will have the right and duty to defend any claim or "suit" seeking those damages. We may at our discretion investigate any "medical incident" and settle any claim or "suit" that may result. But:
(1) The amount we will pay for damages is limited as described in **SECTION III. LIMITS OF INSURANCE**; and
(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.
No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C** or medical expenses under **COVERAGE D**.
b. This insurance applies only if the damages are caused by a "medical incident" that takes place:
(1) During the policy period; and
(2) In the "coverage territory".

2. Exclusions Applicable to Coverage C

All exclusions under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** apply to this **COVERAGE C**, except that exclusion n. **Professional Health Care Services** under **COVERAGE A** shall not apply.

All exclusions under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** apply to this **COVERAGE C**, except that exclusion k. **Professional Health Care Services** under **COVERAGE B** shall not apply.

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In addition, this insurance does not apply to:

a. **Medical Command via Telecommunications Device**
Any physician providing or failing to provide on-line medical direction or medical command via telecommunication to emergency medical personnel.

b. **Criminal Acts**
Injury arising out of a criminal act (except for "sexual abuse") committed by the insured or anyone for whom the insured is legally responsible. However, we will defend the insured for covered civil action subject to the other terms of this coverage part until either a judgment or final adjudication establishes such act, or the insured confirms such act.

Coverage D. Medical Expense

1. **Insuring Agreement**

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
(1) On premises you own or rent;
(2) On ways next to premises you own or rent; or
(3) Because of your operations;
provided that:
(a) The accident takes place in the "coverage territory" and during the policy period;
(b) The expenses are incurred and reported to us within one year of the date of the accident; and
(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
(1) First aid administered at the time of an accident;
(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. **Exclusions Applicable to Coverage D**

We will not pay expenses for "bodily injury":

a. **Any Insured**
To any insured.

b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. **Injury on Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.

d. **Workers' Compensation and Similar Laws**
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. **Athletic Activities**
To a person injured while taking part in athletics.

f. **Products – Completed Operations Hazard**

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Included within the "products-completed operations hazard".

g. **Professional Health Care Services**
To any person for "professional health care services" provided by you.

h. **Coverage A**
Excluded under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

Supplementary Payments – Coverages A, B and C

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
   a. All expenses we incur.
   b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability coverage applies. We do not have to furnish these bonds.
   c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $300 a day because of time off from work.
   e. All costs taxed against the insured in the "suit".
   f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

   These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
   a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
   b. This insurance applies to such liability assumed by the insured;
   c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
   d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
   e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
   f. The indemnitee:
      (1) Agrees in writing to:
         (a) Cooperate with us in the investigation, settlement or defense of the "suit";
         (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
         (c) Notify any other insurer whose coverage is available to the indemnitee; and
         (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
      (2) Provides us with written authorization to:
         (a) Obtain records and other information related to the "suit"; and
         (b) Conduct and control the defense of the indemnitee in such "suit".

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So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as **SUPPLEMENTARY PAYMENTS**. Notwithstanding the provisions of paragraph 2.b.(2) of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as **SUPPLEMENTARY PAYMENTS** ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
b. The conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

SECTION II. WHO IS AN INSURED

1. If you are:
   a. An organization other than a partnership, joint venture or limited liability company, you are an insured.
   b. A partnership or joint venture, you are an insured. Your members and your partners are also insureds, but only within the course and scope of your operations.
   c. A limited liability company, you are an insured. Your members are also insureds, but only within the course and scope of your operations. Your managers are insureds, but only within the course and scope of your operations.

2. In addition to you, each of the following is an insured:
   a. **Volunteers and Employees.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees, but only for acts within the course and scope of their employment by you, membership with you or authorized duties on your behalf.
   b. **Medical Directors.** Physicians who are your medical directors, but only for acts within the course and scope of their medical director duties on your behalf.
   c. **Good Samaritans.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees while acting as a Good Samaritan independently of his or her activities on your behalf, but only when he or she encounters the scene of an emergency requiring sudden action. In no event will such person who responds to the scene of an emergency with or for any other emergency service organization be an insured.
   d. **Owners of Commandeered Equipment.** The owner of commandeered equipment other than an “auto” is an insured while the equipment is in your temporary care, custody or control and is being used as part of an “emergency operation”.
   e. **Real Estate Managers.** Any person or any organization while acting as your real estate manager.
   f. **Blanket Additional Insureds.** Any person or organization required to be an additional insured under an “insured contract”, if agreed to by you prior to the “bodily injury”, “property damage”, “personal and advertising injury”, or “medical incident”, but only with respect to liability arising out of your premises or operations.

3. **Mobile Equipment.** With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to “property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

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4. **New Organizations.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
   b. **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
   c. **COVERAGE B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
   d. **COVERAGE C** does not apply to a “medical incident” that took place before you acquired or formed the organization.

   No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III. LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under **COVERAGE D**;
   b. Damages under **COVERAGE A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
   c. Damages under **COVERAGE B**; and
   d. Damages under **COVERAGE C**;
   for each Named Insured shown in the Declarations and each “location” owned by or rented to you.

3. The Products - Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard", for each Named Insured shown in the Declarations.

4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence or Medical Incident Limit is the most we will pay for the sum of:
   a. Damages under **COVERAGES A** and **C**; and
   b. Medical expenses under **COVERAGE D**;
   because of all "bodily injury" and "property damage" arising out of any one "occurrence" and all damages arising out of any one “medical incident”.

6. Subject to 5. above, the Each Occurrence or Medical Incident Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under **COVERAGE D** for all medical expenses because of "bodily injury" sustained by any one person.

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The Limits of Insurance of this coverage part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV. CONDITIONS

The following conditions apply in addition to the Common Policy Conditions.

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this coverage part.

2. **Duties in the Event of an Occurrence, Offense, Medical Incident, Claim or Suit**

   a. You must see to it that we are notified as soon as practicable of an "occurrence", offense or “medical incident” which may result in a claim or "suit". To the extent possible, notice should include:
      (1) How, when and where the "occurrence", offense or “medical incident” took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence", offense or “medical incident”.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.
      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
      (2) Authorize us to obtain records and other information;
      (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
   e. If you report an “occurrence”, offense or “medical incident” to an insurer providing other than General Liability insurance, which later develops into a General Liability claim covered under this coverage part, failure to report such “occurrence”, offense or “medical incident” to us at the time of the “occurrence”, offense or “medical incident” shall not be deemed in violation of these conditions. However, you shall give notification to us, as soon as is reasonably possible, that the “occurrence”, offense or “medical incident” is a General Liability claim.
   f. Knowledge of an “occurrence”, offense or “medical incident” by any of your agents, volunteers or “employees” shall not constitute knowledge by you unless one of your officers or anyone responsible for administering your insurance program has received a notification from the agent, volunteer or “employee”.

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3. **Legal Action Against Us**

No person or organization has a right under this coverage part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
b. To sue us on this coverage part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this coverage part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. **Other Insurance**

If other valid and collectible insurance is available to the insured volunteer, “employee”, elected or appointed officer, director, commissioner, trustee, medical director or owner of commandeered equipment for a loss we cover under **COVERAGES A, B or C** of this form, our insurance is primary, with no consideration or contribution with other insurance, except with respect to any medical malpractice liability insurance available to a physician who is acting on your behalf by providing on-site medical treatment of a person. With respect to said medical malpractice liability insurance, our insurance is excess over that coverage.

If other valid and collectible insurance is available to the insured, other than volunteers, “employees”, elected or appointed officers, directors, commissioners, trustees, medical directors or owners of commandeered equipment, for a loss we cover under **COVERAGES A, B or C** of this form, our obligations are limited as follows:

a. Primary Insurance
This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance
This insurance is excess over:
(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
(a) That is fire, extended coverage, builder's risk, installation risk or similar coverage for "your work";
(b) That is fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
(d) That is insurance covering your liability for “bodily injury” or “property damage” arising out of the providing, serving or selling of alcoholic beverages to others;
(e) That is insurance covering your liability for “bodily injury” or “property damage” arising out of the igniting or discharging of fireworks, including but not limited to firecrackers, aerial or ground displays, in conjunction with any demonstration or show conducted or sponsored by you. However, this coverage shall not be excess should the “bodily injury” or “property damage” result from an emergency response you provide in response to an emergency arising out of fireworks; or
(f) If the loss arises out of the maintenance or use of aircraft or watercraft to the extent not subject to exclusion h. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

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(2) Any other primary insurance, including pools or self-insurance, covering your liability for damages arising out of the premises or operations for which you have been added as an additional insured.

When this insurance is excess, we will have no duty under **COVERAGES A, B** or **C** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
(b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in the Declarations of this coverage part.

c. Method Of Sharing
If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. **Representations**

By accepting this policy, you agree:
a. The information in the Declarations is accurate and complete;
b. The information is based upon representations you made to us; and
c. We have issued this policy in reliance upon your representations.
Your failure to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded, provided such failure or omission is not intentional. This coverage part is void if any material fact or circumstance relating to this insurance is intentionally omitted or misrepresented.

6. **Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this coverage part to the first Named Insured, this insurance applies:
a. As if each Named Insured were the only Named Insured; and
b. Separately to each insured against whom claim is made or "suit" is brought.

7. **Transfer of Rights of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this coverage part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

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8. **When We Do Not Renew**

   If we decide not to renew this coverage part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V. DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.

2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But “auto” does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
   c. All other parts of the world if:
      (1) The injury or damage arises out of:
         (a) Goods or products made or sold by you in the territory described in a. above; or
         (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
      (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

5. “Emergency operations” means actions:
   a. Which are urgent responses for protection of property, human life, health or safety; and
   b. Which result from the performing or attempting to perform firefighting services, hazardous materials unit services, first aid, ambulance or rescue squad services, or related services, including the stabilizing or securing of an emergency scene; and
   c. Which are sanctioned by:
      (1) A fire department, hazardous materials unit, or first aid, ambulance or rescue squad qualifying as an insured under this coverage part; or
      (2) An officer, volunteer member or “employee” of such organization.

6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

7. “Employment practices” means an actual or alleged improper employment related practice, policy, act or omission involving an actual, prospective, or former volunteer or "employee", including:
   a. Failing to hire or refusing to hire;
   b. Wrongful dismissal, discharge, or termination of employment or membership, whether actual or constructive;
   c. Wrongful deprivation of a career opportunity, or failure to promote;
   d. Wrongful discipline of volunteers or “employees”;
   e. Negligent evaluation of volunteers or “employees”;
   f. Retaliation against volunteers or “employees” for the exercise of any legally protected right or for engaging in any legally protected activity;
   g. Failure to adopt adequate workplace or employment-related policies and procedures;
   h. Harassment, including “sexual harassment”; or

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i. Violation of any federal, state or local laws (whether common law or statutory) concerning employment or discrimination in employment.

8. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

9. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
   b. You have failed to fulfill the terms of a contract or agreement;
   if such property can be restored to use by:
   (1) The repair, replacement, adjustment or removal of "your product" or "your work"; or
   (2) Your fulfilling the terms of the contract or agreement.

10. "Insured contract" means:
   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
   b. A sidetrack agreement;
   c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
   e. An elevator maintenance agreement;
   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

      Paragraph f. does not include that part of any contract or agreement:
      (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
      (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
         (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
         (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
      (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

11. “Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

12. "Loading or unloading" means the handling of property:
   a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
   b. While it is in or on an aircraft, watercraft or "auto"; or
   c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

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but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

13. “Location” means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

14. “Medical incident” means any act, error or omission in the rendering of or failure to render “professional health care services” by you or by anyone for whose “professional health care services” you are legally responsible. Any such act, error or omission, together with all related acts, errors or omissions in the furnishing of such services to any one person, shall be considered one “medical incident”.

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
    a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
    b. Vehicles maintained for use solely on or next to premises you own or rent;
    c. Vehicles that travel on crawler treads;
    d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
        (1) Power cranes, shovels, loaders, diggers or drills; or
        (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
    e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
        (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
        (2) Cherry pickers and similar devices used to raise or lower workers;
    f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

    However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
        (1) Equipment designed primarily for:
            (a) Snow removal;
            (b) Road maintenance, but not construction or resurfacing; or
            (c) Street cleaning;
        (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
        (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. “Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. “Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
    a. False arrest, detention or imprisonment;
    b. Malicious prosecution;
    c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, or any other interference with real property rights;
    d. Oral or written publication in any manner of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
    e. Oral or written publication in any manner of material that violates a person's right of privacy;
    f. The use of another's advertising idea in your "advertisement"; or
    g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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18. “Personal watercraft” means a vessel which uses an inboard motor powering a water jet pump as its primary source of motive power, and which is designed to be operated by a person sitting, standing, or kneeling on the vessel, rather than the conventional manner of sitting or standing inside the vessel.

19. "Products-completed operations hazard":
    a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
        (1) Products that are still in your physical possession; or
        (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
            (a) When all of the work called for in your contract has been completed.
            (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
            (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

        Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
    b. Does not include "bodily injury" or "property damage" arising out of:
        (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
        (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
        (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. “Professional health care services” means:
    a. Providing medical or nursing services;
    b. Providing professional services of any other health care professional, including emergency medical technicians and paramedics;
    c. Furnishing or dispensing drugs or medical, surgical or dental supplies or appliances;
    d. Handling of patients:
        (1) From the place where they are accepted for movement into or onto the means of transport,
        (2) During transport, and
        (3) From the means of transport to the place where they are finally delivered;
    e. Dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services;
    f. Serving on, or carrying out the orders of, a health care accreditation board or similar professional board or committee; and
    g. Establishing medical protocol, creating medical training curricula, providing medical training, conducting medical quality assurance programs, and carrying out similar duties.

21. "Property damage" means:
    a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
    b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

22. “Sexual abuse” means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. “Sexual abuse” includes sexual molestation, sexual assault, sexual exploitation, or sexual injury, but does not include “sexual harassment”.

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23. “Sexual harassment” means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature by a person, or by persons acting in concert, which causes injury. “Sexual harassment” includes:
    a. The above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person’s employment, or a basis for employment decisions affecting a person; or
    b. The above conduct when such conduct has the purpose or effect of unreasonably interfering with a person’s work performance or creating an intimidating, hostile or offensive work environment.

24. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal and advertising injury", or injury arising out of a "medical incident" to which this insurance applies are alleged. "Suit" includes:
    a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
    b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

    But "suit" does not mean any ethical conduct review or enforcement action, or disciplinary review or enforcement action.

25. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

26. “Training operations” means activities used to prepare, train, or instruct members of a fire department, hazardous materials unit, or a first aid, ambulance or rescue squad in accepted and recognized emergency procedures, including municipal, state and federal standards.

27. "Your product" means:
    a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
        (1) You;
        (2) Others trading under your name; or
        (3) A person or organization whose business or assets you have acquired; and
    b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

    "Your product" includes:
        (a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
        (b) The providing of or failure to provide warnings or instructions.

    "Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

28. "Your work" means:
    a. Work or operations performed by you or on your behalf; and
    b. Materials, parts or equipment furnished in connection with such work or operations.

    "Your work" includes:
        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
        (2) The providing of or failure to provide warnings or instructions.

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TOWN OF AMHERST
CONTRACT FOR FIRE PROTECTION AND EMERGENCY SERVICES

DISTRICT NO. 11 (2024)
GETZVILLE FIRE COMPANY, INC.

THIS AGREEMENT, made this _____ day of December, 2023, by and between the Town Board of the Town of Amherst, acting on behalf of the Getzville Fire Protection District No.11, Party of the First Part, and the Getzville Fire Company, Inc., located in the Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Getzville Fire Company, Inc., Fire Protection District No.11, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 29th day of December, 1958, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by the Getzville Fire Company, Inc., as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2024GetzvilleFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection and services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second Part agrees to furnish such protection in the manner following to wit:

FIRST: The Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient men or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus to come to the aid or assistance of the Party of the Second Part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Getzville Fire Company, Inc. duly constituted

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pursuant to law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2024 and including the 31st day of December, 2024. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical rescue services as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of One Million Three Hundred Seventy-Two Thousand Nine Hundred Eighty-One Dollars and Twenty Cents ($1,372,981.20).

Attachment: 2024GetzvilleFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

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SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of a current certificate of insurance must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2024 for the 2024 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or

returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Supervisor

GETZVILLE FIRE COMPANY, INC.

BY: _____
Anthony DiBlasi, President

Attachment: 2024GetzvilleFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Anthony DiBlasi, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2024GetzvilleFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2024GetzvilleFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

7.1.n

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Janet Steggles
USI Insurance Services, LLC 726 Exchange St. Ste 618 Buffalo, NY 14210 716 314-2000	PHONE (A/C, No, Ext): 716 314-2035 FAX (A/C, No): E-MAIL ADDRESS: janet.steggles@usi.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : National Union Fire Ins Co of Pitts, PA — 19445
INSURED Getzville Fire Company Inc PO Box 111 630 Dodge Road Getzville, NY 14068	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		VFNUTR0008400	04/01/2023	04/01/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$10,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$10,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X		VFNUTR0008400	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			VFNUTR0008400	04/01/2023	04/01/2024	EACH OCCURRENCE	$9,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$18,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Business Property			VFNUTR0008400	04/01/2023	04/01/2024	See Limits Below	
	Auto Phys Dama			VFNUTR0008400	04/01/2023	04/01/2024	See Coverage Below	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Operations usual to the Named Insured.
Additional Insured coverage shown above and marked with an X apply only when such cove3rage is required by

written contract and executed prior to a loss subject to the following policy endorsements:
GENERAL LIABILITY:
(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Town of Amherst Town Attorney's Office 5583 Main Street Williamsville, NY 14221	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Attachment: COIGetzville23-24 (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-4482))

DESCRIPTIONS (Continued from Page 1)

VGL 1010 01/20 Emergency Service Organization General Liability Coverage Form
AUTOMOTIBLE LIABILITY:
AUNY25 10/20 Auto Liability Extension Endorsement Emergency SErvice OrganizationsNY
AUTOMOBILE PHYSICAL DAMAGE:
Comprehensive Deductible $250
Collision Deductible $250
Agreed Value - Vehicle Replacement
PROPERTY:
Location 1, 630 Dodge Rd, Getzville, NY
Building Limit $6,500,000
Business Personal Property Limit $1,500,000
Replacement Cost Special From $500 Deductible

Attachment: COIGetzville23-24 (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-4482))

TOWN OF AMHERST
CONTRACT FOR FIRE PROTECTION

DISTRICT NO. 14 (2024)
MAIN-TRANSIT FIRE DEPARTMENT, INC.

THIS AGREEMENT, made this ___ day of December, 2023, by and between the Town Board of the Town of Amherst, acting on behalf of the Main-Transit Fire Protection District No.14, Party of the First Part, and the Main-Transit Fire Department, Inc., located in the Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Main-Transit Fire Department, Inc., Fire Protection District No. 14, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 29th day of December, 1958, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by the Main-Transit Fire Department, Inc., as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2024MainTransitFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection and services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second Part agrees to furnish such protection in the manner following to wit:

FIRST: The Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient men or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus to come to the aid or assistance of the Party of the Second Part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of Main-Transit Fire Department, Inc. duly constituted pursuant to the provision of Section 209-B of the General Municipal Law

Attachment: 2024MainTransitFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

shall proceed diligently in every way reasonably suggested to the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services, with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2024 and including the 31st day of December, 2024. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical rescue services as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of Nine Hundred Twenty-Eight Thousand Dollars Seven Hundred Seventy-Five Dollars and Fourteen Cents ($928,775.14).

Attachment: 2024MainTransitFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

Attachment: 2024MainTransitFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency rescue and first aid squad equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of a current certificate of insurance must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2024 of the 2024 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighter as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Supervisor

MAIN-TRANSIT FIRE DEPARTMENT, INC.

BY: _____
Jeffrey Karl, President

Attachment: 2024MainTransitFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Jeffrey Karl known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2024MainTransitFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2024MainTransitFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 04/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Emerling, Floss, Murphy & Associates, LLC.
9092 Main Street
Clarence NY 14031

CONTACT NAME: Debra D'Anniballe
PHONE (A/C, No, Ext): (716) 631-0190 **FAX (A/C, No):** (716) 631-0198
E-MAIL ADDRESS: ddanniballe@emsinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins. Co	19445
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Main-Transit Fire Department, Inc.
6777 Main Street
Williamsville NY 14221

COVERAGES **CERTIFICATE NUMBER:** CL2342512491 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		VFNU-TR-0012635	04/20/2023	04/20/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 10,000,000 $ 10,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		VFNU-TR-0012635	04/20/2023	04/20/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y		VFNU-TR-0012635	04/20/2023	04/20/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of Amherst is included as an additional insured as required by writtten contract

CERTIFICATE HOLDER
Town of Amherst
5583 Main St
Williamsville NY 14221

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Joseph M. Floss

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Attachment: COIMainTransit.23-24 (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-4482))

Policy Number
VFNU-TR-0012635-03/000

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured MAIN-TRANSIT FIRE DEPARTMENT, INC. Effective Date: 04-20-23
12:01 A.M., Standard Time

Agency Name VFIS

CA 20 02	10-13	SOUND RECEIVING EQUIP COVG -FIRE, POLICE
CA 20 25	08-14	NEW YORK MUTUAL AID ENDORSEMENT
CA 99 03	10-13	AUTO MEDICAL PAYMENTS COVERAGE

GENERAL LIABILITY FORMS AND ENDORSEMENTS

VGL101	01-20	EMERGENCY SERVICE ORGANIZATION GENERAL L
VGL212	01-20	EXCLUSION ELECTRONIC INFORMATION SECURIT
VGL213	03-21	AMENDMENT TO POLLUTION EXCLUSION
VGL303	01-20	MOTORIZED EVENTS
VGL320	01-20	UNMANNED AIRCRAFT COVERAGE
VGLNY1	01-20	NEW YORK CHANGES
VGLNY10	01-20	MOBILE EQUIPMENT SUBJECT TO MOTOR VEHICL
VGLNY5	01-20	NEW YORK AMENDMENT - LIMITS OF INSURANCE

MANAGEMENT LIABILITY FORMS AND ENDORSEMENTS

VML101	01-20	EMERGENCY SERVICE ORGANIZATION MANAGEMEN
VMLNY1	01-20	NEW YORK CHANGES
VMLNY12	01-20	AMENDATORY ENDORSEMENT MANAGEMENT LIABIL
VMLNY3	01-20	NEW YORK DISCLOSURE FORM CLAIMS MADE COV
VMLNY4	01-20	EXTENDED REPORTING PERIODS - NEW YORK
VMLNY5	01-20	NEW YORK TRANSFER OF DUTIES
VMLNY6	01-20	NEW YORK AMENDMENT - LIMITS OF INSURANCE
VMLNY7	01-20	NEW YORK CHANGES
VMLNY8	01-20	CYBER LIABILITY AND PRIVACY CRISIS MANAG

EXCESS POLICY FORMS AND ENDORSEMENTS

CX0001	04-13	COMMERCIAL EXCESS LIABILITY COVRG FORM
CX0114	01-14	NEW YORK CHANGES
CX0115	01-11	NY CHANGES-TRNFR DUTIES WHEN LMT USED UP
CX0233	06-20	NEW YORK CHANGES - CANCELLATION AND NONR
CX2101	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDO
CX2130	01-15	CAP ON LOSSES FROM CERTFD ACTS OF TERROR
CXE0112	01-20	PER LOCATION AGGREGATE LIMIT OF INSURANC
CXE0172	01-20	FIREWORKS OR PYROTECHNICS EXCLUSION
CXE0279	01-20	SUBLIMITED COVERAGES ENDORSEMENT
CXE0286	01-20	ERISA EXCLUSION
CXEG0287	01-20	EMERGENCY SERVICE ORGANIZATION AMENDATOR
CXEG0297	01-20	OTHER VALID AND COLLECTIBLE INSURANCE AM
CXEG0329	01-20	UNMANNED AIRCRAFT LIABILITY COVERAGE SUB
CXENY1101	01-20	NEW YORK UNDERLYING CLAIMS-MADE COVERAGE
CXENY1144	01-20	PRODUCTS-COMPLETED OPERATIONS AGGREGATE

POLICYHOLDER NOTICES

118477	03-15	POLICYHOLDER NOTICE - TAXES, ASSESSMENTS
91222	09-16	POLICYHOLDER NOTICE
AGLC105774	01-22	AIG PRIVACY NOTICE

Attachment: COIMainTransit.23-24 (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-4482))

Attachment: COIMainTransit.23-24 (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-4482))

EMERGENCY SERVICE ORGANIZATION GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this coverage part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this coverage part. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under **SECTION II. WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V. DEFINITIONS.**

SECTION I. COVERAGES

Coverage A. Bodily Injury and Property Damage Liability

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
   (1) The amount we will pay for damages is limited as described in **SECTION III. LIMITS OF INSURANCE**; and
   (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A, B or C** or medical expenses under **COVERAGE D.**

   No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C.**

b. This insurance applies to "bodily injury" and "property damage" only if:
   (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
   (2) The "bodily injury" or "property damage" occurs during the policy period; and
   (3) Prior to the policy period, no officer, director, commissioner or trustee, and no volunteer or "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew or had reason to know that the "bodily injury" or "property damage" had occurred, in whole or in part. If any such persons knew or had reason to know, prior to the policy period, that the "bodily injury" or "property damage" occurred in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known to have occurred prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed in paragraph b.(3) above, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

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So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as **SUPPLEMENTARY PAYMENTS**. Notwithstanding the provisions of paragraph 2.b.(2) of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as **SUPPLEMENTARY PAYMENTS** ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
b. The conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

SECTION II. WHO IS AN INSURED

1. If you are:
   a. An organization other than a partnership, joint venture or limited liability company, you are an insured.
   b. A partnership or joint venture, you are an insured. Your members and your partners are also insureds, but only within the course and scope of your operations.
   c. A limited liability company, you are an insured. Your members are also insureds, but only within the course and scope of your operations. Your managers are insureds, but only within the course and scope of your operations.

2. In addition to you, each of the following is an insured:
   a. **Volunteers and Employees.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees, but only for acts within the course and scope of their employment by you, membership with you or authorized duties on your behalf.
   b. **Medical Directors.** Physicians who are your medical directors, but only for acts within the course and scope of their medical director duties on your behalf.
   c. **Good Samaritans.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees while acting as a Good Samaritan independently of his or her activities on your behalf, but only when he or she encounters the scene of an emergency requiring sudden action. In no event will such person who responds to the scene of an emergency with or for any other emergency service organization be an insured.
   d. **Owners of Commandeered Equipment.** The owner of commandeered equipment other than an “auto” is an insured while the equipment is in your temporary care, custody or control and is being used as part of an “emergency operation”.
   e. **Real Estate Managers.** Any person or any organization while acting as your real estate manager.
   f. **Blanket Additional Insureds.** Any person or organization required to be an additional insured under an “insured contract”, if agreed to by you prior to the “bodily injury”, “property damage”, “personal and advertising injury”, or “medical incident”, but only with respect to liability arising out of your premises or operations.

3. **Mobile Equipment.** With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to “property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

Attachment: COIMainTransit.23-24 (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-4482))

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Policy Number
VFNU-TR-0012635-03/000

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured MAIN-TRANSIT FIRE DEPARTMENT, INC. Effective Date: 04-20-23
12:01 A.M., Standard Time

Agency Name VFIS

COMMON POLICY FORMS AND ENDORSEMENTS

89644	06-13	ECONOMIC SANCTIONS ENDORSEMENT
VCO300	01-20	COMMON POLICY CONDITIONS
CG 21 70	01-15	CAP ON LOSSES FROM CERTIFIED ACTS OF TER
IL 09 52	01-15	CAP ON LOSSES FROM CERT ACTS/TERRORISM
VCONY1	01-20	NEW YORK CHANGES - CANCELLATION AND NONR
VCONY2	01-20	NEW YORK CHANGES - FRAUD

PROPERTY FORMS AND ENDORSEMENTS

VPR101	01-20	ESO PROPERTY COVERAGE FORM
VPR322	01-20	AMENDATORY ENDORSEMENT
VPR301	01-20	LOSS PAYABLE PROVISIONS
VPRNY1	01-20	NEW YORK CHANGES
VPRNY2	01-20	CRISIS INCIDENT RESPONSE COV NY

CRIME FORMS AND ENDORSEMENTS

VCR105	01-20	EMPLOYEE DISHONESTY COVERAGE FORM (COVER
VCR108	01-20	FORGERY AND ALTERATION COVERAGE FORM
VCR300	01-20	CRIME GENERAL PROVISIONS
VCRNY2	01-20	NEW YORK CHANGES - EMPLOYEE DISHONESTY
VCR109	01-20	ADDITIONAL COVERAGES COMPUTER AND FUNDS
VCR110	01-20	IDENTITY FRAUD EXPENSE COVERAGE FORM
VCR304	01-20	SPECIFIC EXCESS LIMIT OF INSURANCE - POS

PORTABLE EQUIPMENT FORMS AND ENDORSEMENTS

CP 00 90	07-88	COMMERCIAL PROPERTY CONDITIONS
PE1001	01-20	EMERGENCY SERVICE ORGANIZATION PORTABLE
PE1003	01-20	WATERCRAFT EXTENSION
PE1009	01-20	AMENDATORY ENDORSEMENT PORTABLE EQUIPMEN
PE1011	01-20	ADDITIONAL COVERAGE RACING VEHICLES
PE1012	01-20	UNMANNED AIRCRAFT EXTENSION
PENY01	01-20	NEW YORK CHANGES
PENY02	01-20	NEW YORK MUTUAL AID PORTABLE EQUIPMENT

AUTOMOBILE FORMS AND ENDORSEMENTS

AUNY18	01-20	NEW YORK AUTO PHYSICAL DAMAGE EXTENSION
AUNY25	01-21	NEW YORK AUTO LIABILITY EXTENSION ENDORS
AUNY34	01-20	AUTO PHYSICAL DAMAGE EXTENSION ENDORSEME
AU1002	01-20	AGREED VALUE ENDORSEMENT
AU1007	01-20	COMMANDEERED AUTO DEFINITION ENDORSEMENT
AUNY01	01-21	CARE, CUSTODY OR CONTROL EXCLUSION AMEND
AUNY03	01-21	NEW YORK AUTO LIABILITY EXTENSION ENDORS
CA 00 01	10-13	BUSINESS AUTO COVERAGE FORM
AUNY29	01-21	INCIDENTAL GARAGE OPERATIONS - NEW YORK
AUNY31	01-20	WAIVER OF GOVERNMENTAL IMMUNITY ENDORSEM
CA 01 12	12-15	NY CHNGS BUSINESS AUTO AND MOTOR CARRIER
CA 02 25	06-20	NEW YORK CHANGES - CANCELLATION
CA 04 20	08-14	NY-SUPPTL SPOUSAL BODILY INJURY LIAB COV
CA 31 07	11-18	NY SUPPLEMENTARY UM/UIM ENDT
CA 22 32	11-18	NY MANDATORY PIP ENDORSEMENT

Attachment: COIMainTransit.23-24 (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-4482))

d. The following paragraph is added to **B.5.**, **Other Insurance of Section IV - Business Auto Conditions:**

f. Notwithstanding condition **5.a.** and **5.d.** above, a substitute "auto" as described under paragraph **g.** of **Section II – Covered Autos Liability Coverage, Coverage A.1., Who Is An Insured,** is deemed a covered "auto" you own. This coverage form provides primary insurance with no consideration of or contribution from other insurance for such "auto".

OWNER OF COMMANDEERED AUTO AS AN INSURED - PRIMARY BASIS

e. **Coverage A.1., Who Is An Insured**, under **Section II – Covered Autos Liability Coverage** is modified by the addition of paragraph **h.**, as follows:

h. The owner of a "commandeered auto" is an "insured" while the "auto" is in your temporary care, custody or control and is being used as part of an "emergency situation".

f. The following paragraph is added to **B.5.**, **Other Insurance of Section IV - Business Auto Conditions:**

g. Notwithstanding condition **5.a**. and **5.d**. above, a “commandeered auto” is deemed a covered “auto” you own. This coverage form provides primary insurance with no consideration of or contribution from other insurance for such “auto”.

2. The following revisions are made to **Section II – Covered Autos Liability Coverage:**

ADDITIONAL INSURED - AUTOMATIC STATUS

a. **Coverage A.1., Who Is An Insured,** is modified by the addition of paragraph **i.,** as follows:

i. Any person or organization for whom you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional “insured” on your policy, but only to the extent that person or organization qualifies as an “insured” under **Coverage A.1., Who Is An Insured.**

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional “insured” whether primary, excess, contingent or on any other basis unless a written contract or agreement specifically requires that this insurance be primary in which case any other insurance available to the additional “insured” shall be considered excess and non-contributing.

ADDITIONAL EXPENSES YOU INCUR AT OUR REQUEST

b. **Coverage A.2.a.(4)**, **Coverage Extensions, Supplementary Payments,** is replaced by the following:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $300 a day because of time off from work.

EXPECTED OR INTENDED INJURY

c. **Exclusion B.1., Expected Or Intended Injury,** is replaced by the following:

“Bodily injury” or “property damage” expected or intended from the standpoint of the “insured”. This exclusion does not apply to expected or intended “bodily injury” or “property damage” resulting from actions taken to protect persons or property and arising out of the use of a covered “auto”.

BODILY INJURY TO VOLUNTEER EMERGENCY SERVICE PROVIDERS

d. **Exclusion B.4., Employee Indemnification And Employer's Liability**, is amended by the addition of paragraphs **c.** as follows:

c. Any volunteer, if you provide or are required to provide any benefits for such volunteer under any Workers' Compensation or disability benefits law or under any similar law.

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Attachment: COIMainTransit.23-24 (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-4482))

Policy Number
VFNU-TR-0012635-03/000

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured MAIN-TRANSIT FIRE DEPARTMENT, INC. Effective Date: 04-20-23
12:01 A.M., Standard Time

Agency Name VFIS

CA 20 02	10-13	SOUND RECEIVING EQUIP COVG -FIRE, POLICE
CA 20 25	08-14	NEW YORK MUTUAL AID ENDORSEMENT
CA 99 03	10-13	AUTO MEDICAL PAYMENTS COVERAGE
GENERAL LIABILITY FORMS AND ENDORSEMENTS		
VGL101	01-20	EMERGENCY SERVICE ORGANIZATION GENERAL L
VGL212	01-20	EXCLUSION ELECTRONIC INFORMATION SECURIT
VGL213	03-21	AMENDMENT TO POLLUTION EXCLUSION
VGL303	01-20	MOTORIZED EVENTS
VGL320	01-20	UNMANNED AIRCRAFT COVERAGE
VGLNY1	01-20	NEW YORK CHANGES
VGLNY10	01-20	MOBILE EQUIPMENT SUBJECT TO MOTOR VEHICL
VGLNY5	01-20	NEW YORK AMENDMENT - LIMITS OF INSURANCE
MANAGEMENT LIABILITY FORMS AND ENDORSEMENTS		
VML101	01-20	EMERGENCY SERVICE ORGANIZATION MANAGEMEN
VMLNY1	01-20	NEW YORK CHANGES
VMLNY12	01-20	AMENDATORY ENDORSEMENT MANAGEMENT LIABIL
VMLNY3	01-20	NEW YORK DISCLOSURE FORM CLAIMS MADE COV
VMLNY4	01-20	EXTENDED REPORTING PERIODS - NEW YORK
VMLNY5	01-20	NEW YORK TRANSFER OF DUTIES
VMLNY6	01-20	NEW YORK AMENDMENT - LIMITS OF INSURANCE
VMLNY7	01-20	NEW YORK CHANGES
VMLNY8	01-20	CYBER LIABILITY AND PRIVACY CRISIS MANAG
EXCESS POLICY FORMS AND ENDORSEMENTS		
CX0001	04-13	COMMERCIAL EXCESS LIABILITY COVRG FORM
CX0114	01-14	NEW YORK CHANGES
CX0115	01-11	NY CHANGES-TRNFR DUTIES WHEN LMT USED UP
CX0233	06-20	NEW YORK CHANGES - CANCELLATION AND NONR
CX2101	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDO
CX2130	01-15	CAP ON LOSSES FROM CERTFD ACTS OF TERROR
CXE0112	01-20	PER LOCATION AGGREGATE LIMIT OF INSURANC
CXE0172	01-20	FIREWORKS OR PYROTECHNICS EXCLUSION
CXE0279	01-20	SUBLIMITED COVERAGES ENDORSEMENT
CXE0286	01-20	ERISA EXCLUSION
CXEG0287	01-20	EMERGENCY SERVICE ORGANIZATION AMENDATOR
CXEG0297	01-20	OTHER VALID AND COLLECTIBLE INSURANCE AM
CXEG0329	01-20	UNMANNED AIRCRAFT LIABILITY COVERAGE SUB
CXENY1101	01-20	NEW YORK UNDERLYING CLAIMS-MADE COVERAGE
CXENY1144	01-20	PRODUCTS-COMPLETED OPERATIONS AGGREGATE
POLICYHOLDER NOTICES		
118477	03-15	POLICYHOLDER NOTICE - TAXES, ASSESSMENTS
91222	09-16	POLICYHOLDER NOTICE
AGLC105774	01-22	AIG PRIVACY NOTICE

Attachment: COIMainTransit.23-24 (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-4482))

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under the "controlling underlying insurance".

Other words and phrases that appear in quotation marks in this Coverage Part have special meaning. Refer to Section **IV** – Definitions. Other words and phrases that are not defined under this Coverage Part but defined in the "controlling underlying insurance" will have the meaning described in the policy of "controlling underlying insurance".

The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "controlling underlying insurance", unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Part will apply. However, the coverage provided under this Coverage Part will not be broader than that provided by the applicable "controlling underlying insurance".

There may be more than one "controlling underlying insurance" listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Part. In such a case, the provisions, exclusions and limitations of the "controlling underlying insurance" applicable to the particular "event" for which a claim is made or suit is brought will apply.

SECTION I – COVERAGES

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to which insurance provided under this Coverage Part applies.

We will have the right and duty to defend the insured against any suit seeking damages for such "injury or damage" when the applicable limits of "controlling underlying insurance" have been exhausted in accordance with the provisions of such "controlling underlying insurance".

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for "injury or damage".

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

(1) The amount we will pay for "ultimate net loss" is limited as described in Section **II** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part. However, if the policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.

b. This insurance applies to "injury or damage" that is subject to an applicable "retained limit". If any other limit, such as, a sublimit, is specified in the "controlling underlying insurance", this insurance does not apply to "injury or damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "controlling underlying insurance".

c. If the "controlling underlying insurance" requires, for a particular claim, that the "injury or damage" occur during its policy period in order for that coverage to apply, then this insurance will only apply to that "injury or damage" if it occurs during the policy period of this Coverage Part. If the "controlling underlying insurance" requires that the "event" causing the particular "injury or damage" takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place during the policy period of this Coverage Part.

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d. Any additional insured under any policy of "controlling underlying insurance" will automatically be an additional insured under this insurance. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "controlling underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "controlling underlying insurance".

2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Part. In addition, the exclusions applicable to any "controlling underlying insurance" apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Part.

Insurance provided under this Coverage Part does not apply to:

a. Medical Payments

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable "controlling underlying insurance".

b. Auto

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

(1) First-party physical damage coverage;

(2) No-fault coverage;

(3) Personal injury protection or auto medical payments coverage; or

(4) Uninsured or underinsured motorists coverage.

c. Pollution

(1) "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

This exclusion does not apply to the extent that valid "controlling underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "injury or damage".

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SECTION II – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or suits brought, or number of vehicles involved;

c. Persons or organizations making claims or bringing suits; or

d. Limits available under any "controlling underlying insurance".

2. The Limits of Insurance of this Coverage Part will apply as follows:

a. This insurance only applies in excess of the "retained limit".

b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part.

However, this Aggregate Limit only applies to "injury or damage" that is subject to an aggregate limit of insurance under the "controlling underlying insurance".

c. Subject to Paragraph **2.b.** above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event".

Attachment: COIMainTransit.23-24 (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-4482))

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Attachment: 2024NorthAmherstFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

TOWN OF AMHERST
CONTRACT FOR FIRE PROTECTION

DISTRICT NO. 10 (2024)
NORTH AMHERST FIRE COMPANY, INC.

THIS AGREEMENT, made this ___ day of December, 2023, by and between the Town Board of the Town of Amherst, acting on behalf of the North Amherst Fire Protection District No.10, Party of the First Part, and the North Amherst Fire Company, Inc., located in the Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the Town Board of the Town of Amherst did heretobefore establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the North Amherst Fire Company, Inc., Fire Protection District No.10, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 29th day of December, 1958, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by the North Amherst Fire Company, Inc., as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2024NorthAmherstFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection and services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency rescue and first aid services to said district, and the Party of the Second Part agrees to furnish such protection in the manner following to wit:

FIRST: The Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer, or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient men or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus to come to the aid or assistance of the Party of the Second Part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the North Amherst Fire Company, Inc. duly constituted pursuant to the provision of Section 209-B of the General Municipal Law

shall proceed diligently in every way reasonably suggested to the extinguishment of the fire and/or the saving of lives and property.

SECOND: The Party of the Second Part shall further provide general ambulance service subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency rescue and first aid apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection, with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2024 and including the 31st day of December, 2024. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency rescue and first aid service as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of One Hundred Forty-Eight Thousand Six Hundred Twenty-Nine Dollars and Fifty-Two Cents ($148,629.52).

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency rescue and first aid squad equipment insured against liability arising out

Attachment: 2024NorthAmherstFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

Attachment: 2024NorthAmherstFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate of insurance must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2024 for the 2024 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

Attachment: 2024NorthAmherstFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Supervisor

NORTH AMHERST FIRE COMPANY, INC.

BY: _____
Joel Smith, President

Attachment: 2024NorthAmherstFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

STATE OF NEW YORK)
COUNTY OF ERIE)ss:
VILLAGE OF WILLIAMSVILLE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Joel Smith, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2024NorthAmherstFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 02/02/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kevin Neubeck	
The Evans Agency, LLC 6460 Main Street Suite 200 Williamsville NY 14221	PHONE (A/C, No, Ext): (716) 549-3500	FAX (A/C, No): (716) 926-8690
	E-MAIL ADDRESS: kneubeck@evansagencyins.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
North Amherst Fire Co 2200 Tonawanda Creek Rd Amherst NY 14228	INSURER A : Utica National Ins. of Ohio	13998
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 23-24 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			CPP1319228	03/01/2023	03/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 10,000,000 $ 10,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			5123126	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			CULP1319229	03/01/2023	03/01/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is included as an additional insured on the General Liability, as required per written and executed contract.

CERTIFICATE HOLDER

Town of Amherst
5583 Main St
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ian K Whitlow

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Attachment: COINorthAmherst.23-24 (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-4482))

Additional Named Insureds

Other Named Insureds

North Amherst Ladies Auxiliary

North Amherst Volunteer Exempt Firemen's Assoc.

Attachment: COINorthAmherst.23-24 (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-4482))

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TOWN OF AMHERST
CONTRACT FOR FIRE PROTECTION AND EMERGENCY SERVICES

DISTRICT NO. 18 (2024)
NORTH BAILEY FIRE CO., INC.

THIS AGREEMENT, made this ___ day of December, 2023, by and between the Town Board of the Town of Amherst, acting on behalf of the North Bailey Fire Protection District No.18, Party of the First Part, and the North Bailey Fire Co., Inc., located in the Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the North Bailey Fire Company, Inc., Fire Protection District No.18, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 29th day of December, 1958, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by the North Bailey Fire Company, Inc., as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2024NorthBaileyFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection and services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second Part agrees to furnish such protection in the manner following to wit:

FIRST: The Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient men or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus to come to the aid or assistance of the Party of the Second Part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of North Bailey Fire Company, Inc. duly constituted pursuant to the provision of Section 209-B of the General Municipal Law shall

Attachment: 2024NorthBaileyFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2024 and including the 31st day of December, 2024. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical rescue services as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of Two Hundred Ninety-One Thousand Six Hundred Fifty-One Dollars and Ninety Cents ($291,651.90).

Attachment: 2024NorthBaileyFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of a current certificate of insurance must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2024 for the 2024 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

Attachment: 2024NorthBaileyFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Supervisor

NORTH BAILEY FIRE COMPANY, INC.

BY: _____
William Richter, President

Attachment: 2024NorthBaileyFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared William Richter, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2024NorthBaileyFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2024NorthBaileyFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

NORT-B1

7.1.t

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Moses Insurance Group WWW.MOSESINSURANCE.COM 5475 Main Street Williamsville, NY 14221-6790 716-634-1212	CONTACT NAME: PHONE (A/C, No, Ext): 716-634-1212 FAX (A/C, No): 716-634-1230 E-MAIL ADDRESS:
INSURED North Bailey Fire Co Inc 966 Sweet Home Rd Amherst, NY 14226	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Glatfelter Ins Group INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X		VFNU-TR-0011500-02/000	06/01/2023	06/01/2024	EACH OCCURRENCE	$ 1,000,(
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,(
							MED EXP (Any one person)	$ 10,(
							PERSONAL & ADV INJURY	$ 1,000,(
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,(
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 10,000,(
	OTHER:							$
A	AUTOMOBILE LIABILITY							
	X ANY AUTO			VFNU-CM-0011501-02/000	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,(
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			VFNU-TR-0011500-02/000	06/01/2023	06/01/2024	EACH OCCURRENCE	$ 2,000,(
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

certificate holder is included as additional insured per written and executed contract per general liability form VGL101.

CERTIFICATE HOLDER

TOWN OF AMHERST
5583 MAIN ST
WILLIAMSVILLE, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert A. Moses

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Attachment: COIEIICreek.NorthBaileyEndorsements..23-24 (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475;

EMERGENCY SERVICE ORGANIZATION GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this coverage part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this coverage part. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under **SECTION II. WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V. DEFINITIONS.**

SECTION I. COVERAGES

Coverage A. Bodily Injury and Property Damage Liability

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
   (1) The amount we will pay for damages is limited as described in **SECTION III. LIMITS OF INSURANCE**; and
   (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A, B or C** or medical expenses under **COVERAGE D.**

   No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C.**

b. This insurance applies to "bodily injury" and "property damage" only if:
   (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
   (2) The "bodily injury" or "property damage" occurs during the policy period; and
   (3) Prior to the policy period, no officer, director, commissioner or trustee, and no volunteer or "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew or had reason to know that the "bodily injury" or "property damage" had occurred, in whole or in part. If any such persons knew or had reason to know, prior to the policy period, that the "bodily injury" or "property damage" occurred in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known to have occurred prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed in paragraph b.(3) above, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

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d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed in paragraph b.(3) above:
   (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
   (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
   (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions Applicable to Coverage A

This insurance does not apply to:

a. **Expected or Intended Injury**
"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to expected or intended “bodily injury” or “property damage” resulting from reasonable actions taken to protect persons or property.

b. **Contractual Liability**
"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
   (1) That the insured would have in the absence of the contract or agreement; or
   (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
      (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
      (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. **Workers' Compensation and Similar Laws**
Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law, or any similar law.

d. **Employer's Liability**
"Bodily injury" to:
   (1) An "employee" of the insured arising out of and in the course of employment by the insured, or performing duties related to the conduct of the insured’s business; or
   (2) Any volunteer, if you provide or are required to provide any benefits for such volunteer under any workers’ compensation law, disability benefits law, or any similar law; or
   (3) The spouse, child, parent, brother or sister of that employee or “volunteer” as a consequence of paragraph (1) or (2) above.

   This exclusion applies:
      (a) Whether the insured may be liable as an employer or in any other capacity; and
      (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

   This exclusion does not apply to liability assumed by the insured under an "insured contract".

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e. **Pollution**

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water. This exclusion does not apply to:

(1) "Emergency operations" conducted away from premises owned by or rented to you or any fire department, hazardous materials unit, first aid squad, ambulance squad or rescue squad qualifying as an insured under this coverage part; or
(2) "Training operations"; or
(3) Water runoff from the cleaning of equipment used in "emergency operations"; or
(4) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building; or
(5) "Bodily injury" or "property damage" caused by heat, smoke or fumes from a "hostile fire":
    (a) At or from premises you own, rent or occupy; or
    (b) At or from any site or "location" in connection with operations described in (1), (2) or (3) above.

f. **Asbestos**

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials, or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them. This exclusion does not apply to:

(1) "Bodily injury" or "property damage" arising from; or
(2) The costs of abatement, removal or disposal of:

asbestos released as a result of "emergency operations" or "training operations" away from premises which are either owned by, rented to, or occupied by any insured.

g. **Lead, Electromagnetic Radiation, Nuclear**

(1) Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to:
    (a) The toxic properties of lead, or any material or substance containing lead; or
    (b) Electromagnetic radiation;

    or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.
(2) Any loss, cost or expense arising out of any actual, alleged or threatened injury or damage to any person or property from any radioactive matter or nuclear material.

h. **Aircraft, Auto or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading". This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;
(2) A watercraft you do not own that is not being used to carry persons or property for a charge;
(3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
(4) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
(5) A watercraft you own that is:
    (a) Powered by a motor or combination of motors of 100 horsepower or less; or
    (b) Not powered by a motor; or
    (c) A "personal watercraft".

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i. **Mobile Equipment**
"Bodily injury" or "property damage" arising out of:
(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

j. **War**
"Bodily injury" or "property damage", however caused, arising directly or indirectly out of:
(1) War, including undeclared or civil war; or
(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

k. **Damage To Property**
"Property damage" to:
(1) Property you or any insured owns, rents, or occupies;
(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
(3) Property loaned to you or any insured;
(4) Personal property in the care, custody or control of the insured;
(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented or loaned to you for a period of 30 or fewer consecutive days. The Each Occurrence or Medical Incident Limit shown in the Declarations will apply to this coverage.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to “property damage” to personal property belonging to anyone receiving service from any insured because of loss by theft, physical damage or disappearance of such property during the period when volunteers or “employees” of the insured arrive on the scene or while they are rendering service to others and ending when they either leave the scene, complete their service, or transfer care of a transported patient to others. This insurance does not apply to that portion of any loss for which the Named Insured has other valid and collectible insurance. The limit of the company’s liability is the Each Occurrence or Medical Incident Limit stated in the Declarations, subject to a $100 deductible each “occurrence”.

Paragraphs (5) and (6) of this exclusion do not apply to “property damage” resulting from actions taken to protect persons or property.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. **Personal and Advertising Injury**
"Bodily injury" arising out of "personal and advertising injury".

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m. **Sexual Abuse**
"Bodily injury" arising out of the "sexual abuse" of any person. However, this exclusion shall not apply to the Named Insured if no officer, director, commissioner or trustee of the Named Insured knew or had reason to know of the "sexual abuse". Also, we will defend an insured for covered civil action subject to the other terms of this coverage part until either a judgment or final adjudication establishes such an act, or the insured confirms such act.

n. **Professional Health Care Services**
Damages arising or allegedly arising out of providing or failing to provide "professional health care services".

o. **Employment Practices**
"Bodily injury" or "property damage" arising out of your "employment practices".

p. **Product Recall**
Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
(1) "Your product";
(2) "Your work"; or
(3) "Impaired property";
if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through p. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. The Each Occurrence or Medical Incident Limit shown in the Declarations will apply to this coverage.

Coverage B. Personal and Advertising Injury Liability

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
(1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A, B** or **C** or medical expenses under **COVERAGE D.**
No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C.**
b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

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2. Exclusions Applicable to Coverage B

This insurance does not apply to:

a. **Knowing Violation of the Rights of Another**
"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. **Material Published with Knowledge of Its Falsity**
"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. **Material Published Prior to the Policy Period**
"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. **Criminal Acts**
“Personal and advertising injury” arising out of a criminal act committed by or at the direction of any insured.

e. **Contractual Liability**
"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. **Breach of Contract**
"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. **Quality or Performance of Goods**
"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. **Wrong Description of Prices**
"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. **Infringement of Copyright, Patent, Trademark or Trade Secret**
“Personal and advertising injury” arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. However, this exclusion does not apply to infringement, in your “advertisement”, of copyright, trade dress or slogan.

j. **Pollution**
“Personal and advertising injury” arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water.

k. **Professional Health Care Services**
"Personal and advertising injury" arising or allegedly arising out of providing or failing to provide “professional health care services”.

l. **Employment Practices**
"Personal and advertising injury" arising out of your “employment practices”.

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m. **Asbestos**
Any injury, expense, cost, loss, liability or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials.

n. **Lead, Electromagnetic Radiation, Nuclear**
(1) Any injury, expense, cost, loss, liability or legal obligation arising out of or in any way related to:
(a) The toxic properties of lead, or any material or substance containing lead; or
(b) Electromagnetic radiation;
or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.
(2) Any loss, cost or expense arising out of any actual, alleged or threatened injury to any person or property from any radioactive matter or nuclear material.

o. **War**
"Personal and advertising injury", however caused, arising directly or indirectly out of:
(1) War, including undeclared or civil war; or
(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. **Sexual Abuse**
"Personal and advertising injury" arising out of the "sexual abuse" of any person.

Coverage C. Professional Health Care Liability

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of injury arising out of a "medical incident". We will have the right and duty to defend any claim or "suit" seeking those damages. We may at our discretion investigate any "medical incident" and settle any claim or "suit" that may result. But:
(1) The amount we will pay for damages is limited as described in **SECTION III. LIMITS OF INSURANCE**; and
(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.
No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C** or medical expenses under **COVERAGE D**.
b. This insurance applies only if the damages are caused by a "medical incident" that takes place:
(1) During the policy period; and
(2) In the "coverage territory".

2. Exclusions Applicable to Coverage C

All exclusions under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** apply to this **COVERAGE C**, except that exclusion n. **Professional Health Care Services** under **COVERAGE A** shall not apply.

All exclusions under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** apply to this **COVERAGE C**, except that exclusion k. **Professional Health Care Services** under **COVERAGE B** shall not apply.

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In addition, this insurance does not apply to:

a. **Medical Command via Telecommunications Device**
Any physician providing or failing to provide on-line medical direction or medical command via telecommunication to emergency medical personnel.

b. **Criminal Acts**
Injury arising out of a criminal act (except for "sexual abuse") committed by the insured or anyone for whom the insured is legally responsible. However, we will defend the insured for covered civil action subject to the other terms of this coverage part until either a judgment or final adjudication establishes such act, or the insured confirms such act.

Coverage D. Medical Expense

1. **Insuring Agreement**

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
(1) On premises you own or rent;
(2) On ways next to premises you own or rent; or
(3) Because of your operations;
provided that:
(a) The accident takes place in the "coverage territory" and during the policy period;
(b) The expenses are incurred and reported to us within one year of the date of the accident; and
(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
(1) First aid administered at the time of an accident;
(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. **Exclusions Applicable to Coverage D**

We will not pay expenses for "bodily injury":

a. **Any Insured**
To any insured.

b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. **Injury on Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.

d. **Workers' Compensation and Similar Laws**
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. **Athletic Activities**
To a person injured while taking part in athletics.

f. **Products – Completed Operations Hazard**

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Included within the "products-completed operations hazard".

g. **Professional Health Care Services**
To any person for "professional health care services" provided by you.

h. **Coverage A**
Excluded under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

Supplementary Payments – Coverages A, B and C

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
   a. All expenses we incur.
   b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability coverage applies. We do not have to furnish these bonds.
   c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $300 a day because of time off from work.
   e. All costs taxed against the insured in the "suit".
   f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

   These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
   a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
   b. This insurance applies to such liability assumed by the insured;
   c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
   d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
   e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
   f. The indemnitee:
      (1) Agrees in writing to:
         (a) Cooperate with us in the investigation, settlement or defense of the "suit";
         (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
         (c) Notify any other insurer whose coverage is available to the indemnitee; and
         (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
      (2) Provides us with written authorization to:
         (a) Obtain records and other information related to the "suit"; and
         (b) Conduct and control the defense of the indemnitee in such "suit".

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So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as **SUPPLEMENTARY PAYMENTS**. Notwithstanding the provisions of paragraph 2.b.(2) of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as **SUPPLEMENTARY PAYMENTS** ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
b. The conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

SECTION II. WHO IS AN INSURED

1. If you are:
   a. An organization other than a partnership, joint venture or limited liability company, you are an insured.
   b. A partnership or joint venture, you are an insured. Your members and your partners are also insureds, but only within the course and scope of your operations.
   c. A limited liability company, you are an insured. Your members are also insureds, but only within the course and scope of your operations. Your managers are insureds, but only within the course and scope of your operations.

2. In addition to you, each of the following is an insured:
   a. **Volunteers and Employees.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees, but only for acts within the course and scope of their employment by you, membership with you or authorized duties on your behalf.
   b. **Medical Directors.** Physicians who are your medical directors, but only for acts within the course and scope of their medical director duties on your behalf.
   c. **Good Samaritans.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees while acting as a Good Samaritan independently of his or her activities on your behalf, but only when he or she encounters the scene of an emergency requiring sudden action. In no event will such person who responds to the scene of an emergency with or for any other emergency service organization be an insured.
   d. **Owners of Commandeered Equipment.** The owner of commandeered equipment other than an “auto” is an insured while the equipment is in your temporary care, custody or control and is being used as part of an “emergency operation”.
   e. **Real Estate Managers.** Any person or any organization while acting as your real estate manager.
   f. **Blanket Additional Insureds.** Any person or organization required to be an additional insured under an “insured contract”, if agreed to by you prior to the “bodily injury”, “property damage”, “personal and advertising injury”, or “medical incident”, but only with respect to liability arising out of your premises or operations.

3. **Mobile Equipment.** With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to “property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

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4. **New Organizations.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
   b. **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
   c. **COVERAGE B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
   d. **COVERAGE C** does not apply to a “medical incident” that took place before you acquired or formed the organization.

   No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III. LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under **COVERAGE D**;
   b. Damages under **COVERAGE A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
   c. Damages under **COVERAGE B**; and
   d. Damages under **COVERAGE C**;
   for each Named Insured shown in the Declarations and each “location” owned by or rented to you.

3. The Products - Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard", for each Named Insured shown in the Declarations.

4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence or Medical Incident Limit is the most we will pay for the sum of:
   a. Damages under **COVERAGES A** and **C**; and
   b. Medical expenses under **COVERAGE D**;
   because of all "bodily injury" and "property damage" arising out of any one "occurrence" and all damages arising out of any one “medical incident”.

6. Subject to 5. above, the Each Occurrence or Medical Incident Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under **COVERAGE D** for all medical expenses because of "bodily injury" sustained by any one person.

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The Limits of Insurance of this coverage part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV. CONDITIONS

The following conditions apply in addition to the Common Policy Conditions.

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this coverage part.

2. **Duties in the Event of an Occurrence, Offense, Medical Incident, Claim or Suit**

   a. You must see to it that we are notified as soon as practicable of an "occurrence", offense or “medical incident” which may result in a claim or "suit". To the extent possible, notice should include:
      (1) How, when and where the "occurrence", offense or “medical incident” took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence", offense or “medical incident”.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.
      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
      (2) Authorize us to obtain records and other information;
      (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
   e. If you report an “occurrence”, offense or “medical incident” to an insurer providing other than General Liability insurance, which later develops into a General Liability claim covered under this coverage part, failure to report such “occurrence”, offense or “medical incident” to us at the time of the “occurrence”, offense or “medical incident” shall not be deemed in violation of these conditions. However, you shall give notification to us, as soon as is reasonably possible, that the “occurrence”, offense or “medical incident” is a General Liability claim.
   f. Knowledge of an “occurrence”, offense or “medical incident” by any of your agents, volunteers or “employees” shall not constitute knowledge by you unless one of your officers or anyone responsible for administering your insurance program has received a notification from the agent, volunteer or “employee”.

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3. **Legal Action Against Us**

No person or organization has a right under this coverage part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
b. To sue us on this coverage part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this coverage part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. **Other Insurance**

If other valid and collectible insurance is available to the insured volunteer, “employee”, elected or appointed officer, director, commissioner, trustee, medical director or owner of commandeered equipment for a loss we cover under **COVERAGES A, B or C** of this form, our insurance is primary, with no consideration or contribution with other insurance, except with respect to any medical malpractice liability insurance available to a physician who is acting on your behalf by providing on-site medical treatment of a person. With respect to said medical malpractice liability insurance, our insurance is excess over that coverage.

If other valid and collectible insurance is available to the insured, other than volunteers, “employees”, elected or appointed officers, directors, commissioners, trustees, medical directors or owners of commandeered equipment, for a loss we cover under **COVERAGES A, B or C** of this form, our obligations are limited as follows:

a. Primary Insurance
This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance
This insurance is excess over:
(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
(a) That is fire, extended coverage, builder's risk, installation risk or similar coverage for "your work";
(b) That is fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
(d) That is insurance covering your liability for “bodily injury” or “property damage” arising out of the providing, serving or selling of alcoholic beverages to others;
(e) That is insurance covering your liability for “bodily injury” or “property damage” arising out of the igniting or discharging of fireworks, including but not limited to firecrackers, aerial or ground displays, in conjunction with any demonstration or show conducted or sponsored by you. However, this coverage shall not be excess should the “bodily injury” or “property damage” result from an emergency response you provide in response to an emergency arising out of fireworks; or
(f) If the loss arises out of the maintenance or use of aircraft or watercraft to the extent not subject to exclusion h. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

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(2) Any other primary insurance, including pools or self-insurance, covering your liability for damages arising out of the premises or operations for which you have been added as an additional insured.

When this insurance is excess, we will have no duty under **COVERAGES A, B** or **C** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
(b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in the Declarations of this coverage part.

c. Method Of Sharing
If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. **Representations**

By accepting this policy, you agree:
a. The information in the Declarations is accurate and complete;
b. The information is based upon representations you made to us; and
c. We have issued this policy in reliance upon your representations.
Your failure to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded, provided such failure or omission is not intentional. This coverage part is void if any material fact or circumstance relating to this insurance is intentionally omitted or misrepresented.

6. **Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this coverage part to the first Named Insured, this insurance applies:
a. As if each Named Insured were the only Named Insured; and
b. Separately to each insured against whom claim is made or "suit" is brought.

7. **Transfer of Rights of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this coverage part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

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8. **When We Do Not Renew**

   If we decide not to renew this coverage part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V. DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.

2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But “auto” does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
   c. All other parts of the world if:
      (1) The injury or damage arises out of:
         (a) Goods or products made or sold by you in the territory described in a. above; or
         (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
      (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

5. “Emergency operations” means actions:
   a. Which are urgent responses for protection of property, human life, health or safety; and
   b. Which result from the performing or attempting to perform firefighting services, hazardous materials unit services, first aid, ambulance or rescue squad services, or related services, including the stabilizing or securing of an emergency scene; and
   c. Which are sanctioned by:
      (1) A fire department, hazardous materials unit, or first aid, ambulance or rescue squad qualifying as an insured under this coverage part; or
      (2) An officer, volunteer member or “employee” of such organization.

6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

7. “Employment practices” means an actual or alleged improper employment related practice, policy, act or omission involving an actual, prospective, or former volunteer or "employee", including:
   a. Failing to hire or refusing to hire;
   b. Wrongful dismissal, discharge, or termination of employment or membership, whether actual or constructive;
   c. Wrongful deprivation of a career opportunity, or failure to promote;
   d. Wrongful discipline of volunteers or “employees”;
   e. Negligent evaluation of volunteers or “employees”;
   f. Retaliation against volunteers or “employees” for the exercise of any legally protected right or for engaging in any legally protected activity;
   g. Failure to adopt adequate workplace or employment-related policies and procedures;
   h. Harassment, including “sexual harassment”; or

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i. Violation of any federal, state or local laws (whether common law or statutory) concerning employment or discrimination in employment.

8. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

9. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
   b. You have failed to fulfill the terms of a contract or agreement;
   if such property can be restored to use by:
   (1) The repair, replacement, adjustment or removal of "your product" or "your work"; or
   (2) Your fulfilling the terms of the contract or agreement.

10. "Insured contract" means:
   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
   b. A sidetrack agreement;
   c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
   e. An elevator maintenance agreement;
   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

      Paragraph f. does not include that part of any contract or agreement:
      (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
      (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
         (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
         (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
      (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

11. “Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

12. "Loading or unloading" means the handling of property:
   a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
   b. While it is in or on an aircraft, watercraft or "auto"; or
   c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

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but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

13. “Location” means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

14. “Medical incident” means any act, error or omission in the rendering of or failure to render “professional health care services” by you or by anyone for whose “professional health care services” you are legally responsible. Any such act, error or omission, together with all related acts, errors or omissions in the furnishing of such services to any one person, shall be considered one “medical incident”.

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
    a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
    b. Vehicles maintained for use solely on or next to premises you own or rent;
    c. Vehicles that travel on crawler treads;
    d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
        (1) Power cranes, shovels, loaders, diggers or drills; or
        (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
    e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
        (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
        (2) Cherry pickers and similar devices used to raise or lower workers;
    f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

    However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
        (1) Equipment designed primarily for:
            (a) Snow removal;
            (b) Road maintenance, but not construction or resurfacing; or
            (c) Street cleaning;
        (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
        (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. “Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. “Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
    a. False arrest, detention or imprisonment;
    b. Malicious prosecution;
    c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, or any other interference with real property rights;
    d. Oral or written publication in any manner of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
    e. Oral or written publication in any manner of material that violates a person's right of privacy;
    f. The use of another's advertising idea in your "advertisement"; or
    g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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18. “Personal watercraft” means a vessel which uses an inboard motor powering a water jet pump as its primary source of motive power, and which is designed to be operated by a person sitting, standing, or kneeling on the vessel, rather than the conventional manner of sitting or standing inside the vessel.

19. "Products-completed operations hazard":
    a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
        (1) Products that are still in your physical possession; or
        (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
            (a) When all of the work called for in your contract has been completed.
            (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
            (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

        Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
    b. Does not include "bodily injury" or "property damage" arising out of:
        (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
        (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
        (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. “Professional health care services” means:
    a. Providing medical or nursing services;
    b. Providing professional services of any other health care professional, including emergency medical technicians and paramedics;
    c. Furnishing or dispensing drugs or medical, surgical or dental supplies or appliances;
    d. Handling of patients:
        (1) From the place where they are accepted for movement into or onto the means of transport,
        (2) During transport, and
        (3) From the means of transport to the place where they are finally delivered;
    e. Dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services;
    f. Serving on, or carrying out the orders of, a health care accreditation board or similar professional board or committee; and
    g. Establishing medical protocol, creating medical training curricula, providing medical training, conducting medical quality assurance programs, and carrying out similar duties.

21. "Property damage" means:
    a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
    b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

22. “Sexual abuse” means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. “Sexual abuse” includes sexual molestation, sexual assault, sexual exploitation, or sexual injury, but does not include “sexual harassment”.

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23. “Sexual harassment” means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature by a person, or by persons acting in concert, which causes injury. “Sexual harassment” includes:
    a. The above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person’s employment, or a basis for employment decisions affecting a person; or
    b. The above conduct when such conduct has the purpose or effect of unreasonably interfering with a person’s work performance or creating an intimidating, hostile or offensive work environment.

24. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal and advertising injury", or injury arising out of a "medical incident" to which this insurance applies are alleged. "Suit" includes:
    a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
    b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

    But "suit" does not mean any ethical conduct review or enforcement action, or disciplinary review or enforcement action.

25. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

26. “Training operations” means activities used to prepare, train, or instruct members of a fire department, hazardous materials unit, or a first aid, ambulance or rescue squad in accepted and recognized emergency procedures, including municipal, state and federal standards.

27. "Your product" means:
    a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
        (1) You;
        (2) Others trading under your name; or
        (3) A person or organization whose business or assets you have acquired; and
    b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

    "Your product" includes:
        (a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
        (b) The providing of or failure to provide warnings or instructions.

    "Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

28. "Your work" means:
    a. Work or operations performed by you or on your behalf; and
    b. Materials, parts or equipment furnished in connection with such work or operations.

    "Your work" includes:
        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
        (2) The providing of or failure to provide warnings or instructions.

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TOWN OF AMHERST
CONTRACT FOR FIRE PROTECTION AND EMERGENCY SERVICES

DISTRICT NO. 12 (2024)
SWORMVILLE FIRE COMPANY, INC.

THIS AGREEMENT, made this ___ day of December, 2023, by and between the Town Board of the Town of Amherst, acting on behalf of the Swormville Fire Protection District No.12, Party of the First Part, and the Swormville Fire Company, Inc., located in the Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the Town Board of the Town of Amherst did hereto before establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Swormville Fire Company, Inc., Fire Protection District No. 12, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 29th day of December, 1958, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by the Swormville Fire Company, Inc., as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2024SwormvilleFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

Attachment: 2024SwormvilleFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection and services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second Part agrees to furnish such protection in the manner following to wit:

FIRST: The Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient men or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus to come to the aid or assistance of the Party of the Second Part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Swormville Fire Company, Inc. duly constituted pursuant to the provision of Section 209-B of the General Municipal Law

shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide or cause to be provided emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency rescue and first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2024 and including the 31st day of December, 2024. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical rescue services as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of Four Hundred Seventy-Two Thousand One Hundred Eighty-One Dollars and Sixty-Five Cents ($472,181.65).

Attachment: 2024SwormvilleFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

Attachment: 2024SwormvilleFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of a current certificate of insurance must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2024 for the 2024 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or

returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Supervisor

SWORMVILLE FIRE COMPANY, INC.

BY: _____
Michael Germain, President

Attachment: 2024SwormvilleFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Michael Germain, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2024SwormvilleFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2024SwormvilleFireProtectionContract (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 03/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Deborah DeLucia
Emerling, Floss, Murphy & Associates, LLC. 9092 Main Street Clarence NY 14031	PHONE (A/C, No, Ext): (716) 631-0190 FAX (A/C, No): (716) 631-0198 E-MAIL ADDRESS: DDelucia@emsinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins. Co	19445
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Swormville Fire Company, Inc
6971 Transit Road
East Amherst NY 14051

COVERAGES **CERTIFICATE NUMBER:** CL233512157 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		VFNU-TR-0002761	03/01/2023	03/01/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 10,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			VFNU-TR-0002761	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist	$ 1,000,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			VFNU-TR-0002761	03/01/2023	03/01/2024	combined single limit EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 6,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Amherst is included as additional insured.

CERTIFICATE HOLDER

Town of Amherst
5583 Main St
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Floss

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Attachment: COISwormville.23-24 (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475; 4477-4482))

Town of Amherst
Fire Protection & Fire Districts
2024 Supervisor's Budget

			Phone 4060	Pension Phone / WC Cancer Reimb	Hydrant 4070	Pension 4090	Contract 4110	Cancer Insurance 8055	Workers Comp 8040	Taxes 4190	Deficit 4000	Appropriated Fund Balance or Plus Deficit Fund Balance	Less Interest Income	Amount Amount to Raise in Taxes
Fire Protection														
Autumn Harvest		2023	106.00		2,620.00	-	60,236.46		-	-	-	-	(3.57)	62,958.89
F3001		2024	106.00		2,620.00	-	59,502.15		-	-	-	(1,000.00)	(48.26)	61,179.89
			-		-	-	(734.31)	-	-	-	-	(1,000.00)	(44.69)	(1,779.00)
Lamm Post		2023	-		1,150.00	-	0.22		-	-	-	-	(0.09)	1,150.13
F3002		2024	-		1,150.00	-	0.22		-	-	-	-	(2.06)	1,148.16
			-		-	-	(0.00)	-	-	-	-	-	(1.97)	(1.97)
Lehn- Springs		2023	20.00		500.00	-	11,930.53		-	-	-	-	(0.72)	12,449.81
F3003		2024	20.00		500.00	-	11,723.92		-	-	-	-	(13.87)	12,230.05
			-		-	-	(206.61)	-	-	-	-	-	(13.15)	(219.76)
Mill		2023	20.00		680.00	-	10,750.25		-	-	-	-	(0.41)	11,449.84
F3004		2024	20.00		680.00	-	10,948.87		-	-	-	-	(7.87)	11,641.00
			-	-	-	-	198.62	-	-	-	-	-	(7.46)	191.16
Ellicott Creek		2023	1,100.00	(6,106.00)	48,000.00	151,081.00	698,121.60	3,861.31	10,600.00	937.13	-	-	(26.58)	907,568.46
F3009		2024	1,100.00	(6,106.00)	48,000.00	167,930.83	719,065.25	3,861.31	10,600.00	3,561.09	-	-	(382.71)	947,629.77
			-	-	-	16,849.83	20,943.65	0.00	-	2,623.96	-	-	(356.13)	40,061.31
North Amherst		2023	500.00		33,400.00	130,018.00	144,300.50	1,930.66	6,300.00	-	-	-	(7.73)	316,441.43
F3010		2024	500.00		33,400.00	140,381.31	148,629.52	1,930.66	6,300.00	-	-	(1,000.00)	(144.53)	329,996.96
			-	-	-	10,363.31	4,329.02	(0.00)	-	-	-	(1,000.00)	(136.80)	13,555.53
Getzville		2023	2,200.00		123,000.00	239,568.00	1,283,160.00	5,756.30	15,000.00	346.73	-	-	(40.30)	1,668,990.73
F3011		2024	2,200.00		123,000.00	233,285.83	1,372,981.20	5,726.45	15,000.00	7,090.03	-	(3,900.00)	(741.48)	1,754,642.03
			-	-	-	(6,282.17)	89,821.20	(29.85)	-	6,743.30	-	(3,900.00)	(701.18)	85,651.30
Swormville		2023	750.00	(2,136.33)	43,250.00	78,422.89	458,428.80	5,613.61	14,000.00	-	-	-	(18.23)	598,310.74
F3012		2024	750.00	(2,282.28)	43,250.00	81,240.80	472,181.65	5,910.63	14,000.00	-	-	(1,900.00)	(276.76)	612,874.04
			-	(145.95)	-	2,817.91	13,752.85	297.02	-	-	-	(1,900.00)	(258.53)	14,563.30
East Amherst		2023	2,100.00	(2,292.05)	77,750.00	69,369.33	751,563.47	5,197.92	9,800.00	22.59	-	-	(25.41)	913,485.85
F3013		2024	2,100.00	(1,901.78)	77,750.00	91,643.13	774,110.37	5,346.43	9,800.00	-	-	(2,500.00)	(408.55)	955,939.60
			-	390.27	-	22,273.80	22,546.90	148.51	-	(22.59)	-	(2,500.00)	(383.14)	42,453.75
Main-Transit		2023	2,100.00		76,100.00	169,044.00	901,723.44	9,623.43	15,000.00	190.62	-	-	(26.61)	1,173,754.88
F3014		2024	2,100.00		76,100.00	190,809.58	928,775.14	9,849.11	15,000.00	3,767.10	-	(1,600.00)	(502.47)	1,224,298.46
			-	-	-	21,765.58	27,051.70	225.68	-	3,576.48	-	(1,600.00)	(475.86)	50,543.58
Park Club		2023	75.00		5,100.00	-	46,630.60			-	-	-	(1.64)	51,803.96
F3015		2024	75.00		5,100.00	-	43,166.29			-	-	-	(32.78)	48,308.51
			-	-	-	-	(3,464.31)	-	-	-	-	-	(31.14)	(3,495.45)
Williamsville - Sheridan		2023	625.00	(18,257.67)	12,600.00	-	305,293.44	5,197.92	13,059.75	-	-	-	(37.94)	318,480.50
F3016		2024	625.00	(18,114.98)	12,600.00	-	299,395.45	5,055.23	13,059.75	-	-	(4,300.00)	(223.56)	308,096.89
			-	142.69	-	-	(5,897.99)	(142.69)	-	-	-	(4,300.00)	(185.62)	(10,383.61)
North Bailey		2023	2,100.00		7,850.00	187,177.00	283,157.18	4,384.02	8,500.00	-	-	-	(10.77)	493,157.43
F3018		2024	2,100.00		7,850.00	202,626.57	291,651.90	4,681.04	8,500.00	806.28	-	(1,000.00)	(215.10)	517,000.69
			-	-	-	15,449.57	8,494.72	297.02	-	806.28	-	(1,000.00)	(204.33)	23,843.26

Attachment: 2024FPDBudgetApproved-1211202309251 4 (RES-2023-1006 : Fire Protection District Contracts - VOW/TOA (CRS#S 4469-4475;

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 27749 **RESOLUTION 2023-623** **ADJOURNED**

1350 Eggert Road Rezoning

Request to rezone 1350 Eggert Road from OB-TNB-1 to TI-2.5.

7/24/2023
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. The public hearing was opened at 8:14 PM.

Sean Hopkins, Esq. presented.

The following speakers spoke in opposition:
Ray Volpe, 302 Crosby Blvd
Dan Dolloff, 278 Crosby Blvd
Susan Aureli, 312 Crosby Blvd
Pamela & John Sander, 34 Olney Dr
Kristen Lane, 37 Olney Dr
Janice Colvin, 49 Olney Dr
Jessica Kerr, 22 Olney Dr

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the hearing until August 21st, seconded by Councilmember Lavin and unanimously approved 5-0.

8/21/2023
Supervisor Kulpa made a motion to adjourn the hearing until September 18th at the earliest, for the petitioner to submit information regarding a storm water mitigation plan, a traffic analysis and to hold a meeting with the residents within the 600 ft. radius, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

12/4/2023
A motion to adjourn was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

12/18/2023
A motion to adjourn was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 2/5/2024 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala	

Amherst

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Daniel J. Ulatowski, A
Assistant Planning Di

July 14, 2023

Town Board Agenda of July 24, 2023

The Honorable Town Board
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Subject: Request to rezone 3.61± acres of land from Office Building-Traditional Neighborhood Business District 1 (OB-TNB-1) to Traditional Infill 2.5 District (TI-2.5); property located at 1350 Eggert Road, 1097 Group LLC, Petitioner. (Z-2023-03).

Honorable Members:

The subject property is a 3.61 ± acre rectangular parcel located on the southwest corner of the intersection of Eggert Road and Crosby Boulevard approximately 500 feet north of the intersection of Main Street and Eggert Road.

The site is currently developed as a mixed-use building with the associated parking. The existing building includes 38 apartments and first floor office space. The building ranges from single-story at the south end to 3-story at the north end due to significant grade change on the site. A semi-circular parking and drop-off/pick-up area is located adjacent to the front building entrance with the majority of the development's parking to the rear of the existing building. A 20 ft. wide easement runs near the north property line of the parcel and provides access to the adjacent property at 289 Crosby Boulevard, currently used as a group home.

For information on the surrounding zoning and land use, please refer to the attached sketch.

The purpose of this request is to utilize a zoning district that allows for a ground floor residential use to introduce new residential buildings to an existing developed site. Based on a concept plan, the proposed development project proposes two, eight-unit residential buildings that are located on the western portion of the site. Additionally, approximately 5,130 square feet of vacant commercial space within the former school building will be converted into three apartment units.

The subject site was zoned Community Facilities (CF) district with the adoption of the Town wide Zoning Map & Ordinance on January 19, 1976.

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

Honorable Town Board

Rezone land from OB-TNB-1 to TI-2.5;
Property located at 1350 Eggert Road
Agenda of July 24, 2023

Z-2010-07: The subject site at 1350 Eggert Road was included in a request to rezone 26.56± acres of land for the establishment of the Traditional Neighborhood Business (TNB) overlay district. The intent of establishing the overlay district was to advance planning objectives in the Main & Eggert area to encourage investment and improve aesthetic design. The request was adopted by the Town Board on May 17, 2010

Z-2013-16: Request to rezone 3.61± acres of land from CF-TNB-1 to OB-TNB-1 to permit the redevelopment of the former Cantalician Center school site as a mixed-use project to include 38 apartment units and 5,130± sq. ft. of office space.

It should be noted that each parcel proposed to be located within a Traditional Infill District (those listed in §5A-1 of the Zoning Ordinance) is required to have a "frontage type" assigned. The frontage types (§5A-2 of the Zoning Ordinance) function as a supplemental overlay that provides additional design requirements in order to provide a desired character and form. As part of the subject rezoning request, the Planning Board has recommended approval with the condition that the "Residential" frontage type be assigned to this property. A "Residential" frontage type allows for buildings that are closer in mass and scale to large traditional houses. This is accomplished through dimensional requirements for a larger front setback (10'-30'), smaller building massing (40' width maximum) and a pitched roof design. These elements along with other dimensional standards facilitate an architectural form that is consistent with a typical residential building. The Planning Board, in recognition of the character of the surrounding neighborhood deemed this frontage type as the most appropriate for the future proposed development of the subject parcel and recommends the Town Board assign "Residential" frontage type as a condition of the rezoning.

The Planning Board offers the following findings consistent with Section 8-3 of the Zoning Ordinance.

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

Figure 6A in the Bicentennial Comprehensive Plan illustrates the subject site as appropriate for commercial-mixed use. Further, Figure 6A highlights the appropriate zoning district as Traditional Infill. The Traditional Infill areas are characterized by walkable, pedestrian scaled development that services the surrounding neighborhood. Smaller scale development with attention to architectural design creates a sense of place while preserving the character of the existing community. The subject request if assigned a residential frontage as permitted by the traditional infill zoning district will be consistent with goals and objectives of the Comprehensive Plan. As noted, the petitioner's proposed concept plan and building form must be revised to be consistent with the surrounding residential scale and building form.

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

The rezoning request is consistent with Section 1-2-2K of the Zoning Ordinance which seeks to guide the future development of the Town so as to bring about the gradual conformity of land and building uses in accordance with the objectives of the Comprehensive Plan. The Petitioner's concept plan should be consistent with the residential frontage standards pursuant to section 5A-2-6 of the Zoning Ordinance.

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

Honorable Town Board

Rezone land from OB-TNB-1 to TI-2.5;
Property located at 1350 Eggert Road
Agenda of July 24, 2023

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

The proposed development faces to the north to a neighborhood park and single family houses. The rezoning request and introduction of a residential land use is compatible with the surrounding land uses which are single family residential to the north and west, zoned Residential District 3 (R-3). Multi-family residential to the northeast, zoned Residential District 4 (R-4), a place of worship to the southeast, zoned Community Facilities with the Traditional Neighborhood Business District overlay (CF-TNB-1), and a commercial office to the south, zoned Office Building with the Traditional Neighborhood Business District overlay (OB-TNB-1).

ADEQUATE SERVICES AND UTILITIES

All services and utilities necessary for the proposed rezoning are available and adequate at the subject location. This is an Unlisted Action, and an environmental assessment consistent with SEQR has been prepared for the subject proposal. Pursuant to Local Law #3-82, as amended, the requirements of SEQR are complete and the proposal is not expected to have a significant adverse effect on the environment.

RECOMMENDATION

The Planning Department requests that if the Town Board desires to act on the rezoning request, that a decision date be established after the public hearing so that the Planning Department can prepare a determination of environmental significance pursuant to SEQR, and prepare a resolution for the Town Board's consideration.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/TV/ac
Att.
X:\Current_Planning\Files\Rezonings\2023\Z-2023-03_(1350_Eggert_Rd)_2023\Z-2023-03_TB_Letter.doc
cc: Martin Polowy, Town Attorney

Planning Board Approval May 18, 2023
Ayes 6, Noes 0, Absent 1 (Chmiel)

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2023-03

PETITIONER

1097 Group LLC
Hopkins Sorgi & McCarthy
5500 Main St., Suite 343
Williamsville, NY 14221

PROPERTY LOCATION

1350 Eggert Road

'23 MAY 26 AM9:1

WHEREAS the Town of Amherst Planning Board on Thursday, May 18, 2023 held a public hearing on the proposed rezoning of land from Office Building- Traditional Neighborhood Business District 1(OB-TNB-1) to Traditional Infill District 2.5 (TI-2.5) , and

WHEREAS the Planning Board has reviewed plans and other materials regarding the rezoning proposal, and

WHEREAS the materials and plans have been referred to the Town's various review agencies, and

WHEREAS in accordance with Section 8-3-5 of the Zoning Ordinance the Planning Board finds that:

A. The proposed zoning and development plan if revised can be consistent with the policies of the Comprehensive Plan and the Zoning Ordinance.

B. There are adequate services and utilities available or proposed to be made available in the construction of the development.

C. The proposed zoning is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.

D. The subject property is suitable for uses permitted by the current versus the proposed district.

E. The proposed change does tend to improve the balance of uses, or meets a specific demand in the Town.

F. Review by the US Army Corps of Engineers under Section 404 of the Clean Water Act may be waived since hydric/potentially hydric soils have not been identified on the parcel.

WHEREAS pursuant to Local Law #3-82, as amended, the Planning Board recommends that the Town Board determine that the requirements of SEQR are complete and that the subject proposal is not expected to have a significant adverse effect on the environment.

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2023-03

PETITIONER

1097 Group LLC

PROPERTY LOCATION

1350 Eggert Road

'23 MAY 26 AM9:1

NOW THEREFORE BE IT RESOLVED that the Planning Board recommends to the Town Board in accordance with Section 8-3-4 of the Zoning Ordinance, that the rezoning request be approved subject to:

1. A residential frontage be assigned to the parcel pursuant to Section 5A-2-1 of the Zoning Ordinance, and as extended along Crosby Boulevard.

2. That the use of the subject property as an ambulance service be prohibited and that a deed restriction prohibiting same on the property be filed with the Erie County Clerk's office.

The foregoing resolution was adopted by the Town of Amherst Planning Board, May 18, 2023; moved by Giuliani; seconded by Kahn; ayes 6; noes 0; absent 1 (Chmiel).

Robert J. Gilmour, Planning Board Chair

5/25/23
Date

TV/ac
X:\Current_Planning\Files\Rezonings\2023\Z-2023-03_(1350_Eggert_Rd)_2023\Z-2023-03_resolution_051823.docx
cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main Street, Suite 343, Williamsville, NY 14221

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

Rezoning Application & Supporting Documentation - Rezoning of 1350 Eggert Road from OB-TNB-1 to TI-2.5 Applicant: 1097 Group LLC c/oSean Hopkins, Esq., Hopkins Sorgi & McCarthy PLLC

Prepared by: Sean Hopkins, Esq.
Hopkins Sorgi & McCarthy PLLC
5500 Main Street, Suite 343
Williamsville, NY 14221
Tel: 716.510-4338
E-mail: shopkins@hsmlegal.com

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Rezoning Review and, if required Comprehensive Plan Amendment

For Official Use

File #: Z-2023-03 **Acreage** 3.61 **Fee $** 1765

Address Verified by Assessor's Office _____ VERIFIED BY DATE

Materials Accepted by Town Clerk & Fee Paid _____ ACCEPTED BY DATE

Materials Checked by Building Dept. _____ RECEIVED BY DATE

Materials Received by Planning Dept. 2/21/2023 RECEIVED BY DATE

		Fill In Applicable Fees
2 ACRES OR LESS	**$1,250**	$1,250.00
2 – 20 ACRES **$1,250 + $250/acres or fraction thereof over 2 acres**		$500.00
20 – 30 ACRES **$5,700 + $150/acre or fraction thereof over 20 acres**		_____
OVER 30 ACRES **$6,900 +$75/acre or fraction thereof over 30 acres**		_____
Request for Relief of/Change to Conditions of Zoning Approval	**$ 1,200**	_____
AFFIDAVIT FEE FOR PUBLIC HEARING	**$ 15.00**	$15.00
TOTAL FEE:	~~$1,265.00~~ 1,765.00	1,765.00

RECEIVED FEB 21 2023 TOWN OF AMHERST PLANNING DEPT.

[Note: A completed Part 1 of the Full Environmental Assessment Form along with Page 5[a] and Attachment "A" is attached as Exhibit "1".]

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

TO BE COMPLETED BY APPLICANT

1. **Petitioner:** Name: 1097 Group LLC

Address: c/o Sean Hopkins, Esq.
5500 Main Street, Suite 343
Williamsville, New York 14221
City State Zip Code

Phone: 510-4338 Fax:

E Mail shopkins@hsmlegal.com

2. **The undersigned hereby petitions the Honorable Town Board to rezone the following described property**

From: OB-TNB-1 District

To: TI-2.5 District

3. **Street address of land to be rezoned:** (must be verified by Town Assessor's Office)

1350 Eggert Road

SBL #: SBL No. 67.82-3-9.11

4. **Area of land to be rezoned** (in acres): Approximately 3.61 acres

5. **Owner of Land:**

Name: 1097 Group LLC c/o Sean Hopkins, Esq.

Address: 5500 Main Street, Suite 343 - Williamsville, NY 14221

Telephone: 716.510-4338

6. **Representative** (Architect, Engineer, Landscape Architect, Surveyor or Attorney):

Name: Sean W. Hopkins, Esq.

Address: 5500 Main Street, Suite 343
Williamsville, New York 14221
Tel: 716.510-4338 - E-mail: shopkins@hsmlegal.com
City State Zip Code

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

7. Petitioner's interest in property

_____Option to purchase

__X_____Owner

__ _____Other (explain)

8. The following are all others having an interest in this application and join herein with the petitioner named above: (describe extent of interest; attach sheets as needed)

Not Applicable.

9. Attach Survey and Legal description of land to be rezoned. The Survey must be prepared by a New York State Licensed Land Surveyor. Legal description of the property to be rezoned from OB-TNB-1 to TI-2.5 attached as Exhibit "2" and the survey of the Project Site attached as Exhibit "3".

10. Said property has the following deed restrictions or Covenants: (attach copy) Not Applicable.

Liber _____ Page _____

11. Information on proposed project:

A. Description of the character of the proposed development:

See Exhibit 4.

B. Rationale for rezoning request:

1. Why was this site chosen?

See Exhibit 4

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

2. Why cannot land be used with the existing zoning?

See Exhibit 4.

3. How will this rezoning impact surrounding properties?

See Exhibit 4.

4. How will this rezoning impact the school system?

See Exhibit 4.

12. Quantitative Data:

A. Total # of dwelling units: 9 proposed two-story attached townhome units

B. Distribution of dwelling units by type: Apartments

C. Gross Residential Density per acre: 13 units per acre

D. Total amount of Open Space: Not Applicable

E. Proposed Non-Residential Floor Area: Not Applicable

[Note: A reduced size copy of the Site Plan for the proposed project is provided at Exhibit "6".]

13. Development Schedule:

Start: Summer 2023

Finish: 2024

Stages (# of): 1

14. If any portion of the proposed development is planned to be sold or leased, please describe:

The apartments will be leased.

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

15. Open Space ownership and maintenance provisions (if applicable):

Greenspace and landscaping will be privately owned and maintained.

16. Basis for Findings (Sec. 8-3-5 of the Town Zoning Code) (Attach sheets and supplemental materials as necessary.)

A. The proposed zoning and development plan must be generally consistent with the policies of the Comprehensive Plan and the Town Zoning Ordinance.

1. State in detail why the proposed zoning is consistent with the adopted Town of Amherst Bicentennial Comprehensive Plan. Cite specific sections, maps, and/or figures in the plan that support the proposed zoning at this location (The Comprehensive Plan document is available at the Planning Department, Town Clerk's Office, Amherst libraries, or at www.amherst.ny.us). Add sheets as needed.

See Exhibit 5.

2. Pursuant to NYS Town Law Section 272a(11), "all Town land use regulations must be in accordance with a comprehensive plan adopted pursuant to this Section." The Town Board adopted the Comprehensive Plan pursuant to NYS Town Law 272 on January 2, 2007. If the rezoning is approved, the Town Board may require the Plan to be amended, as applicable.

Cite all text, map, and / or figures that must be amended to support the proposed zoning at this location (attach pages as necessary) and provide detailed suggested amendments.

See Exhibit 5.

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

3. State why the proposed zoning is consistent with intent and objectives (Sec. 1-2-2) of the Zoning Ordinance:

See Exhibit 5.

B. Adequate Services and Utilities are available or are proposed to be made available with the construction of the development:

1. Sanitary Sewer

Yes.

2. Storm Sewer/Drainage

Yes.

3. Water

Yes.

4. Other Yes.

C. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:

See Exhibit 5.

D. Suitability of the subject property for uses permitted by the current versus the proposed district:

See Exhibit 5.

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

E. Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the Town:

See Exhibit 5.

17. The petitioner encloses herewith the sum of $ 1,265.00 to pay the fee, and consents to the placement of a sign(s) at the described location identifying this request for a period of time to be determined by the Town Clerk.

18. The undersigned certifies that all information required to be disclosed pursuant to Section 809 of the General Municipal Law (see below) is as follows:

The undersigned swears or affirms that all statements made herein are true, that all drawings submitted correctly show the situation involved in this petition.

Signature of Petitioner

Subscribed and sworn to before me this 21st day of Feb., 2023

Notary Public, Erie County, New York

NOREEN A. ZIMMERMAN
Notary Public, State of New York
Qualified in Niagara County
My Commission Expires Aug. 31, 20

N.Y.S. General Municipal Law - Section 809 Disclosure in certain applications:

1. Every application, petition or request submitted for a variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license or permit, pursuant to the provision of any ordinance, local law, rule or regulation constituting the zoning and planning regulations of a municipality shall state the name, residence and the nature and extent of the interest of any state office or any office or employee of such municipality or of a municipality of which such municipality is a part, in the person, partnership or association making such application, petition or request (hereinafter called the applicant) to the extent known to such applicant.

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

2. For the purpose of this section an officer or employee shall be deemed to have an interest in the applicant when he, his spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them

   (a) is the applicant, or
   (b) is an officer, director, partner or employee of the applicant, or
   (c) legally or beneficially owns or controls stock of a corporate applicant or is a member of a partnership or association applicant, or
   (d) is a party to an agreement with such an applicant, express or implied, whereby he may receive any payment or other benefit, whether or not for services rendered, dependent or contingent upon the favorable approval of such applicant, petition or request.

3. In the county of Nassau the provisions of subdivisions one and two of this section shall also apply to a party officer. "Party Officer" shall mean any person holding any position or office, whether by election, appointment or otherwise, in any party as defined by subdivision four or section two of the election law.

4. Ownership of less than five per cent of the stock of a corporation whose stock is listed on the New York or American Stock Exchanges shall not constitute an interest for the purposes of this section.

5. A person who knowingly and intentionally violates this section shall be guilty of a misdemeanor.

P/CurrPlan/Applications2007/Rezoning & Comp Plan Amend App.
10/08

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

EXHIBIT 1

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Rezoning of 1350 Eggert Road from OB-TNB-1 to TI-2.5		
Project Location (describe, and attach a general location map): 1350 Eggert Road - Town of Amherst - Erie County		
Brief Description of Proposed Action (include purpose or need): The proposed project ("action") consists of a two-story town home building consisting of nine units and related site improvements to be located on a portion of 1350 Eggert Road ("Project Site"). The proposed action has been defined broadly to include all required discretionary approvals and permits as well as all proposed site improvements including an amendment of the zoning classification of the Project Site from OB-TNB-1 to TI-2.5 by the Town of Amherst Town Board. The project purpose is to develop a portion of the Project Site for residential purposes per the recommended land use in Figure 6-A of the Town's adopted Comprehensive Plan. The proposed project which represents an expansion of the previously approved redevelopment of the Project Site is an Unlisted Action and will not result in any potentially significant adverse environmental impacts. There were previous multiple negative declarations issued by the Town of Amherst municipal boards in connection with the environmental reviews of the existing project.		
Name of Applicant/Sponsor: 1097 Group LLC c/o Sean Hopkins, Esq.	Telephone: 716.510-4338 E-Mail: shopkins@hsmlegal.com	
Address: 5500 Main Street, Suite 343		
City/PO: Williamsville	State: NY	Zip Code: 14221
Project Contact (if not same as sponsor; give name and title/role):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

B. Government Approvals

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

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes ☐No	Town of Amherst Town Board - Rezoning	January 2023
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Town of Planning Board - Site Plan Amendment	To be Determined
c. City, Town or Village Zoning Board of Appeals ☐Yes ☑No		
d. Other local agencies ☐Yes ☑No		
e. County agencies ☐Yes ☑No		
f. Regional agencies ☐Yes ☑No		
g. State agencies ☐Yes ☑No		
h. Federal agencies ☐Yes ☑No		

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

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

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

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

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

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

If Yes, identify the plan(s):
NYS Heritage Areas:West Erie Canal Corridor

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

If Yes, identify the plan(s):

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C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
OB-TNB-1

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

c. Is a zoning change requested as part of the proposed action? ☑ Yes ☐ No
If Yes,
i. What is the proposed new zoning for the site? TI-2.5

C.4. Existing community services.

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

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

c. Which fire protection and emergency medical services serve the project site?
Volunteer Fire Department

d. What parks serve the project site?
Various parks including public park contiguous to the project site

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Residential consisting of two-story attached townhomes for lease.

b. a. Total acreage of the site of the proposed action? _____ acres
b. Total acreage to be physically disturbed? .5 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres

c. Is the proposed action an expansion of an existing project or use? ☑ Yes ☐ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % 23.6% [38 existing units] Units: 9

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☑ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

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

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

If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				9
At completion of all phases				

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

If Yes,

i. Total number of structures _____

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

iii. Approximate extent of building space to be heated or cooled: _____ square feet

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

If Yes,

i. Purpose of the impoundment: _____

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

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

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

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

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

D.2. Project Operations

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

If Yes:

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

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

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

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

iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No

If yes, describe. _____

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

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

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

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

ix. Summarize site reclamation goals and plan: _____

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

If Yes:

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

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

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

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

- acres of aquatic vegetation proposed to be removed:
- expected acreage of aquatic vegetation remaining after project completion:
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access):
- proposed method of plant removal:
- if chemical/herbicide treatment will be used, specify product(s):

v. Describe any proposed reclamation/mitigation following disturbance:

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

i. Total anticipated water usage/demand per day: 900 gallons/day

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

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

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

- Describe extensions or capacity expansions proposed to serve this project:
- Source(s) of supply for the district:

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

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

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

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

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

i. Total anticipated liquid waste generation per day: 1,800 gallons/day

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

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

- Name of wastewater treatment plant to be used: Town of Amherst Wastewater Treatment Plant
- Name of district: Town of Amherst Consolidated Sanitary Sewer District
- Does the existing wastewater treatment plant have capacity to serve the project? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No

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

If Yes:

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

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

If Yes:

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

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

_____

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

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

If Yes:

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

_____ Square feet or .4 acres (impervious surface)

_____ Square feet or 3.3 acres (parcel size)

ii. Describe types of new point sources. Runoff from impervious surfaces

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

Municipal system.

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

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

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

If Yes, identify:

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

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

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

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

If Yes:

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

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

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

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

If Yes:

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

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

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

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

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

If Yes:

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

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

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

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

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

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

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

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

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

If Yes:

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

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

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

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

i. During Construction:

- Monday - Friday: 7:00 to 7:00
- Saturday: 7:00 to 5:00
- Sunday: Not Applicable
- Holidays: Not Applicable

ii. During Operations:

- Monday - Friday: Not Applicable
- Saturday: _____
- Sunday: _____
- Holidays: _____

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

If yes:

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

Construction equipment and activities limited to daytime hours is a temporary and unavoidable adverse impact.

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

Describe: _____

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

If yes:

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

Lighting on building will comply with the stringent lighting standard contained in the Zoning Code.

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

Describe: _____

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

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

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

If Yes:

i. Product(s) to be stored _____

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

iii. Generally, describe the proposed storage facilities: _____

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

If Yes:

i. Describe proposed treatment(s):

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

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

If Yes:

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

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

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

- Construction: _____
- Operation: _____

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

- Construction: _____
- Operation: _____

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

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

ii. If mix of uses, generally describe:

Mixture of uses and zoning classifications.

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	1.8	2.2	.4
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	0	0
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: Greenspace/Landscaping	1.5	1.1	(.4)

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

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

e. Does the project site contain an existing dam? ☐Yes ☑No
If Yes:
i. Dimensions of the dam and impoundment:
- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐Yes ☑No
If Yes:
i. Has the facility been formally closed? ☐Yes ☐ No
- If yes, cite sources/documentation: _____

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

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

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐Yes ☑No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐Yes ☑ No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐Yes ☐No
☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____
☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____
☐ Neither database

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

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐Yes ☑No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

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

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

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? >3 feet

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

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

Farmington channery loam [FaB]	95.9 %
Ovid silt loam [OvA]	3.2 %
Urban land-Wassaic complex [Ux]	.9 %

d. What is the average depth to the water table on the project site? Average: >5 feet

e. Drainage status of project site soils:
☐ Well Drained: _____% of site
☑ Moderately Well Drained: .9 % of site
☑ Poorly Drained 99.1 % of site

f. Approximate proportion of proposed action site with slopes:
☑ 0-10%: 100 % of site
☐ 10-15%: _____% of site
☐ 15% or greater: _____% of site

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

h. Surface water features.

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

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

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

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

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

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

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

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

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

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

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

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

i. Name of aquifer: _____

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m. Identify the predominant wildlife species that occupy or use the project site:
Typical suburban species.

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

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

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

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

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

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

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

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

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No
If Yes:
i. CEA name:
ii. Basis for designation:
iii. Designating agency and date:

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

If Yes:

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

ii. Name: Eligible property:School 13 - Eggert Rd Elementary School, Eligible property:St. Benedicts Roman Catholic Church Complex

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

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

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

If Yes:

i. Describe possible resource(s):

ii. Basis for identification:

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

If Yes:

i. Identify resource:

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

iii. Distance between project and resource: _____ miles.

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

If Yes:

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

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

F. Additional Information

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

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

G. Verification

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

Applicant/Sponsor Name 1097 Group LLC Date February 21, 2023

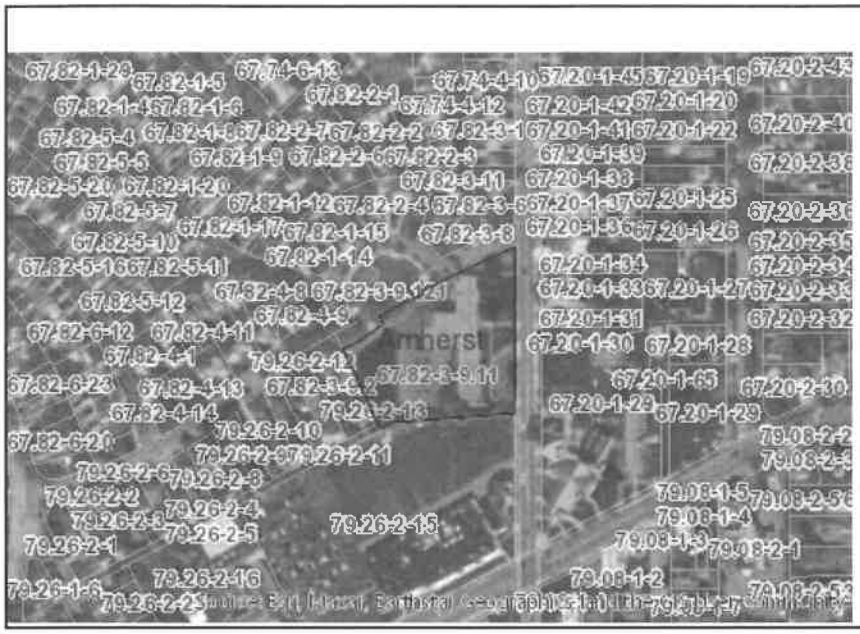
Signature Title Attorney for Project Sponsor

PRINT FORM

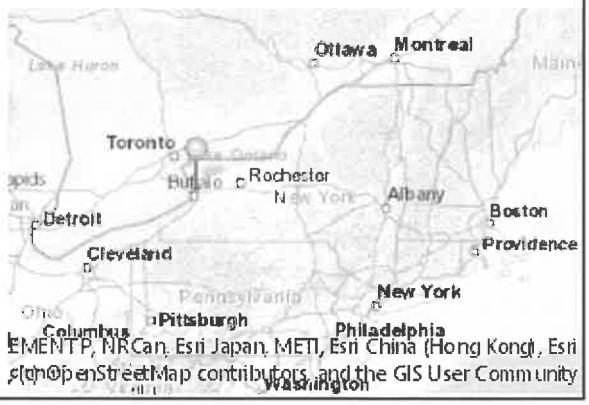
Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

EAF Mapper Summary Report

Monday, February 20, 2023 12:59 PM



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



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

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Eligible property:School 13 - Eggert Rd Elementary School, Eligible property:St. Benedicts Roman Catholic Church Complex
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

Rezoning of 1350 Eggert Road from OB-TNB-1 to TI-2.5

TOWN OF AMHERST ATTACHMENT
State Environmental Quality Review
ENVIRONMENTAL ASSESSMENT FORM

1. For each applicable category of proposed new structures, including additions to existing structures, provide the following information for all soil types on the project site (*according to Soil Survey of Erie County, NY; Table 11, Building Site Development, pp 294-305):*

Soil Name	Shallow excavations	Dwellings without basements	Dwellings with basements	Small commercial buildings	Local roads and streets
Farmington Channery Loam	Severe	Severe	Severe	Severe	Moderate
Ovid Silt Loam	Severe	Severe	Severe	Severe	Severe
Urban Land-Wassaic Complex	Moderate	Moderate	Moderate	Moderate	Moderate

2. If the Soil survey indicates either "severe" or "moderate" suitability for the proposed types of construction, a geotechnical and hydrological analysis based on one test per 3.5 acres of project area must be provided (per Town Board resolution, 3/17/03, amended 6/16/03).

   _x_ Geotechnical report attached _____ Not applicable

   [Note: Three copies of the Geotechnical Report prepared by Terracon Consultants - NY, Inc. dated July 28, 2022 have been submitted to the Planning Department].

3. Is your property located: On Youngs Road between Dodge and Klein Roads? □ Yes x No
   On Wehrle Dr. between Spindrift Dr. and Oakwood Rd? □ Yes x No

   If so, the property may be within an area of the Town that is affected by a moratorium on connections to the sanitary sewer system.

4. Are there alternative locations on the site for this project? □ Yes x No

5. Location and size of real property owned by petitioner within one (1) mile of subject proposal:

   Not Applicable.

6. Are you aware of current or future plans or intentions by others in the Town of Amherst to develop property within 1000± ft. of the present project request: □ Yes ☒ No
   Describe: Not Applicable.

   (Potential environmental impacts from adjacent or nearby projects undergoing the approval process will receive a coordinated environmental review to determine cumulative effects on common receivers (e.g. traffic and drainage corridors) and other relevant environmental concerns.)

7. Maximum number of vehicular trips to be generated per peak hour upon completion of project 7 [Weekday A.M. Peak]
   Source: ITE Trip Generation Report

8. Will blasting occur during construction? □ Yes ☒ No

9. Does the project propose to connect and be tributary to the public sanitary sewer system? ☒ Yes □ No

10. Proposed net additional gallons per day (gpd) of sanitary sewer discharge upon completion of project:
    1,800 average flow 7,200 peak flow.

    (Average flows of 2,500 gpd or greater will require an Engineer's Report that includes a detailed downstream sewer capacity analysis and the identification of and commitment to required I/I offset work during peak wastewater flow conditions.)

11. Based on the Town's *2011 Reconnaissance Level Survey of Historic Resources,* is your property 'blue-rated' for historic significance? □ Yes ☒ No

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

EXHIBIT 2

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

EXHIBIT 2 OF REZONING APPLICATION

LEGAL DESCRIPTION OF PROPERTY TO BE REZONED FROM OB-TNB-1 TO TI-2.5

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie, and State of New York, being part of Lot 18, Township 12, Range 7 of the Holland Land Company's Survey and known as part of lands shown on map filed in Erie County Clerk's Office under Cover No. 1492, bounded and described as follows:

BEGINNING at the intersection of the center line of Eggert Road with southeast line of Crosby Boulevard as shown on said map cover extended northeasterly; Thence southwesterly along the southeast line of Crosby Boulevard, 311.95 feet; Thence southeasterly at an exterior angle of 88°37'34", a distance of 10.25 feet to a point; Thence southwesterly at an exterior angle of 89°30'14", a distance of 32.04 feet to a point; Thence continuing southwesterly at an interior angle of 175°08'50", a distance of 95.35 feet to a point; Thence southeasterly at an interior angle of 92°40'17", a distance of 22.57 feet to a point on the northwesterly line of a 20' wide right of way for ingress and egress granted to Mother of Divine Grace Housing Development Fund Company Inc. and recorded in Erie County Clerk's Office in Liber 10219 of Deeds at page 613; Thence southwesterly at an exterior angle of 99°29'49" along said northwesterly easement line, a distance of 75.13 feet to a point; Thence continuing southwesterly at an exterior angle of 170°43'40" along said northwesterly easement line, a distance of 49.19 feet to a point, said point being on the northeasterly line of premises conveyed to Mother of Divine Grace Housing Development Fund Company, Inc. by Warranty Deed dated September 27, 1990 and recorded in the Erie County Clerk's Office on September 27, 1990 in Liber 10219 of Deeds at page 613; Thence southeasterly at right angles along the northeasterly line of said premises conveyed to Mother of Divine Grace Housing and along an extension of said northeasterly line, a distance of 233.32 feet to the southwest corner of lands conveyed to School District No. 13 by deed recorded in the Erie County Clerk's Office in Liber 1693 of Deeds at page 292; Thence northeasterly along the southeast line of said school lands, a distance of 39.70 feet to the southwest corner of lands conveyed to School District No. 13 by deed recorded in Liber 2504 of Deeds at page 268; Thence easterly along the south line of said school lands, a distance of 355.91 feet to a point on the center line of Eggert Road; Thence northerly along the center line of said road, a distance of 448.69 feet to the point of beginning.

Said parcel containing an area of 3.61 acres, more or less.

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

EXHIBIT 3

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

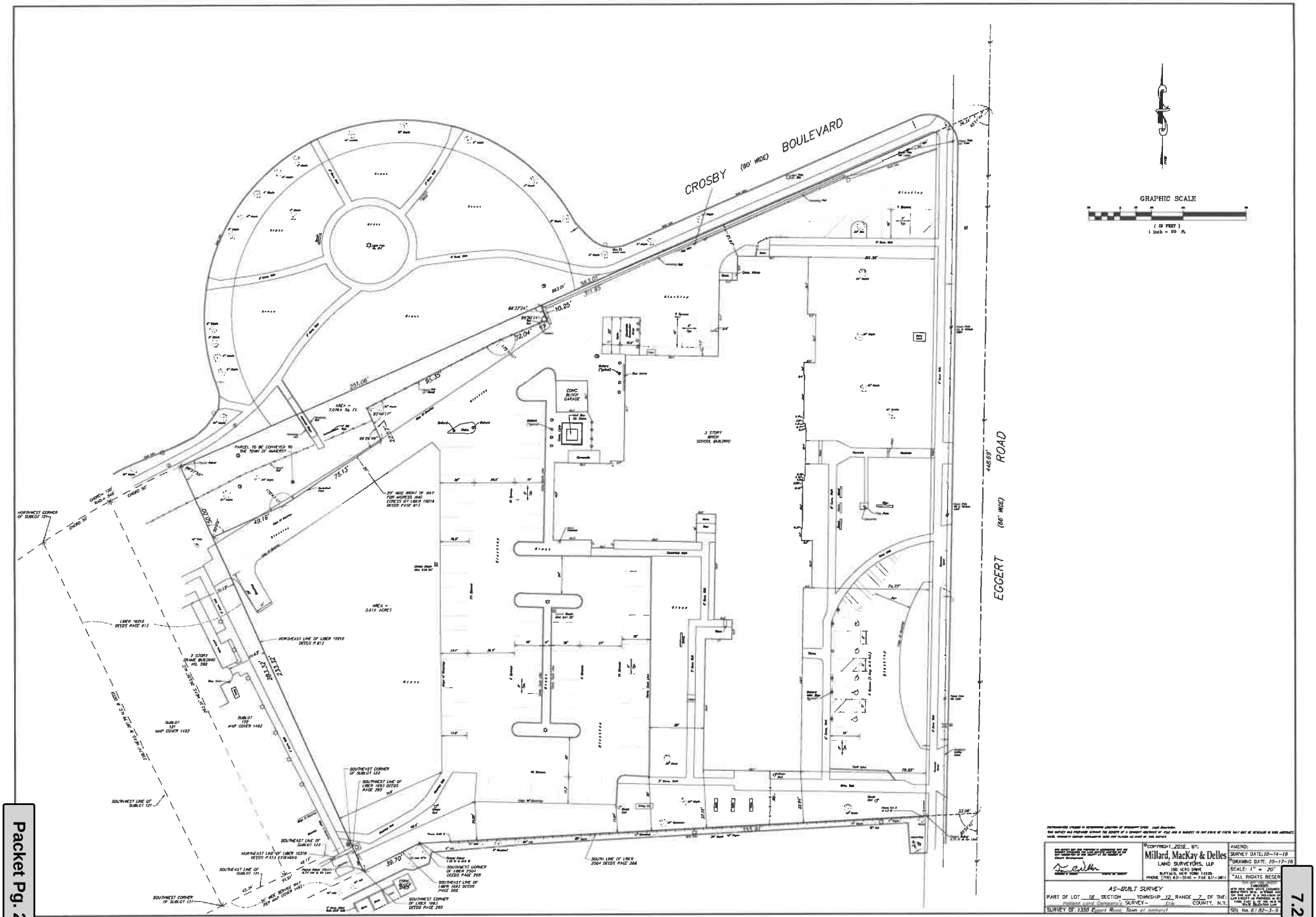

CROSBY (60' WIDE) BOULEVARD
EGGERT ROAD (66' WIDE)
GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.
3 STORY BRICK SCHOOL BUILDING
CONC. BLOCK GARAGE
AREA = 3.619 ACRES
AREA = 7,0165 Sq. Ft.
PARCEL TO BE CONVEYED TO THE TOWN OF AMHERST
20' WIDE RIGHT OF WAY FOR INGRESS AND EGRESS BY LIBER 10218 DEEDS PAGE 813
LIBER 10218 DEEDS PAGE 813
NORTHEAST LINE OF LIBER 10218 DEEDS P.813
3 STORY FRAME BUILDING NO. 388
SUBLOT 121 MAP COVER 1492
SUBLOT 122 MAP COVER 1492
SOUTHWEST LINE OF SUBLOT 121
SOUTHEAST CORNER OF SUBLOT 122
SOUTHEAST LINE OF LIBER 1693 DEEDS PAGE 299
SOUTHEAST LINE OF SUBLOT 122
NORTHEAST LINE OF LIBER 10218 DEEDS P.813 (CERTAIN)
SOUTHWEST LINE OF SUBLOT 121
SOUTHWEST CORNER OF SUBLOT 121
SOUTHWEST CORNER OF LIBER 2500 DEEDS PAGE 368
SOUTHEAST LINE OF LIBER 1693 DEEDS PAGE 299
SOUTHWEST CORNER OF LIBER 1693 DEEDS PAGE 299
SOUTH LINE OF LIBER 2504 DEEDS PAGE 368
NORTHWEST CORNER OF SUBLOT 121
CHORD 50'
CHORD 100'
R=50'
R=100'
311.85'
251.06'
95.35'
75.13'
49.19'
232.32'
284.34'
39.70'
10.25'
12.04'
448.69'
74.73'
79.83'
43.08'
©COPYRIGHT 2016 BY:
Millard, MacKay & Delles
LAND SURVEYORS, LLP
150 ALEXO DRIVE
BUFFALO, NEW YORK 14225
PHONE (716) 821-3140 • FAX 831-3811
"ALL RIGHTS RESERVED"
AS-BUILT SURVEY
PART OF LOT 18 SECTION TOWNSHIP 12 RANGE 7 OF THE
SURVEY OF 1350 Eggert Road Town of Amherst COUNTY, N.Y.
AMEND:
SURVEY DATE: 10-14-16
DRAWING DATE: 10-17-16
SCALE: 1" = 20'
SRL No. 6: 82-3-6

EXHIBIT 4

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

EXHIBIT 4

REZONING OF 1350 EGGERT ROAD FROM OB-TNB-1 TO TI-2.5

Question 11(A): **Description of the character of the proposed development:**

Response to Question 11(A): The proposed project consists of the development of a portion of the property at 1350 Eggert Road ("Project Site") as a two-story townhome building consisting of nine units with attached garages. A full-size copy of the Site Plan [Drawing C-100] depicting the proposed project is attached is attached and a reduced-size copy of the Site Plan is also attached as **Exhibit "6"**. A copy of the Conceptual Elevation Plan for the proposed two-story townhome building is attached as **Exhibit "7".**

Question 11(B)(1): **Rationale for rezoning request: 1. What was this site chosen?**

Response to Question 11(B)(1): The Project Site is an appropriate location for the requested rezoning from OB-TNB-1 to TI-2.5 since the requested zoning classification is consistent with Figure 6-A of the Comprehensive Plan that designates the property on the west side of Eggert Road in the vicinity of Main Street and Eggert Road as a "Traditional Area" [Designation Area No. 32 on Figure 6-A]. A color copy of Figure 6-A of the Comprehensive Plan is attached as **Exhibit "8"**.

Question 11(B)(2): **Why cannot land be used with the existing zoning?**

Response to Question 11(B)(2): The Project Site is currently being utilized in accordance with its existing zoning classification but the existing OB-TNB-1 zoning classification does not allow the proposed two-story townhome building consisting exclusively of residential units for lease as permitted principal use.

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

Question 11(B)(3): How will this rezoning impact surrounding properties?

Response to Question 11(B)(3): The requested rezoning of the Project Site from R-3 and OB to DC-5 to accommodate the proposed two-story townhome building consisting of nine units will not result in any potentially significant adverse impacts on surrounding properties. A completed Part 1 of the Full Environmental Assessment Form prepared pursuant to the State Environmental Quality Review Act ("SEQRA") is provided at **Exhibit "1"** of this Rezoning Application.

Question 11(B)(4): How will this rezoning impact the school system?

Response to Question 11(B)(4): The proposed project will have positive impacts on the school district since it generate property taxes. The proposed townhome project will potentially generate some demand for educational services provided by the school district but it is anticipated will have overall positive fiscal impacts since the annual school taxes will be higher than the cost of educational services for school age children of the future residents of the townhomes.

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

EXHIBIT 5

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

EXHIBIT 5

REZONING OF 1350 EGGERT ROAD FROM OB-TNB-1 TO TI-2.5

Question 16(A)(1): **State in detail why the proposed zoning is consistent with the adopted Town of Amherst Bicentennial Comprehensive Plan. Cite specific sections, maps and/or figures in the plan that support the proposed zoning at this location.**

Response to Question 16(A)(1): The Town of Amherst adopted the Bicentennial Comprehensive Plan in January of 2007 after completing a lengthy planning process that included numerous public meetings and public hearings involving the Comprehensive Plan Advisory Committee, the Planning Board and the Town Board.[1] On December 14, 2020, the Town Board most recently adopted amendments to the Bicentennial Comprehensive Plan. The proposed townhome project is consistent with the Comprehensive Plan including Figure 6-A that designates the Project Site as a "Traditional Area".

Question 16(A)(2): **Cite all text, map, and/or figures that must be amended to support the proposed zoning at this location and provide detailed suggested amendments.**

Response to Question 16(A)(2): The proposed project is consistent with the Comprehensive Plan and such there is not a need to amend the Comprehensive Plan to accommodate the proposed project.

Question 16(A)(3): **State why the proposed zoning is consistent with intent and objectives (Sec. 1-2-2) of the Zoning Ordinance:**

Response to Question 16(A)(3): Section 1-2-1 of the Zoning Code is titled "Purpose" and it states as follows:

---

[1] A copy of the resolution adopted by the Town Board for the purpose of adopting the Bicentennial Comprehensive Plan pursuant to Town Law Section 272-a is included at the beginning of the Comprehensive Plan. This resolution recites the lengthy planning history that incorporated numerous opportunities for public input as well as a coordinated environmental review pursuant to SEQRA that involved the preparation a Generic EIS and the issuance of a Findings Statement.

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

> *"The purpose of this Zoning Ordinance and the intent of the legislative authority in its adoption is to promote the environment of the town and its public health, safety, convenience, comfort, prosperity and the general welfare by regulating the use of buildings, other structures and land for residences, open space, public facilities, business, services, industry or other purposes; by regulating and restricting the bulk, height, design, building coverage and location of structures; by regulating and limiting population density; and for the aforesaid purposes, to divide the land within the limits of the town into districts of such number and dimensions generally consistent with the policies of the Comprehensive Plan and to provide procedures for the administration and amendment of said Zoning Ordinance."*

The proposed rezoning of the Project Site to accommodate the proposed townhome project on a portion of the Project Site is consistent with the "Purpose" of the Zoning Code. Section 1-2-2 of the Zoning Code sets forth the objectives of the Zoning Code. This section of the Zoning Code lists thirteen objectives that are discussed below as follows:

A. To protect the character and values of residential, institutional and public uses, business, commercial and manufacturing uses and to insure their orderly and beneficial development;

Response: The proposed rezoning of the Project Site will be consistent with the objective of protecting the character and value of existing land uses. The proposed rezoning will allow a portion of the Project Site to be redeveloped as a 2-story townhome building consisting of nine units with attached garages, which represents orderly and beneficial development.

B. To provide adequate open spaces for light, air and outdoor uses to include public, common and private open space areas;

Response: The proposed rezoning of the Project Site will not be inconsistent with this objective.

C. To prevent overcrowding of land;

Response: The proposed project will not result in the overcrowding of land. The project is consistent with the type of development designated as appropriate for the Project Site per the adopted Comprehensive Plan.

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

D. To prevent excessive concentration of population and to prevent spare and uncoordinated development;

Response: The proposed rezoning of the Project Site will not result in excessive concentration of population and the residential project represents an example of coordinated development.

E. To regulate and control the location and spacing of buildings on the lot and in relation to the surrounding property generally consistent with the policies of the Comprehensive Plan.

Response: The responses to the Questions in Section 16 provided above sets forth the reasons the proposed rezoning is consistent with the policies of the Comprehensive Plan.

F. To protect persons and property from damage and injury due to fire or flood;

Response: The Site Plan Application review process will trigger the need for an Engineer's Report to be prepared by a licensed engineer to be prepared for review and approval by the Town's Engineering Department. The project will not increase the likelihood of damage and injury due to fire and flood. The proposed multifamily building will be constructed per the stringent requirements of the NYS Building Code including the fire safety standards contained therein.

G. To preserve and protect significant natural features and vegetation, thereby preventing ecological damage and visual blight which occur when those features or vegetation are eliminated or substantially altered to serve development purposes only.

Response: The proposed rezoning and the proposed project will not be inconsistent with this objective. There are not significant natural features located on the Project Site.

H. To assure that structure and land use arrangements are aesthetically harmonious with nearby areas and structures.

Response: The development of the Project Site in a manner consistent with the Site Plan [Drawing C-100] will be aesthetically harmonious with nearby areas and structures.

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

I. To regulate the location of buildings and intensity of uses in relation to streets according to plans so as to cause the least interference with and be damaged least by traffic movements and hence result in lessened street congestion and improved public safety.

Response: The proposed project will have vehicular access to Eggert Road via the existing driveway connection. No new curb cuts onto the streets in the vicinity of the Project Site are proposed.

J. To establish zoning patterns that insure economical extensions for sewers, water supply waste disposal and other public utilities, as well as development of recreation, schools and other public facilities;

Response: The Project Site has access to sanitary sewer and water lines as well as necessary public utilities to service the proposed project.

K. To guide the future development of the town so as to being the gradual conformity of land, structures and uses generally consistent with the policies of the Comprehensive Plan.

Response: The proposed rezoning of the Project Site is consistent with this objective since the proposed use is consistent with the policies contained in the Comprehensive Plan.

L. To accomplish the specific intents and goals set forth in the introduction to the respective sections.

Response: The proposed rezoning of the Project Site is consistent with this objective.

M. To protect the community from visual pollution resulting from the unregulated use of signs and other advertising devices.

Response: The proposed rezoning and the proposed project will not be inconsistent with this objective.

Question 16(C): Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:

Response to Question 16(C): The proposed rezoning of the Project Site is compatible with the present zoning and conforming uses of nearby properties and the character of the neighborhood which includes a mixture of use including commercial and residential uses.

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

Question 16(D): **Suitability of the subject property for uses permitted by the current versus the proposed district:**

Response to Question 16(D): The Project Site is suitable for uses permitted by the existing OB-TNB-1 zoning classification and the proposed TI-2.5 zoning classification of the Project Site.

Question 16(E): **Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the Town:**

Response to Question 16(D): The proposed change in the zoning classification of the Project Site from OB-TNB-1 to TI-2.5 to accommodate the proposed project will have positive impacts on the balance of uses in the Town by providing residential units for lease within a portion of the Town that has been designated as appropriate for this use by the Town Board.

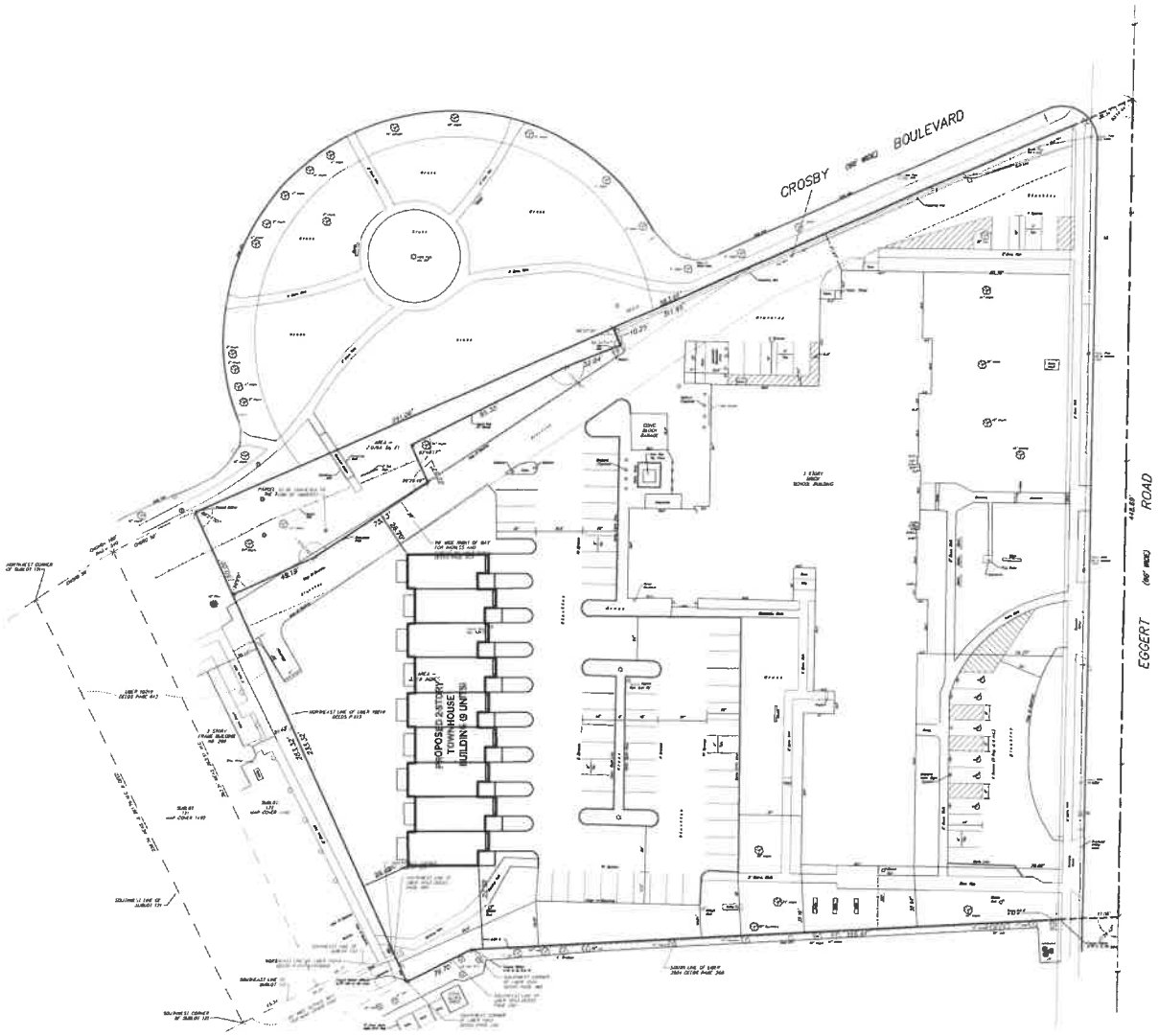
Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

EXHIBIT 6

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

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NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD MORRIS, D.P.C. ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

30' 30 0 30 60Ft.

Carmina Wood Morris DPC
487 Main Street - Suite 500
Buffalo, New York 14203
P 716.842.3188
F 716.842.0263

PRELIMINARY
NOT FOR CONSTRUCTION

REVISIONS:
No. Description Date

PROJECT NAME:
New Construction for:
Multi-family Development
1350 Eggert Road
Amherst, New York

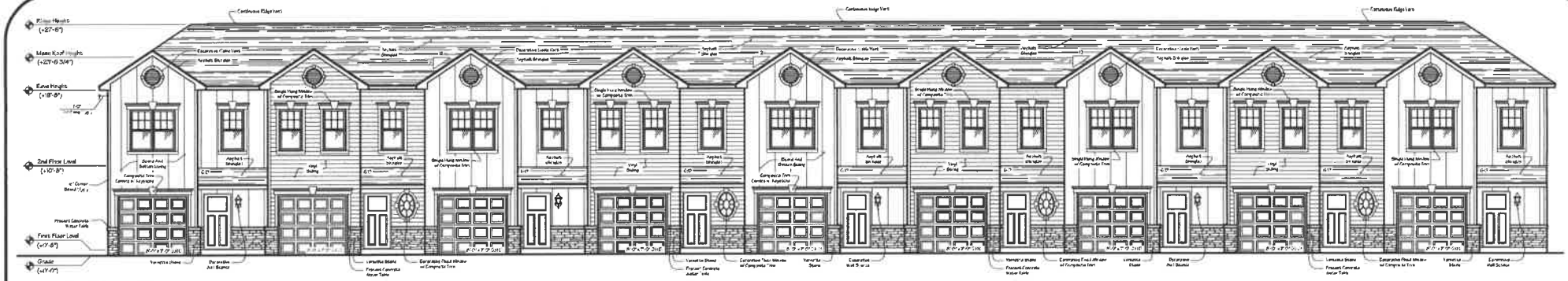
Issued for Construction:
Date: 12/2/21
Drawn by: C. Wood
Scale: As Noted

DRAWING NAME:
Concept Site Plan

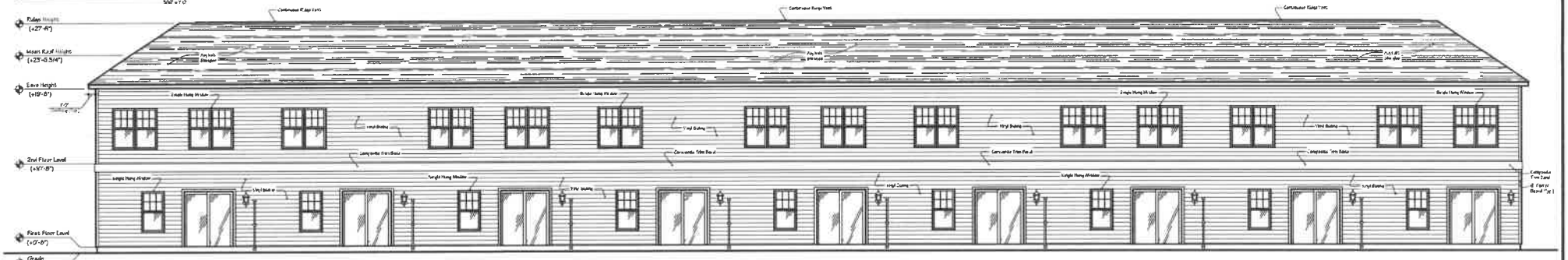
DRAWING NO.
C-100
Project no.: 21.xxx

EXHIBIT 7

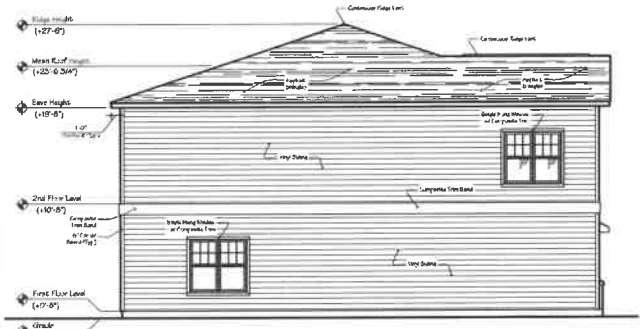
Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)



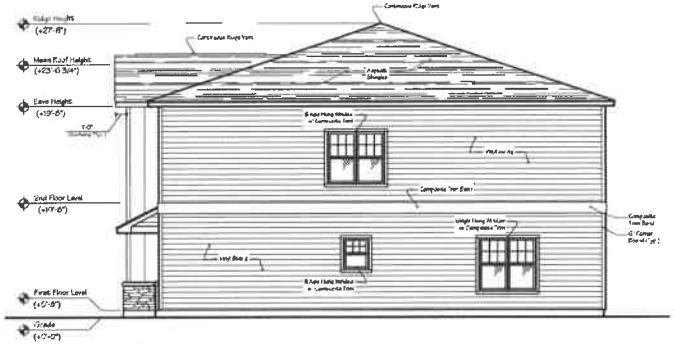
Concept East Elevation



Concept West Elevation



Concept North Elevation



Concept South Elevation

ELLICOTT DEVELOPMENT

Concept Elevations For:
9 Unit Townhouse Building

1350 Eggerst Road Amherst, NY
8/8/22

SUTTON architecture
"Design 2 Build"

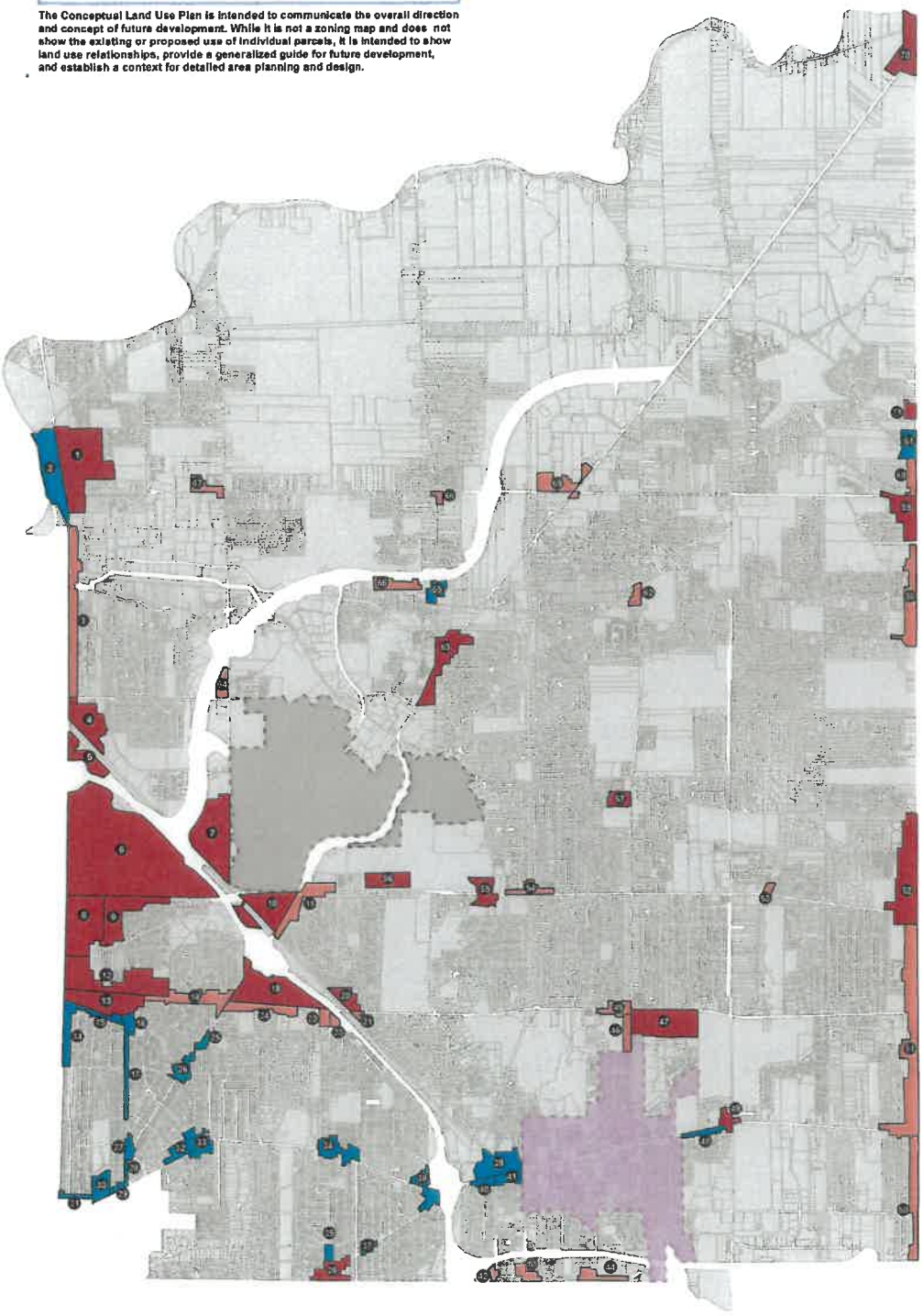
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EXHIBIT 8

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

Town of Amherst Bicentennial Comprehensive Plan

The Conceptual Land Use Plan is intended to communicate the overall direction and concept of future development. While it is not a zoning map and does not show the existing or proposed use of individual parcels, it is intended to show land use relationships, provide a generalized guide for future development, and establish a context for detailed area planning and design.



1. Wegmans (NFB)
2. Walgreens (NFB)
3. NFB / Ellicott Creek Strip
4. Home Depot (NFB)
5. Innkeepers Lane
6. Consumer Square / Ridge Lea
7. University Place
8. Boulevard Mall
9. Wegmans (Alberta)
10. Golden Triangle
11. Maple / Amherst Manor
12. Walmart (Sheridan)
13. Northtown Plaza
14. NFB Strip
15. Eggert Strip
16. Eggert / Bailey
17. Bailey Strip
18. Sheridan / Millersport Strip
19. Northtown Auto (Sheridan)
20. Sheridan / Sunrise - North Side
21. Sheridan / Sunrise - South Side
22. Sheridan / Harlem - West Side
23. Sheridan / Harlem - East Side
24. Sheridan / Getzville Strip
25. Millersport / Arcade
26. Six Corners
27. Bailey / Grover Cleveland
28. Bailey Live-Work
29. Main / Bailey
30. University Plaza
31. Kenmore Avenue
32. Eggertsville (Main / Eggert - West Side)
33. Eggertsville (Main / Eggert - East Side)
34. Snyder (Main / Harlem)
35. Harlem Strip
36. Harlem / Kensington
37. Kensington / Saratoga
38. Main / Kensington
39. West of Village - North of Main
40. West of Village - South of Main (West Side)
41. West of Village - South of Main (East Side)
42. Wehrle / South Forest
43. Wehrle / South Union
44. Wehrle / Cayuga
45. Sheridan / Hopkins
46. Evans Strip
47. Williamsville Place
48. Main Strip
49. Main / Youngs
50. Transit / Wehrle
51. Transit from Main to Maple
52. Transit / Maple
53. Maple / Ayer
54. Maple Strip
55. Maple / North Forest
56. Gun Club
57. Clearfield Plaza
58. Transit / Casey
59. Transit / North French
60. Transit / Dodge
61. Swormville
62. Hopkins / Dodge
63. Getzville Plaza
64. Sweet Home / Skinnersville
65. Campbell / Dodge
66. Dodge Strip
67. Sweet Home / North French
68. Campbell / North French
69. Crosspointe
70. Transit / Millersport
71. Transit Strip

Commercial and Mixed-Use Designations

- Suburban Center
- Suburban Corridor
- Traditional Areas
- Village of Williamsville
- University at Buffalo

SOURCE NOTES:

Original Source Data Provided by the Town of Amherst Information Technology Department, URS Corporation and Wallace Roberts & Todd, LLC

Map Compiled by the Town of Amherst Planning Department

Date: December 2020

N

0 0.2 0.4 0.6 0.8 1 Miles

FIGURE 6-A

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)



Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

Z-2023-03

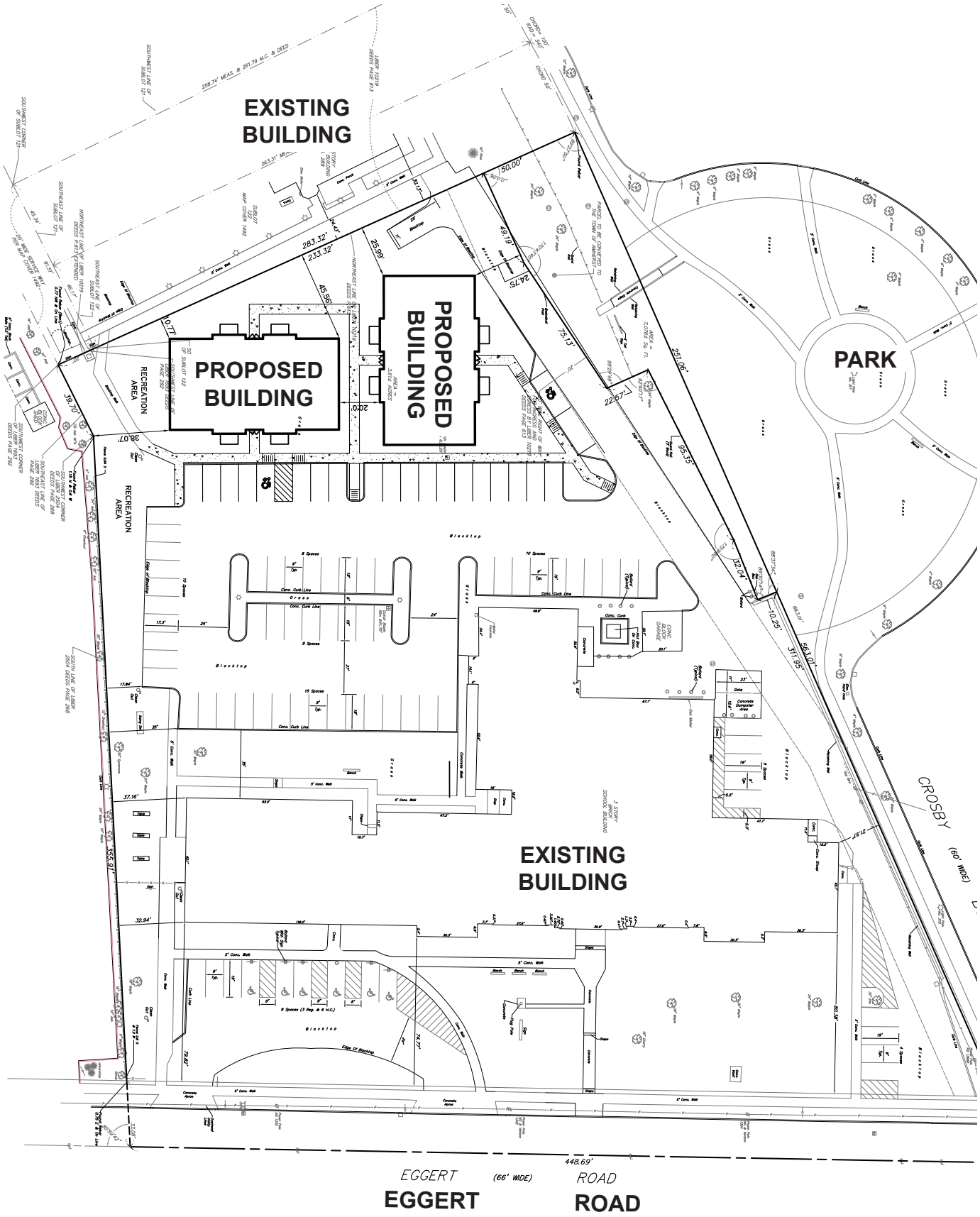
Request to Rezone 3.61± AC of Land from OB-TNB-1 to TI-2.5
Property Located at 1350 Eggert Road
1097 Group LLC, Petitioner

May 18, 2023

1350 Eggert Road

Recreation & Open Space

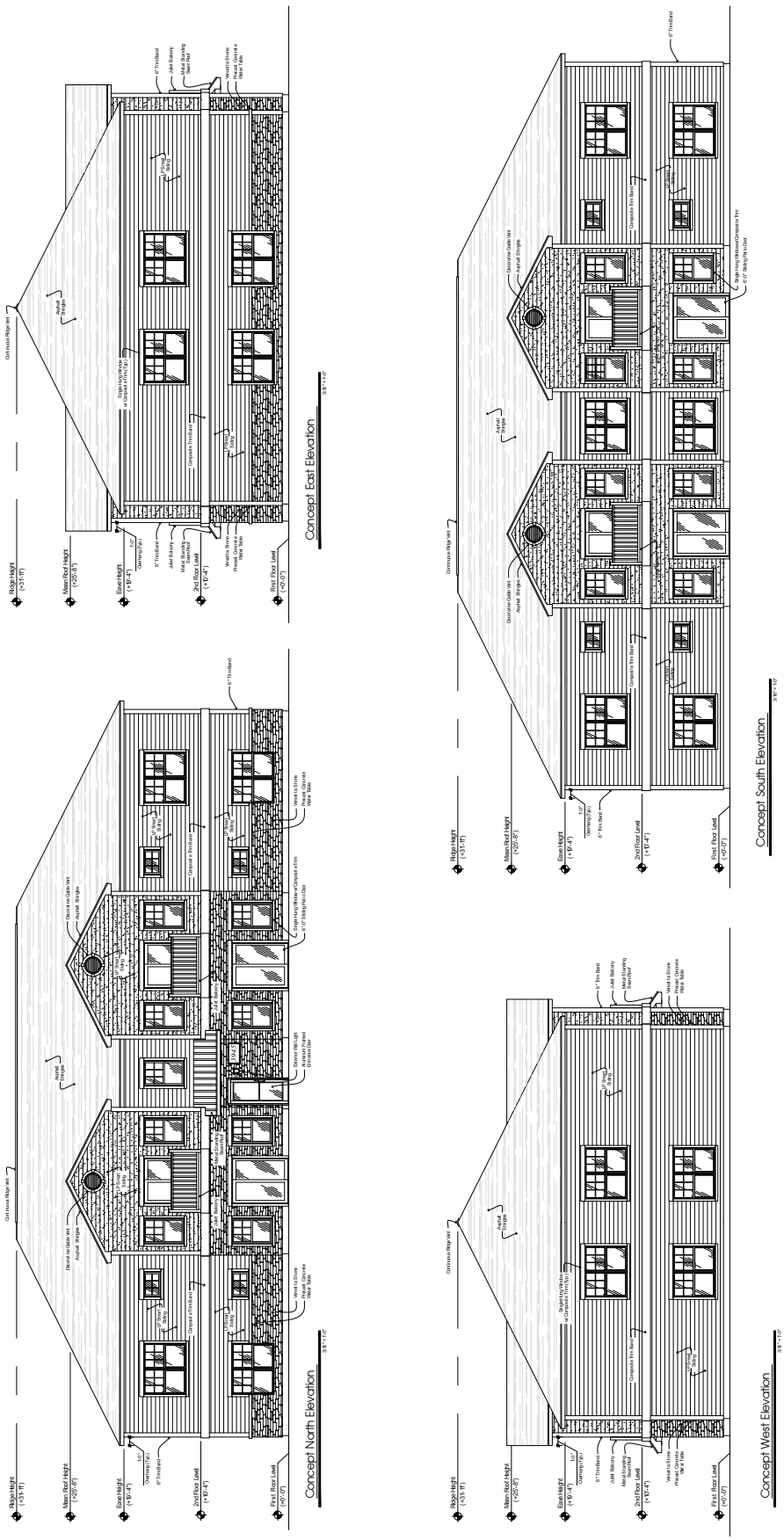
Prepared by the Town of Amherst Planning Department



CONCEPT PLAN

Z-2023-03
1350 Eggert Road

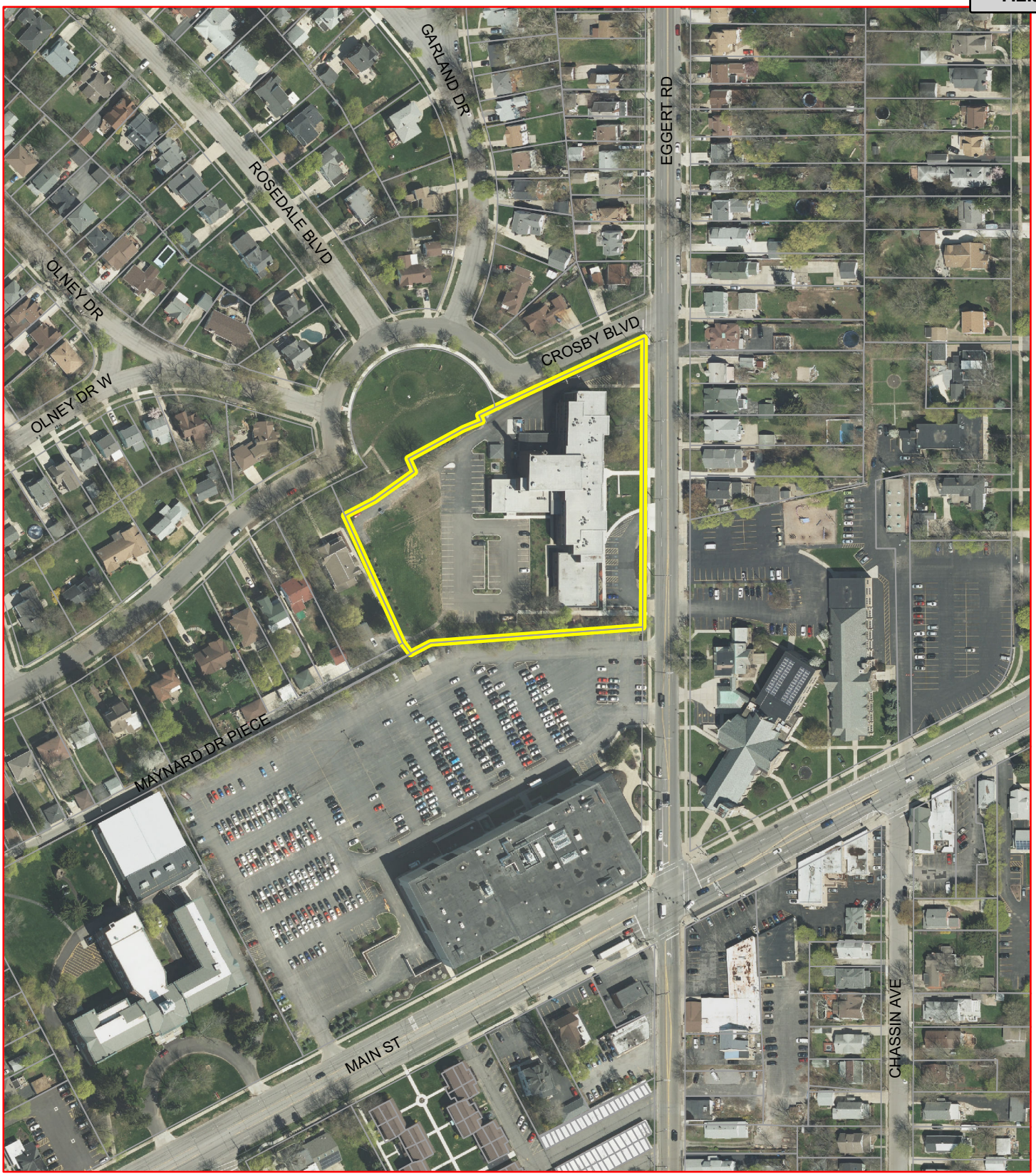
Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)



ELEVATION

Z-2023-03
1350 Eggert Road

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)



Z-2023-03

Request to Rezone 3.61± AC of Land from OB-TNB-1 to TI-2.5
Property Located at 1350 Eggert Road
1097 Group LLC, Petitioner

May 18, 2023

1350 Eggert Road

Prepared by the Town of Amherst Planning Department

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

Amherst
Town of Amherst Planning Department
Erie County, New York

Brian J. Kulpa
Supervisor
Daniel C. Howard, AI
Planning Director
Daniel J. Ulatowski, A
Assistant Planning Dire

2014.027

TOWN OF AMHERST
ENGINEERING
DEPARTMENT
2023 APR 26 P 1:14

MEMORANDUM

April 24, 2023

TO: Daniel Ulatowski, Principal Planner
Douglas Gesel, Supervising Code Enforcement Officer, Building Departme
Vaishali Reberhold, Assistant Town Engineer
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Krista Halt, Senior Fire Inspector (c/o Bldg)

RECEIVED
MAY 01 2023
TOWN OF AMHERST
PLANNING DEPT.

FROM: Scott Marshall, Principal Planner TV

SUBJECT: REQUEST TO REZONE 3.61± ACRES OF LAND FROM **OB-TNB-1** TO **TI-2.5, Z-2023-03**; PROPERTY LOCATED AT **1350 EGGERT ROAD**. 1097 GROUP LLC, PETITIONER.

REVISED CONCEPT PLAN & CONCEPTUAL ELEVATION:
Received April 24, 2023

REVIEW:

Do you agree with all statements made? YES

If you do not, briefly state why: _____

General comments relative to your agency interests: _____

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

Please call the Planning Department if additional information is required (631-7051).

Signature: _____ **Date:** 4/28/23

C. Schregel

DU/TV/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-03_(1350_Eggert_Rd)_2023\Z-2023-03_Rev_Plan_Transmittal_042423.doc
cc: Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main Street, Suite 343, Williamsville, NY 14221

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

Amherst

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

April 27, 2023

1097 Group, LLC
c/o Sean Hopkins, Esq.
5500 Main Street, Suite 343
Williamsville, New York 14221

SUBJECT:	Rezoning Application Review	**Z-2023-03**
	Proposed:	Rezoning of 3.61± ac. from OB-TNB-1 to TI-2.5
	Property located at:	**3150 Eggert Road**
	Revised application materials received:	April 24, 2023
	Representative:	Sean Hopkins, Esq.

Dear Mr. Hopkins,

Please consider the following comments:

1. The following items on the Environmental Assessment Form should be corrected or completed:
   - Item D2 c. *i.* – should at a minimum equal the total wastewater generated enumerated in item D2 d *i.*
2. The subject site is located within an archaeologically sensitive area. An archaeological assessment will be required prior to the Planning Board offering a recommendation on SEQR.

This is a review only and does not constitute approval of the Rezoning Request. Should you have questions regarding this correspondence, please contact Scott A. Marshall, Principal Planner at smarshall@amherst.ny.us.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/SM/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-03_(1350_Eggert_Rd)_2023\Z-2023-03_Pln_Dpt_Rvw_04272023.docc:
cc: Carmina Wood Design, 487 Main St., Suite 500, Buffalo, NY 14203
Sutton Architecture PLLC, 5409 Main St., Williamsville, NY 14221

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

Amherst

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

RECEIVED
APR 11 2023
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM March 2, 2023

RECEIVED
MAR 03 2023
TOWN ATTORN

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Martin Polowy, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Amherst Central School District

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 3.61± ACRES OF LAND FROM **OB-TNB-1** TO **TI-2.5**, **Z-2023-03**; PROPERTY LOCATED AT **1350 EGGERT ROAD**. 1097 GROUP LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? No objection to Local Law.

If you do not, briefly state why: _____

General comments relative to your agency interests: _____

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

Please call the Planning Department if additional information is required (631-7051).

Signature: _____ **Date:** 3/24/23

DU/TV/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-03_(1350_Eggert_Rd)_2023\Z-2023-03_Transmittal_030223.doc
cc: Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main Street, Suite 343, Williamsville, NY 14221

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

SITE PLAN OR ZONING REFERRAL TO COUNTY OF ERIE, N.Y. AND REPLY TO MUNICIPALITY

Submit this form with full statement of proposed action (as described in GML 239-m(c)) at www.Erie.gov/IRonline, OR mail a hard copy (retain a copy for your files) to: Erie County Division of Planning, 95 Franklin Street, Room 1053, Buffalo, N.Y., 14202

DO NOT WRITE IN THIS SPACE
Case No.: ZR-23-162
Postmark/Delivery Date: 3/3/23

The proposed action described herein is referred in accordance with the provisions of NYS General Municipal Law §239 l - nn
A Municipal Referral Map is available to help determine whether an applicable action is subject to referral.

Description of Proposed Action

1. Name of Municipality: Town of Amherst, New York

§239-m(4)(b) provides that the county shall have 30 days after receipt of a full statement of the proposed action to reply.
If the county fails to reply within such period, the referring body may take final action.
However, any county reply received after 30 days but 2 or more days prior to final action by the referring body shall be subject to §239-m(5)
The referring body shall file a report of its final action with the county within 30 days per §239-m(6).

2. Hearing Schedule: Date April 20, 2023 Time 6:30 pm Location 5583 Main Street, Williamsville, New York 14221

3. Action is before: ☐ Legislative Body ☐ Board of Appeals ☑ Planning Board

4. Action consists of: ☐ New Ordinance ☑ Rezone/Map Change ☐ Ordinance Amendment
☐ Site Plan ☐ Variance ☐ Special Use Permit ☐ Other:

5. Location of Property: ☐ Entire Municipality ☑ Address: 1350 Eggert Road

5a. S.B.L. of Property: 67.82-3-9.11

6. Referral required as site is within 500' of: ☐ State or County Property/Institution ☐ Municipal Boundary ☐ Farm Operation located in an Agricultural District
☐ Expressway ☑ County Road ☐ State Highway ☐ Proposed State or County Road, Property, Building/Institution, Drainageway

7. Proposed change or use: *(specify the action, such as the scope of variances or site plans)* Request to Rezone 3.61± acres from OB-TNB-1 to T1-2.5

8. Other remarks: Z-2023-03

9. Submitted by: Thomas Voigt, Assistant Planner (M) **Email:** tvoigt@amherst.ny.us

10. Return Address: Town of Amherst Planning Department, 5583 Main Street, Williamsville, New York 14221

Reply to Municipality by Erie County Division of Planning

Receipt of the above-described proposed action is acknowledged on 3/3/23. The Division herewith submits its review and reply under the provisions of applicable state and local law, based on the information submitted with this referral.

1. ☐ **The proposed action is not subject to review under the law.**
2. ☐ **Comment on proposed action is attached hereto.**
3. ☐ **The proposed action is subject to review; Recommendation on Proposed Action is attached hereto.**
4. ☒ **No Recommendation; proposed action has been reviewed and determined to be of local concern.**

By the Division of Planning: [signature] **Date:** 3/14/23

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

Amherst

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulpa
Supervisor
Daniel C. Howard, AIC
Planning Director
Daniel J. Ulatowski, AI
Assistant Planning Direc

MEMORANDUM March 2, 2023

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Martin Polowy, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Amherst Central School District

RECEIVED
MAR 09 2023
TOWN OF AMHERST
PLANNING DEPT.

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 3.61± ACRES OF LAND FROM **OB-TNB-1** TO **TI-2.5, Z-2023-03**; PROPERTY LOCATED AT **1350 EGGERT ROAD**. 1097 GROUP LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? Yes.

If you do not, briefly state why: _____

General comments relative to your agency interests: none at this time

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

Please call the Planning Department if additional information is required (631-7051).

Signature: Doug Gesel **Date:** 3-8-23

DU/TV/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-03_(1350_Eggert_Rd)_2023\Z-2023-03_Transmittal_030223.doc
cc: Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main Street, Suite 343, Williamsville, NY 14221

RECEIVED
MAR 03 2023
TOWN OF AMHERST
BUILDING DEPT

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

Amherst

Town of Amherst Planning Department

2014.027

Erie County, New York

TOWN OF AMHERST
ENGINEERING
DEPARTMENT

2023 MAR -3 A 11:50

Brian J. Kulpa
Supervisor
Daniel C. Howard, AIC
Planning Director
Daniel J. Ulatowski, AI
Assistant Planning Direc

MEMORANDUM

March 2, 2023

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Martin Polowy, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Amherst Central School District

RECEIVED
MAR 07 2023
TOWN OF AMHERST
PLANNING DEPT.

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director TV

SUBJECT: REQUEST TO REZONE 3.61± ACRES OF LAND FROM **OB-TNB-1** TO **TI-2.5, Z-2023-03**; PROPERTY LOCATED AT **1350 EGGERT ROAD**. 1097 GROUP LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? YES.

If you do not, briefly state why: _____.

General comments relative to your agency interests: NONE.

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

Please call the Planning Department if additional information is required (631-7051).

Signature: _____ **Date:** 3/6/23

DU/TV/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-03_(1350_Eggert_Rd)_2023\Z-2023-03_Transmittal_030223.doc
cc: Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main Street, Suite 343, Williamsville, NY 14221

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

Amherst

Town of Amherst Planning Department *Erie County, New York*

RECEIVED
MAR 07 2023
TOWN OF AMHERST
PLANNING DEPT.

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

MEMORANDUM

March 2, 2023

RECEIVED
MAR 03 2023
TOWN ATTORNEY

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Martin Polowy, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Amherst Central School District

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 3.61± ACRES OF LAND FROM **OB-TNB-1** TO **TI-2.5, Z-2023-03**; PROPERTY LOCATED AT **1350 EGGERT ROAD**. 1097 GROUP LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? Agree with all statements made

If you do not, briefly state why: N/A

General comments relative to your agency interests: N/A

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.) N/A

Please call the Planning Department if additional information is required (631-7051).

Signature: _____ **Date:** 3/3/23

DU/TV/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-03_(1350_Eggert_Rd)_2023\Z-2023-03_Transmittal_030223.doc
cc: Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main Street, Suite 343, Williamsville, NY 14221

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

Carrato, Amy

From: Cerra, Dawn
Sent: Tuesday, May 23, 2023 3:29 PM
To: Carrato, Amy
Subject: **RE: **FW: Feedback via the Town Boards and Committees [#240]

Thanks.

Thank you kindly,

Dawn
Clerk's Office
Municipal Building
5583 Main Street
Williamsville, NY 14221
Website: www.amherst.ny.us
Office: 716-631-7047
Amherst: Ambitious Citizens, Amazing Community, Ample Opportunities

---

From: Carrato, Amy
Sent: Tuesday, May 23, 2023 3:26 PM
To: Cerra, Dawn ; Uthman, Vianne ; Fadel, Bryan
Subject: RE: **FW: Feedback via the Town Boards and Committees [#240]

Hi Dawn,
The Planning Board has already voted on this matter. It will go to the Town Board.
Please forward to the Town Board, Engineering, Highway and Building.

From: Cerra, Dawn <dcerra@amherst.ny.us>
Sent: Tuesday, May 23, 2023 3:24 PM
To: Uthman, Vianne <vuthman@amherst.ny.us>; Carrato, Amy <acarrato@amherst.ny.us>; Fadel, Bryan <bfadel@amherst.ny.us>
Subject: **FW: Feedback via the Town Boards and Committees [#240]

Not sure if this should be ZBA or Planning Board.

Thank you kindly,

Dawn
Clerk's Office
Municipal Building
5583 Main Street
Williamsville, NY 14221
Website: www.amherst.ny.us
Office: 716-631-7047
Amherst: Ambitious Citizens, Amazing Community, Ample Opportunities

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

From: burst@emailmeform.com <burst@emailmeform.com>
Sent: Monday, May 22, 2023 4:48 PM
To: Cerra, Dawn <dcerra@amherst.ny.us>
Subject: Feedback via the Town Boards and Committees [#240]

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

For best security and privacy of your information, we recommend viewing this entry in the Data Manager

View Entry

Name*:	Ray Volpe
Address:	302 Crosby Blvd. Buffalo, NY 14226-3318
Phone*:	716-834-9254
Email:	LibertaT37@gmail.com
Please select the Board or Committee you wish to contact*:	Planning Board
Comment/Question/Etc.:	Last Thursday, May 18th a Town Hall public hearing was held entertaining a variance request File# Z-2023-03 to rezone the land above the EKO playground. If approved, the developer would be adding additional buildings to the site overlooking the park. The buildings would be located on land originally designated as a catch basin to prevent flooding of the EKO park area below. Currently, it's a grassy area separating the parking area from the group home. I have reviewed a video transcript of the Planning Board meeting and the flooding issue was never discussed. I have a video showing water cascading down the steps from the proposed bldg site into the park below during a heavy rainfall. Portions of the playground area and Crosby Blvd were flooded. I'm concerned that the park is already subject to flooding and that the proposed development plan will further threaten the playground. I am asking for assistance in getting this information to the Planning Board.

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

Carrato, Amy

From: Ray Volpe <libertat37@gmail.com>
Sent: Monday, May 22, 2023 2:45 PM
To: Daniel & Mary Dolloff; Tracie Cloutier; Sheree Singer Lamendola; Sue & Bob Aurelli; Paul Wischerath; bifrost3@roadrunner.com; johnsander7819@outlook.com; sanderpamela88@gmail.com; Carrato, Amy
Cc: Judy Adams-Volpe
Subject: Posting to Olney Facebook page

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

I've contacted (left msgs) with 4 town council members asking for their help in getting flooding information to the planning board reviewing variance request File# Z-2023-03.
I've also posted a letter to EKO park neighbors subscribing to the Olney Facebook group. It reads:

Dear EKO Park Neighbor,

Last Thursday, May 18th a Town Hall public hearing was held entertaining a variance request to rezone the land above the EKO playground. If approved, the developer would be adding additional buildings to the site overlooking the park. The buildings would be located on land originally designated as a catch basin to prevent flooding of the EKO park area below. Currently, it's a grassy area separating the parking area from the group home.

I have reviewed a video transcript of the Planning Board meeting[1] and the flooding issue was never discussed. I also have a video[2] showing water cascading down the steps from the parking area into the park during a heavy rainfall. Portions of the playground area below the steps and Crosby Blvd are flooded. I have left phone msgs with Town Council Members (see below) asking for assistance in getting this information to the Planning Board.

Obviously I'm concerned that the park is already subject to flooding and that the proposed development plans will further threaten the playground.

Anyone wishing to assist in insuring a full review of the variance request can express their concerns to our council members:

Jacqualine G. Berger (716) 631-7014

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

Deborah Bruch Bucki RN, Phd (716) 631-7018

Shawn A. Lavin, (716) 631-7015

Michael Szukala, (716) 63107016

Any and all help in this effort would be appreciated.

Ray Volpe

302 Crosby Blvd

(716) 834-9254

LibertaT37@gmail.com

1A link to the video transcript was provided by Mary and Dan Dolloff

2The video was provided by Tracy Cloutier

--

Please forgive any typos, autocorrect & other mobile multitask-induced errors. Please delete my name and email address before forwarding.
Use Bcc: when sending to multiple addresses. This helps eliminate spam lists.

Attachment: TB letter packet 072423 (RES-2023-623 : 1350 Eggert Road Rezoning)

Town of Amherst, NY
Office of the Assessor
Emily A. Murphy Assessor

5583 Main Street
Williamsville, New York 14221
Phone: (716) 631-7038
www.amherst.ny.us
emurphy@amherst.ny.us

Memorandum

August 15, 2023

To: Francina Spoth, Town Clerk
Timothy Koller, Deputy Town Clerk
Re: Petition – 1350 Eggert Rd

The protest petition for 1350 Eggert Rd has been signed by the required property owners as stated in one of Town Law §265 (1) paragraphs (a) (b) or (c). The signatures satisfied test (c). The Super Majority calculations are based on three tests:

(a) The owners of twenty percent or more of the area of land included in such proposed change; or
(b) The owners of twenty percent or more of the area of land immediately adjacent to that land included in such proposed change, extending 100 feet therefrom; or
(c) The owners of twenty percent or more of the area of land directly opposite thereto, extending one hundred feet from the street frontage of such opposite land.

Therefore a super majority vote will be required to enact the change in zoning, as it relates to 1350 Eggert Rd.

Should you have questions, please feel free to contact me.

Sincerely,

Jeffrey E. Hennard
Senior Real Property Appraiser

cc: Emily A. Murphy
Assessor

Attachment: protest petition 1350 Eggert (RES-2023-623 : 1350 Eggert Road Rezoning)

TOWN OF AMHERST

TOWN CLERK'S OFFICE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7021
FAX (716) 631-7152
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Timothy Koller
Deputy Town Clerk

August 14, 2023

MEMO TO: Emily Murphy, Town Assessor

FROM: Francina Spoth, Town Clerk FJS

RE: Petition

The attached petition, in connection with the parcel located at 1350 Eggert Road was received in my office. Will you kindly check if the protest has been signed by the owners of 20% or more, either of the area of the land included in such proposed change, or of the immediately adjacent extending 100 ft. therefrom, or of that directly opposite thereto, extending 100 ft. from the street frontage of such opposite land, as provided by Town Law §265 (1) paragraph's (a) (b) or (c).

Attachment
cc: Town Board
Town Attorney

Attachment: protest petition 1350 Eggert (RES-2023-623 : 1350 Eggert Road Rezoning)

Attachment: protest petition 1350 Eggert (RES-2023-623 : 1350 Eggert Road Rezoning)

Petition To Deny the Variance for 1350 Eggert Road (SBL #67.82-3-9.11)

Petition Summary & Background	Ellicott Development Company seeks to rezone the lot above ECO Park to allow for the construction of two 8-unit apartment buildings. The units would remove the remaining green space between the group home and the existing 1350 Eggert apartment building (the old Cantalician Center).
Action Petitioned For	We, the undersigned, are **against** the request to Amend Land Use Classification for 1350 Eggert Road from OB-TNB-1 (Office Building-Traditional Neighborhood Business Overlay District 1) to T1-2.5 (Traditional Infill 2.5).

	Printed Name	Signature	Address	Date
1	MARY DOLLOFF	Mary Dolloff	278 CROSBY BLVD AMHERST NY	8-9-23
2	William Civiso	WC	262 Crosby Blvd Amherst NY	8-9-23
3	Christina Quinn	C Quinn	252 Crosby Blvd Amherst NY	8-9-23
4	NICOLE HOLLER	Nicole Holler	9 ENDICOTT DR. AMHERST, NY	8-9-23
5	Donna Ciminelli	D Ciminelli	89 maynard Dr Amherst 14226	8-9-23
6	Beth Baumgartner	Beth Baumgartner	57 Garden Ct Amherst 14226	8/9/23
7	HEATHER LUCE	Heather Luce	223 CROSBY BLVD AMHERST 14226	8/9/23
8	CHAUNZOM IBRAHIM	C Ibrahim	223 CROSBY BLVD AMHERST 14226	8/9/23
9	Jody Snyder	J Snyder	215 Crosby Blvd 14226	8/9/23
10	Rank Bliss	R Bliss	227 Crosby Blvd 14226	8/9/23
11	Rachel Murszewski	R Murszewski	233 Crosby Blvd 14226	8/9/23

Form RDV0001

'23 AUG 14 AM 11:32

Petition To Deny the Variance for 1350 Eggert Road (SBL #67.82-3-9.11)

Petition Summary & Background	Ellicott Development Company seeks to rezone the lot above ECO Park to allow for the construction of two 8-unit apartment buildings. The units would remove the remaining green space between the group home and the existing 1350 Eggert apartment building (the old Cantalician Center).
Action Petitioned For	We, the undersigned, are **against** the request to Amend Land Use Classification for 1350 Eggert Road from OB-TNB-1 (Office Building-Traditional Neighborhood Business Overlay District 1) to T1-2.5 (Traditional Infill 2.5).

	Printed Name	Signature	Address	Date
1	Charles Collard	Charles Collard	237 Crosby amherst	8-9-23
2	Douglas Killian	Douglas Killian	1363 EGGERT RD.	8-9-23
3	Clayton Johnson	Clayton Johnson	257 Crosby Blvd.	8/09/23
4	Steven Miller	Steven Miller	265 Crosby	8-9-23
5	James Goodman	James Goodman II	289 crosby	8.9.23
6	michele Alagna	Malag	389 maynard	8/9/23
7	Jennifer Marino	Jennifer Marino	249 Maynard Dr.	8/9/23
8	Steve Aureli	Steve Aureli	312 Crosby Blvd.	8/9/23
9	Brenna Hennessy	Brenna Hennessy	312 Crosby Blvd	8/9/23
10	Dexter Cloutier	Dexter Cloutier	324 Crosby Blvd	8/9/23
11	Jackie	Jackie Wochiak	338 Crosby Blvd	8/9/23

Petition To Deny the Variance for 1350 Eggert Road (SBL #67.82-3-9.11)

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	Printed Name	Signature	Address	Date
1	Victoria Hazel	Victoria Hazel	1421 Eggert Rd, Amherst, NY	8/10/23
2	Gail L. Reuther	Gail L Reuther	1433 Eggert Rd. Amherst N.Y. 14226	8/10/23
3	Shauntya Stepney	Shauntya Stepney	1437 Eggert Rd. Amherst NY 14226	8/10/23
4	Deanna Diakos	Deanna Diakos	1449 Eggert Rd	8/10/23
5	JAMES BYRON	James M. Byron	1453 ELLERT RD	8/10/23
6	DOLORES BYRON	Dolores Byron	1453 EGGERT RD	8/10/23
7	ANNE GARNER	Anne Garner	1457 Eggert Rd.	8/10/23
8	Fahmida Ahmed	Fa	1440 Eggert Rd.	8/10/23
9	Patricia Webster	Patricia Webster	1420 Eggert Rd Amherst 14226	8/10/23
10	Nancy Roessler	Nancy Roessler	1404 Eggert Rd. Amherst, 14226	8/10/23
11	Mushaarat Sani	Sani	1396 Eggert Rd, Amherst	8/10/23

Petition To Deny the Variance for 1350 Eggert Road (SBL #67.82-3-9.11)

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	Printed Name	Signature	Address	Date
1	Elizabeth Windrinyer	Elizabeth Windrinyer	360 Crosby	8.10.23
2	ELIZABETH LEVY	Elizabeth Levy	1367 Eggert Rd	8/10/23
3	Leonard N. Swiat	Leonard N. Swiat	1357 Eggert Rd.	8/10/23
4	Joyce C. Sachs	Joyce Sachs	1353 Eggert	8/10/23
5	PAULA STANISKI	Paula Staniski	1345 EGGERT	8/10/23
6	MICHAEL SACHS	Michael Sachs	1345 EGGERT	8/10/23
7	Danielle Biondo	Danielle Biondo	1383 Eggert	
8	Deborah Abrams	Deborah Abrams	1387 Eggert	8/10/23
9	Steven Yeh		1391 Eggert	8/10/23
10	Patricia Klump		1399 Eggert Rd.	8/10/23
11	John JARVIS	John Jarvis	1418 eggert RD	8/10/23

Form RDV0001

Petition To Deny the Variance for 1350 Eggert Road (SBL #67.82-3-9.11)

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	Printed Name	Signature	Address	Date
1	James Mills		1388 Eggert rd Amherst NY 14226	8-10-23
2	Jody Snyder		215 Crosby Amh 14226	8/10/23
3	Genevieve Federick		271 Crosby Blvd Amherst 14226	8/12/23
4	JONATHAN FEDERICK		271 CROSBY BLVD. AMHERST 14226	8/12/23
5	Meg A. Donnelly		277 crosby Blvd Amherst NY 14226	8/13/23
6	RYAN DONNELLY		277 crosby Blvd Amherst NY 14226	8/15/23
7				
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9				
10				
11				

Attachment: protest petition 1350 Eggert (RES-2023-623 : 1350 Eggert Road Rezoning)

Petition To Deny the Variance for 1350 Eggert Road (SBL #67.82-3-9.11)

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	Printed Name	Signature	Address	Date
1	John Scirio		391 Grover Cleveland Hwy Amherst, NY 14226	8/11/23
2	Mark Cillis	M. Cillis	198 Hendricks Blvd, Amherst NY 14226	8/11/23
3	Judith Adams-Volpe	Judith Adams-Volpe	302 Crosby Blvd., Amherst NY 14226	8/14/23
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Form RDV0001

Petition To Deny the Variance for 1350 Eggert Road (SBL #67.82-3-9.11)

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Printed Name	Signature	Address	Date
Sean Driscoll	Sean Driscoll	12 Rosedale Blvd, Amherst	8/7/23
David Cristantello	David A. Cristantello	19 Rosedale, Amherst	8-7-23
Gail Chotenkill	Gail Chotenkill	19 Rosedale Amherst 14226	8.7.23
Mark Lawrence	Mark Lawrence	25 Rosedale Blvd Amherst 14226	8-7-23
Amy Walters	Amy P Walters	30 Rosedale Blvd Amherst 14226	8-7-23
Kathy DeSpirt	Kathy DeSpirt	33 Rosedale Blvd Amherst 14226	8/7-23
ROBERT LALLY	Relly	36 ROSEDALE BLVD AMHERST NY	8/7/23
Patti Lally	Patti Lally	36 Rosedale Blvd Amherst NY	8/7/23

Attachment: protest petition 1350 Eggert (RES-2023-623 : 1350 Eggert Road Rezoning)

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Petition To Deny the Variance for 1350 Eggert Road (SBL #67.82-3-9.11) (continued)

Printed Name	Signature	Address	Date
Daniel Schiebe	Daniel Schiebe	40 Rosedale Blvd	8-7-23
EVELYN MALONE	Evelyn Malone	41 Rosedale Blvd, Amherst	8-7-23
Godwin Mensah	Godwin Mensah	83 Rosedale Blvd.	8-7-23
Jessica McCarthy	Jessica McCarthy	55 Rosedale Blvd.	8/7/23
Nicole Kaz	Nicole Kaz	890 Garland Drive	8/8/23
YVONNE ISAAC	Yvonne Isaac	334 Crosby Blv	8/8/23
William Johnson	William Johnson	15 Garland Dr., Amherst, NY	8/8/23
Esther Shkolnik	Esther Shkolnik	27 Garland Dr. Amherst, NY	8/8/23
JONATHAN NASCA	Jonathan Nasca	39 GARLAND DR.	8/8
RICK JANKOWSKI	Rick Jankowski	45 GARLAND DR.	8/8/23
Eric Beback	Eric Beback	88 Garland Dr.	8/8/23
DAnn Keller	DAnn Keller	96 Garland Dr.	8-8-23

Attachment: protest petition 1350 Eggert (RES-2023-623 : 1350 Eggert Road Rezoning)

Petition To Deny the Variance for 1350 Eggert Road (SBL #67.82-3-9.11) (continued)

Printed Name	Signature	Address	Date
Susan Stoll	Susan Stoll	21 Morton Dr.	8/8
~~Chris Goutier~~			
Chris	Goutier	30 MAYNARD Dr	8/12
JOHN		" " "	8/12
Tracie Clarke		324 Crosby Blvd	8/13

Attachment: protest petition 1350 Eggert (RES-2023-623 : 1350 Eggert Road Rezoning)

Attachment: protest petition 1350 Eggert (RES-2023-623 : 1350 Eggert Road Rezoning)

Petition To Deny the Variance for 1350 Eggert Road (SBL #67.82-3-9.11)

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Action Petitioned For	We, the undersigned, are **against** the request to Amend Land Use Classification for 1350 Eggert Road from OB-TNB-1 (Office Building-Traditional Neighborhood Business Overlay District 1) to T1-2.5 (Traditional Infill 2.5).

Printed Name	Signature	Address	Date
Pamela B Buyer	Pamela B Buyer	31 Olney Drive West, Amherst NY 14226	8/8/2023
Jeff Walker	Jeff Walker	23 OLNEY DR West Amherst NY 14226	8/8/2023
Judy Walker	Judy Walker	23 OLNEY DR West Amherst NY 14226	8/8/2023
Pam Sander	Pam Sander	34 Olney Dr. 14226	8/8/2023
Ray Volpe	Raymond Volpe	302 Crosby Blvd	8/8/2023
Gretchen Bell	Gretchen Bell	84 Olney Dr. Amherst	8/8/2023
Carl J. Kogler	Carl J. Kogler	46 Olney Dr. Bflo. 14226	8/8/2023
Emily Kogler	Emily Kogler	46 Olney Dr. Bflo. 14226	8/8/2023

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Petition To Deny the Variance for 1350 Eggert Road (SBL #67.82-3-9.11) (continued)

Printed Name	Signature	Address	Date
JOHN COLVIN	John J. Colvin	27 Olney West	8.8.23
Andrew Lane		37 Olney Dr.	8/8/23
ROSEMARIE BURGHOLZER	Rosemarie	81 Olney Dr.	8/8/23
John Burgholzer		81 OLney Dr	8/8/23
BRYAN CRISPIN		62 OLNEY DR	8-8-23
JAMES UNITAS		56 OLNEY DR	8-8-23
Elizabeth Burgio		46 Olney Dr.	8/8/23
April O'Donnell		12 Olney Dr. West	8/8/23
Jim O'Donnell		12 Olney Dr. West	8/8/23
Amanda Morlock		55 Endicott Dr	8/9/23
ZACK MORLOCK		55 ENDICOTT DR.	8/9/23
ALYSSA KIPA		75 OLNEY DR.	8/9/23

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Petition To Deny the Variance for 1350 Eggert Road (SBL #67.82-3-9.11) (continued)

Printed Name	Signature	Address	Date
DAWN WILKES	Dawn Wilkes	71 Olney Dr. Amherst NY 14226	8/9/23
Janice Colvin	Janice Colvin	49 Olney Dr. Amherst, NY 14226	8/9/23
Mara Szymkowiak	Mara Szymkowiak	41 Olney Drive Amherst NY 14226	8/9/23
Xiaojun Liu	Xiaojun Liu	66 Olney Dr. Amherst NY 14226	8/9/23
Xiaobing Liu	Xiaobing Liu	66 Olney Dr. Amherst NY 14226	8/9/23
Camilla Greene	Camilla Greene	50 Olney Dr. Amherst NY 14226	8/9/23
Donna Anderson	Donna Anderson	45 Olney Dr Amherst, NY 14226	8/9/23
Robert Anderson	Robert Anderson	45 Olney Dr. Amherst NY 14226	8/10/23
John Sander	John M Sander	34 Olney Drive Amherst, NY 14226	8/10/23
~~[illegible]~~	~~[illegible]~~		8/10/23
~~ROBERT SHEA~~	~~33 OLNEY DR.~~		
ROBERT SHEA	Robert Shea	33 OLNEY DRIVE, AMHERST, NY 14226	8/11/23

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Petition To Deny the Variance for 1350 Eggert Road (SBL #67.82-3-9.11)

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Printed Name	Signature	Address	Date
Jill Malone	Jill a Malone	19 Olney Drive Amherst, NY 14226	8/9/2023
JOHN LIS		63 Olney Dr Amherst, N.Y. 14226	8/11/2023
Scott Biersbach		03 Olney Dr. West Amherst NY 14226	8/11/2023
Anne Lally		59 Endicott Dr Amherst, NY 14226	8/12/2023
Kathryn O'Connor		216 Hendricks blvd Amherst, NY 14226	8/13/23
Reva Wolski		85 Olney Dr Amherst NY 14226	8/13/23
Patrick Wirth		219 Olney Dr. Amherst NY 14226	8/13/23

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Petition To Deny the Variance for 1350 Eggert Road (SBL #67.82-3-9.11) (continued)

Printed Name	Signature	Address	Date
Steven Malave	Steven Malave	1350 Eggert Rd, Buffalo, NY 14226	8/13/2023
Jonathan Riley		1350 Eggert Rd Buffalo, NY 14226	8/13/2023
John Sanders		132 Floradale Ave Tonawanda NY 148	8/13/2023
Steve Szymkowski	Steve Szymkowski	41 Olney Dr. Amherst, NY 14226	8/13/2023
Julie Colvin	Julie Colvin	49 Olney Dr. Amherst NY 14226	8/13/2023 43

Attachment: protest petition 1350 Eggert (RES-2023-623 : 1350 Eggert Road Rezoning)

Petition To Deny the Variance for 1350 Eggert Road (SBL #67.82-3-9.11)

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Printed Name	Signature	Address	Date
John Pinzone		285 Hendricks Blvd	8-9-23
Gwen Pinzone		285 Hendricks Blvd	8/9/23
Janelle Dimartino		355 Hendricks Blvd	8/9/23
Gary Fells		361 Hendricks Blvd	8/9/23
Matthew Donner		396 Hendricks Blvd	8/9/23
Mike Birnie		386 Hendricks Blvd.	8/9/23
Matt Bauman		372 Hendricks Blvd	8/9/23
Mary Williams		356 Hendricks Blvd	8/9/23

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Petition To Deny the Variance for 1350 Eggert Road (SBL #67.82-3-9.11) (continued)

Printed Name	Signature	Address	Date
Christine Williams	C. Williams	476 Campbell Dr.	8/9/23
James T. Haubrich		352 HENDRICKS	8/9/23
STEVEN SNYDER		336 HENDRICKS	8/8/23
Michael O'Connor		216 Hendricks	8/10/23
Erica Lillis	E. Lillis	~~198~~ 198 Hendricks Blvd	8/10/23
Patrick Johnson		162 Hendricks	8/10/23
Samantha Dispenza	Sam Dz	148 Hendricks	8/10/23
Spencer Cassalberry		148 Hendricks	8/10/23
Jason Jones		140 Hendricks Blvd	8/10/23
MARY THOMAS	Mary Thomas	132 HENDRICKS	8/10/23
Mark Saviola	MARK SAVIOLA	89 HENDRICKS BLVD	8-10-23
Marlene Saviola	Marlene Saviola	89 Hendricks Blvd	8-10-23

Petition To Deny the Variance for 1350 Eggert Road (SBL #67.82-3-9.11) (continued)

Printed Name	Signature	Address	Date
Ben Aldeson		93 Hendricks Blvd, Amherst NY 14226	8/10/2023
Emma Gagliano	Emma Gagliano	117 Hendricks Blvd	8/10/23
Joe Gagliano		117 Hendricks Blvd	8/10/23
Mike Hall		143 Hendricks Blvd	8/10/23
Sean Hanley		256 Hendricks Blvd.	8/10/23
Sam Hanley	Sam Hanley	256 Hendricks Blvd.	8/10/23
Mark Michelle		290 Hendricks Blvd	8/11/23
Ramona Happ		310 Hendricks Blvd	8/11/23
Patrick Cahill		314 Hendricks Blvd	8/11/23
Kara Galvin		314 Hendricks Blvd	8/11/23
Teddie Roy		51 ENDICOTT DR	8/11/23
Melinda LaMarca		62 Endicott Drive	8/12/23

Petition To Deny the Variance for 1350 Eggert Road (SBL #67.82-3-9.11) (continued)

Printed Name	Signature	Address	Date

Accidentally skipped a page.

Petition To Deny the Variance for 1350 Eggert Road (SBL #67.82-3-9.11) (continued)

Printed Name	Signature	Address	Date
~~Jon~~ Dusche	Jon Dusche	294 Hendricks Blvd, Amherst	8/12
Greta Doscher	Greta Doscher	294 Hendricks Blvd Amherst	8/12
Kristen Lane	Kristen Lane	37 Olney Drive 14226	8/14

35

CARMINAWOOD
DESIGN

August 16, 2023

Daniel Howard, AICP, Planning Director
Town of Amherst Planning Department
5583 Main Street
Williamsville, NY 14221

Re: Rezoning of 1350 Eggert Road from OB-TNB-1 to TI-2.5 [Z-2023-03]
Petitioner: 1097 Group LLC c/o Ellicott Development Company

Dear Mr. Howard:

During the public hearing held by the Town Board on Jul 24th, a concern was raised by an individual who spoke regarding existing drainage conditions on the property at 1350 Eggert Road ("Project Site").

The runoff from the pavement behind the existing building currently sheet drains northwest and during large rain events it flows down the set of stairs to the Crosby Boulevard below per the photos submitted during the public hearing held on July 24th since currently there are not any drainage structures located on the northern portion of the Project Site to pick up this runoff.

As part of the proposed redevelopment project, catch basins and piping will be installed to collect this runoff before it can make its way to the existing stairs. The new system will connect to the existing storm manhole located on the Project Site which discharges to the system on Crosby Boulevard.

The proposed project will require Site Plan Approval from the Planning Board and the engineered plans and supporting technical documentation will be submitted with the Site Plan Application will provide detailed information regarding the drainage related improvements that will be made in connection with the proposed project in accordance with the applicable Town of Amherst stormwater management standards.

If you have any questions regarding the above information, please contact me at 716-550-3342. Thank You.

Sincerely,
Carmina Wood Design
Christopher Wood, P.E.

Attachment: Wood-Ltr-Howard-08-16-23 (RES-2023-623 : 1350 Eggert Road Rezoning)

cc: Town of Amherst Town Board
Timothy J. Koller, Town Clerk's Office
Tom Fox, Ellicott Development
Sean Hopkins, Esq., Hopkins Sorgi & McCarthy PLLC

Attachment: Wood-Ltr-Howard-08-16-23 (RES-2023-623 : 1350 Eggert Road Rezoning)

HSM

November 7, 2023

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: Rezoning of 1350 Eggert Road from OB-TNB-1 to TI-2.5 [Z-2023-03]
Applicant/Project Sponsor: 1097 Group LLC c/o Ellicott Development Company
File No. 10173.13

Dear Supervisor Kulpa and Councilmembers:

This letter is being submitted on behalf of 1097 Group LLC ("Project Sponsor") to provide an update regarding the pending request to amend the zoning classification of 1350 Eggert Road ("Project Site") from OB-TNB-1 to TI-2.5.

During its meeting held on Monday, August 21st, the Town Board adjourned the continuation of the public hearing held on July 24th pending the submission of a storm mitigation plan, a traffic analysis and the holding of an informational meeting with property owners within 600 ft. of the Project Site. A copy of Resolution No. 2023-623 as adopted by the Town Board on August 21st is attached as **Exhibit "A"**.

The requirement to be submit a traffic analysis was satisfied on October 10th via my letter to Daniel Howard of the Planning Department for the purpose of submitting four (4) copies of the Traffic Assessment Report prepared by David Kruse of Passero Associates dated October 9th that contained a traffic analysis demonstrating the proposed redevelopment project not result in any potentially significant adverse traffic impacts. A copy of my letter to Daniel Howard dated October 10th is provided at **Exhibit "B"**.

A stormwater analysis summary letter prepared by Christoper Wood, P.E. dated today with updated project plans providing information regarding the extensive stormwater management improvements to be installed on the Project Site was submitted to the Planning Department today and will be distributed to the Engineering Department for review and comments. A copy of the stormwater analysis summary letter is provided at **Exhibit "C"**.

The final requirement per the resolution adopted by the Town Board on August 21st was for the Project Sponsor to hold an informational meeting with residents within 600 ft. of the Project Site. Attached as **Exhibit "D"** is a copy of the invite letter prepared by Tom Fox of Ellicott Development that was mailed to the owners of property within 600 ft. of the Project Site on October 23rd. The informational meeting held at the Harlem Road Community Center on Thursday, November 2nd was well attended and very productive from the perspective of the project team. Attached as **Exhibit "E"** is a copy of the PowerPoint presentation given during the informational meeting and attached as **Exhibit "F"** is the sign-in sheet from the informational meeting.

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
5500 Main Street, Suite 343 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsmlegal.com

Attachment: Kulpa-Ltr-Project Update-Date-11-07-23 (RES-2023-623 : 1350 Eggert Road Rezoning)

If you have any questions regarding this letter or the attached project documentation, please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

Enc.

cc: Deborah Bruch Bucki RN PhD, Deputy Supervisor
Jacqualine Berger, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Daniel Howard, Planning Director, Planning Department
Thomas Voigt, Assistant Planner, Planning Department
Thomas M. Fox, Director of Development, Ellicott Development Company [Via mail]
Bill Paladino, Chief Executive Officer, Ellicott Development Company [Via e-mail]
Christopher Wood, P.E., Carmina Wood Design [Via e-mail]
David Sutton, Sutton Architecture PLLC [Via e-mail]

Attachment: Kulpa-Ltr-Project Update-Date-11-07-23 (RES-2023-623 : 1350 Eggert Road Rezoning)

EXHIBIT A

Attachment: Kulpa-Ltr-Project Update-Date-11-07-23 (RES-2023-623 : 1350 Eggert Road Rezoning)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/21/23 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 27749 **RESOLUTION 2023-623** **ADJOURNED**

1350 Eggert Road Rezoning

Request to rezone 1350 Eggert Road from OB-TNB-1 to TI-2.5.

7/24/2023
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. The public hearing was opened at 8:14 PM.

Sean Hopkins, Esq. presented.

The following speakers spoke in opposition:
Ray Volpe, 302 Crosby Blvd
Dan Dolloff, 278 Crosby Blvd
Susan Aureli, 312 Crosby Blvd
Pamela & John Sander, 34 Olney Dr
Kristen Lane, 37 Olney Dr
Janice Colvin, 49 Olney Dr
Jessica Kerr, 22 Olney Dr

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the hearing until August 21st, seconded by Councilmember Lavin and unanimously approved 5-0.

8/21/2023
Supervisor Kulpa made a motion to adjourn the hearing until September 18th at the earliest, for the petitioner to submit information regarding a storm water mitigation plan, a traffic analysis and to hold a meeting with the residents within the 600 ft. radius, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 9/18/2023 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor	
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala	

Attachment: Kulpa-Ltr-Project Update-Date-11-07-23 (RES-2023-623 : 1350 Eggert Road Rezoning)

EXHIBIT B

Attachment: Kulpa-Ltr-Project Update-Date-11-07-23 (RES-2023-623 : 1350 Eggert Road Rezoning)

HSM

October 10, 2023

Daniel C. Howard, Planning Director
Town of Amherst Planning Department
5583 Main Street
Williamsville, NY 14221

Re: Rezoning of 1350 Eggert Road from OB-TNB-1 to TI-2.5 [Z-2023-03]
Applicant/Project Sponsor: 1097 Group LLC c/o Ellicott Development Company
File No. 10173.13

Dear Mr. Howard:

Enclosed are four (4) copies of the Traffic Assessment Report prepared by David Kruse of Passero Associates dated October 9th that was prepared at the request of the Town Board during it meeting held on Monday, August 21st.

The traffic analysis contained in the Traffic Assessment Report demonstrates that the proposed redevelopment project consisting of sixteen apartments for lease will not result in any potentially significant adverse traffic impacts.

If you have any questions regarding the enclosed project documentation or the status of the proposed multifamily project, please feel free to contact me at 716.510-4338 or via e-mail at shopkins@hsmlegal.com.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

Enc.
cc: Brian J. Kulpa, Supervisor
Jacqualine Berger, Councilmember
Deborah Bruch Bucki RN PhD, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Christopher Schregel, Traffic Safety Coordinator
Jeremy P. Wassel, Ellicott Development Company [Via e-mail]
Thomas M. Fox, Director of Development, Ellicott Development Company [Via mail]
Bill Paladino, Chief Executive Officer, Ellicott Development Company [Via e-mail]
David Kruse, AICP, Sr. Transportation Planner, Passero Associates [Via e-mail]

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
5500 Main Street, Suite 343 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsmlegal.com

Attachment: Kulpa-Ltr-Project Update-Date-11-07-23 (RES-2023-623 : 1350 Eggert Road Rezoning)

Christopher Wood, P.E., Carmina Wood Design [Via e-mail]
David Sutton, R.A., Sutton Architecture PLLC [Via e-mail]

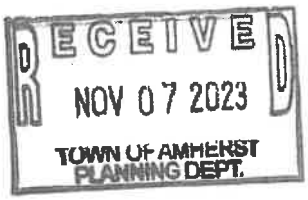
Attachment: Kulpa-Ltr-Project Update-Date-11-07-23 (RES-2023-623 : 1350 Eggert Road Rezoning)

EXHIBIT C

Attachment: Kulpa-Ltr-Project Update-Date-11-07-23 (RES-2023-623 : 1350 Eggert Road Rezoning)

CARMINAWOOD
DESIGN

November 7, 2023



Daniel C. Howard, AICP, Planning Director
Town of Amherst Planning Department
5583 Main Street
Williamsville, NY 14221

Re: Proposed Multifamily Project
1350 Eggert Road
Town of Amherst

Dear Mr. Howard and Members of the Town Board:

This letter has been prepared for the purpose of providing the Town Board with the requested summary of the manner by which runoff from impervious surfaces on the Project Site will be properly handled. Enclosed are four-full size copies of the following updated plans dated October 9, 2023:

- Site Plan [Drawing C-100];
- Grading Plan [Drawing C-200]; and
- Storm Drainage Plan [Drawing C-300];

Reduced-size copies of the above referenced plans are also attached as Exhibit "1". In connection with the review of the proposed multifamily project, questions have been raised regarding potential stormwater impacts. As a result of the need to install an on-site stormwater management complying with the stringent applicable standards, the proposed redevelopment project to be located at 1350 Eggert Road ("Project Site") will not result in any potentially significant adverse stormwater impacts. Please note that the disturbance for the proposed project will be less than 1 acre, therefore NYSDEC SPDES requirements do not apply.

In connection with the Town Board's evaluation of potential stormwater runoff impacts, it is important to mention that the Engineer's Report to be prepared by our firm in connection with the future Site Plan Application review process will provide calculations that confirm that the storm water management system to be constructed as part of the project will comply with the applicable stringent stormwater quantity standards of the Town of Amherst. The fully engineered plans and Engineer's Report will need to be reviewed and approved by the Town of Amherst Engineering Department in connection with the future Site Plan

Attachment: Kulpa-Ltr-Project Update-Date-11-07-23 (RES-2023-623 : 1350 Eggert Road Rezoning)

Application review process prior to the commencement of any on-site construction activities.

The following sections of this letter provide a summary of the manner by which runoff from the impervious surfaces within the redevelopment project will be handled.

I. **Storm Water Design Narrative:**

A storm water collection system is proposed for parking area which will collect water from the parking lot, greenspaces and building. This system will consist of catch basins placed in the parking lot to catch the water and the roof downspouts from the building will be piped to these catch basins. This water will be conveyed to a storm water management system and discharge to the existing Town of Amherst storm water system for Crosby Boulevard. The storm water management area will consist of underground storage consisting of Stormtech chambers and will be designed in accordance with the Town of Amherst requirements. The outlet will be designed to allow a discharge which does not exceed the pre-construction peak runoff.

The existing drainage path of the Project Site runoff under existing conditions is generally north towards Crosby Boulevard. On site there is current catch basins in the existing parking lot behind the existing apartment building. These catch basins currently connect to the Town of Amherst storm manhole located in the Crosby Boulevard Right-of-Way. In the developed condition, the existing 8" connection will be reused and underground detention will be provided upstream to accommodate an increase in runoff. The existing parking lot and the proposed buildings will be directed through the underground detention system which will provide a dramatic improvement with regards to runoff compared to existing conditions. Currently a portion of the driveway and greenspace sheet flow north and off site (down and existing set of stairs) to Crosby Boulevard. This condition will be eliminated with the proposed stormwater improvements which will prevent water from the developed areas of the Project Site from sheet draining offsite uncontrolled. The discharge from the storm water management area will be controlled by the existing 8" outlet pipe and will not exceed the current existing rate of runoff.

Attachment: Kulpa-Ltr-Project Update-Date-11-07-23 (RES-2023-623 : 1350 Eggert Road Rezoning)

Detention System:

The proposed storm water management area will consist of underground detention which will provide volume attenuation in accordance with Town of Amherst requirements.

Design Criteria:

Storm pipes: 10-year storm

Detention: Designed to contain the 1-year, 10-year, 25-year, 50-year and the 100-year 24-hour design storms for the post-development peak rates of runoff, while restricting the outflow rate equal to the 1-year, 10-year, 25-year, 50-year and the 100-year 24-hour design storms for the pre-development peak rates of runoff respectively.

As demonstrated by the above overview, the proposed project will include storm water management improvements per the applicable stringent standards of the Town of Amherst. This will ensure that the project will not result in any potentially significant drainage or flooding impacts.

II. Conclusion:

As outlined in detail above, the installation of an on-site stormwater management system complying with the applicable stringent stormwater quantity standards as described above, ensures the proposed project will not result in any potentially significant adverse drainage impacts for purpose of the environmental review of the redevelopment project being conducted by the Town Board pursuant to the State Environmental Quality Review Act ("SEQRA").

The fully engineered plans and Engineer's Report will need to be reviewed by the Town Engineering Department and involved agencies to confirm compliance with the applicable stormwater quantity standards during the future Site Plan Application review process.

Attachment: Kulpa-Ltr-Project Update-Date-11-07-23 (RES-2023-623 : 1350 Eggert Road Rezoning)

Please contact me at 716-550-3342 with any questions regarding this letter or the proposed project.

Sincerely,

Carmina Wood Design

R. Christopher Wood, P.E.

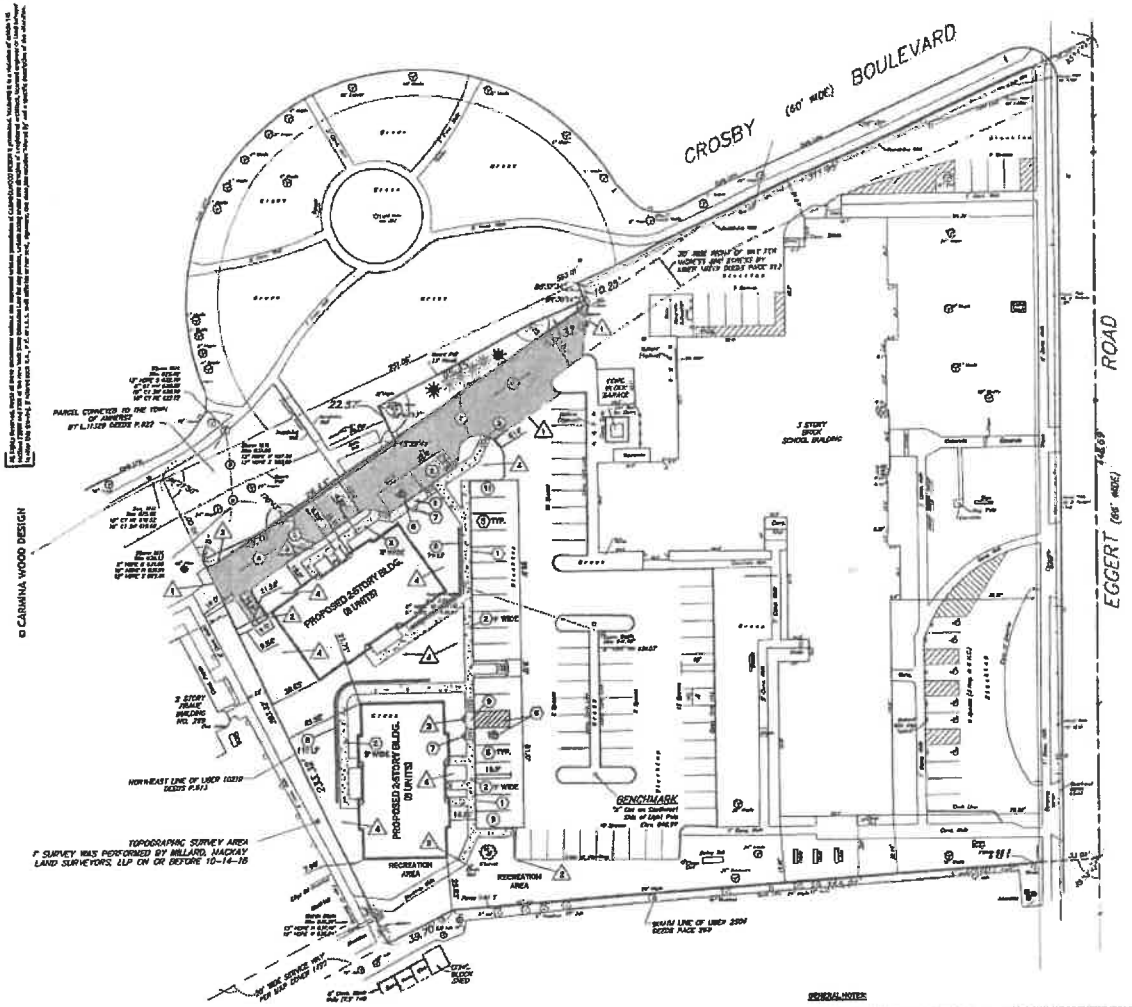
Enc.

cc: Brian J. Kulpa, Supervisor
Deborah Bruch Bucki RN PhD, Deputy Supervisor
Jacqualine Berger, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Francina J. Spoth, Town Clerk
Thomas M. Fox, Director of Development, Ellicott Development Company
Bill Paladino, Chief Executive Officer, Ellicott Development Company
Sean Hopkins, Esq., Hopkins Sorgi & McCarthy PLLC

Attachment: Kulpa-Ltr-Project Update-Date-11-07-23 (RES-2023-623 : 1350 Eggert Road Rezoning)

Exhibit 1 - Reduced-Size Copies of Updated Plans as Prepared by Christopher Wood, P.E. of Carmina Wood Design

Attachment: Kulpa-Ltr-Project Update-Date-11-07-23 (RES-2023-623 : 1350 Eggert Road Rezoning)



N

SITE PLAN

SCALE: 1"=30'.

SITE DATA

SITE AREA = 6.3 AC

ZONED: RESIDENCE TO 11-2.3

USE: PROPOSED (2) 3-STORY 6 UNIT APT BUILDING = 12 UNITS

SETBACK - BUILDING	REQUIRED	PROVIDED
FRONT	10' MIN./30' MAX.	> 10' & < 30' *
SIDE	0' MIN.	33.0' MIN.
REAR	0' MIN.	7.08' MIN.
SETBACK - PARKING		
FRONT	20' MIN.	> 20' FT
SIDE	0' MIN.	> 0' MIN.
REAR	0' MIN.	> 0' MIN.
TOTAL VEHICLE SPACES	18	37
BICYCLE	6	6
ELECTRIC VEHICLE STATION	1	1
GREENSPACE		
INTERIOR PARKING GREENSPACE	5% (1,123 SF)	33% (1,123 SF)
MAX. BUILDING HEIGHT	3.5 STORIES / 35'	2 STORIES / < 35'
OUTDOOR AMENITY SPACE	8% (0.17 AC)	8.7% (0.19 AC)

* VARIANCE REQUIRED

PARKING CALCULATION PER SECTION 5A-9-1-6

APARTMENTS/TOWNHOUSES

RESID: 1 SPACE PER 2-bedroom unit or 1 or 1.5 rooms = 18 SPACES

TOTAL PARKING SPACES REQUIRED = 18 SPACES

BICYCLE CALCULATION PER SECTION 5A-9-1-6

RESIDENTIAL:

RESID: 0.5 PER UNIT OR HALF

RESID = 6.5 X 1.0 = 6 SPACES REQ'D.

TOTAL BICYCLE SPACES REQUIRED = 6 SPACES

ELECTRIC VEHICLE CALCULATION PER SECTION 5A-9-1-6

1% OF TOTAL PARKING = 24 X 0.01 = 1 SPACES REQ'D.

SITE LEGEND

- PROPERTY LINE
- PROPOSED CONCRETE CURB
- PROPOSED SIDEWALK / CONCRETE PAD
- NUMBER OF PARKING SPACES (27)
- PROPOSED SIGN
- PROPOSED STANDARD DUTY ASPHALT PAVEMENT
- PROPOSED LIGHT POLE
- PROPOSED WALL MOUNTED LIGHT

DETAIL LEGEND SEE SITE DETAIL SHEET

1. TYPE "A" CONCRETE CURB
2. CONCRETE SIDEWALK
3. SIDEWALK CURB RAMP
4. STANDARD DUTY ASPHALT
5. 90° PARKING STALL
6. HANDICAPPED PAVEMENT MARKINGS
7. HANDICAPPED PARKING SIGN
8. RETAINING WALL W/FENCE
9. HANDICAPPED PAVEMENT RAMP

NOTE LEGEND

1. SAWCUT LINE, MATCH EXISTING EDGE OF PAVEMENT
2. RUNOUT CURB (4'-2" OR MATCH EXISTING CURB
3. INSTALL "NO PARKING" SIGN, M.U.T.C.D. SIGN NO. P1-1 C
4. LANDSCAPED AREA - SEE LANDSCAPE PLAN, IF NO PLANTINGS, INSTALL TOPSOIL & SEED
5. MATCH EX. SIDEWALK

GENERAL NOTES:

1. INSTALL ALL MATERIALS TO MANUFACTURER'S RECOMMENDATIONS AND BEST STANDARDS OF TRADE INVOLVED.
2. SUBSTITUTIONS SHALL BE MADE ONLY WITH OWNER'S APPROVAL AND BE OF EQUIVALENT QUALITY TO WHAT IS SPECIFIED.
3. WORK SHALL BE COMPLETED IN STRICT ACCORDANCE WITH ALL LOCAL CODES AND OSHA SAFETY RULES AND REGULATIONS.
4. VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS AT THE SITE. NOTIFY OWNER & ENGINEER OF DISCREPANCIES IN CONDITIONS SHOWN ON DRAWINGS PRIOR TO PROCEEDING WITH THE WORK.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF ANY EXISTING STRUCTURES TO REMAIN AND ANY FINISH MATERIAL INSTALLED WHILE WORKING ON OTHER COMPONENTS.
6. CONTRACTOR SHALL KEEP JOB FREE OF DEBRIS AND MAKE FINAL CLEANUP TO SATISFACTION OF OWNER
7. CONTRACTOR SHALL ASCERTAIN THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION SO THAT THIS WORK WILL NOT DISTURB EXISTING LINES AND/OR INSTALLATIONS. COORDINATE ALL WORK WITH THE APPLICABLE UTILITY COMPANIES.

SOIL EROSION: CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED PERMITS NECESSARY TO PERFORM THE WORK.

1. ALL REASONABLE MEASURES SHALL BE TAKEN TO PROTECT EXISTING TREES WHICH ARE TO BE PRESERVED INCLUDING [illegible] (IN AREAS INCLUDING BUT NOT LIMITED TO,
2. [illegible] OR [illegible] EXCAVATING TREE ROOTS.
3. ALL DIMENSIONS FROM PROPERTY LINES SHALL BE MEASURED PERPENDICULAR TO THE PROPERTY LINE.
4. CENTER ENTRANCE SIDEWALKS ON DOOR OPENINGS.
5. BUILDING DIMENSIONS ARE APPROXIMATE. REFER TO ARCHITECTURAL DRAWINGS FOR LAYOUT DIMENSIONS.

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS. CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

30' 0 30' 60' FT.

CARMINA WOOD DESIGN

CARMINAWOOD DESIGN

511 Ellicott Street, Suite 320
Buffalo, New York 14203
Phone: (716) 842-1155

Multi-family Development

1350 Eggert Road
Amherst, New York

NO.	DESCRIPTION	DATE

DRAWING NAME:
Site Plan

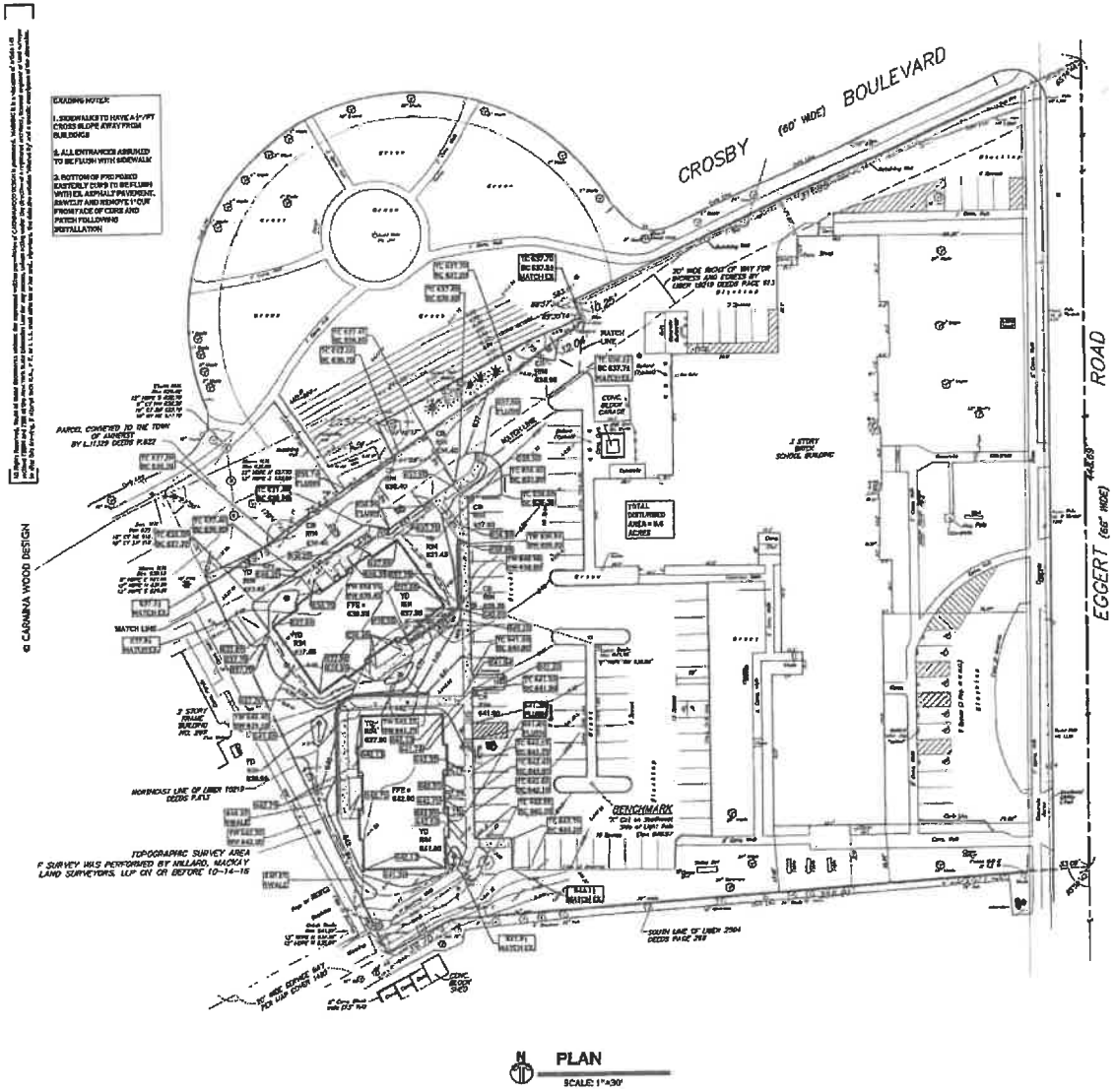
Date: 10.09.23
Drawn By: C. Wood
Scale: As Noted

DRAWING NO.
C-100

Project No: 22.XXX

Packet Pg. 309

7.2.d



PLAN
SCALE: 1"=30'

PROPOSED GRADING LEGEND

PROPOSED CONTOUR	101
PROPOSED SPOT ELEVATION	100.50
PROPOSED TOP/BOTTOM OF CURB ELEV.	TC 100.50 BC 100.00
PROPOSED CATCH BASIN	CB
PAVEMENT/GROUND SLOPE	
PROPOSED YARD DRAIN	YD
PROPOSED MANHOLE	MH

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS. CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

30' 0 30' 60' FT.

CARMINA WOOD DESIGN
[illegible] Main Street, Suite 100
East Aurora, New York 14052
Phone: (716) 565-5115

Multi-family Development

1350 Eggert Road
Amherst, New York

REVISIONS: No.	Description	Date

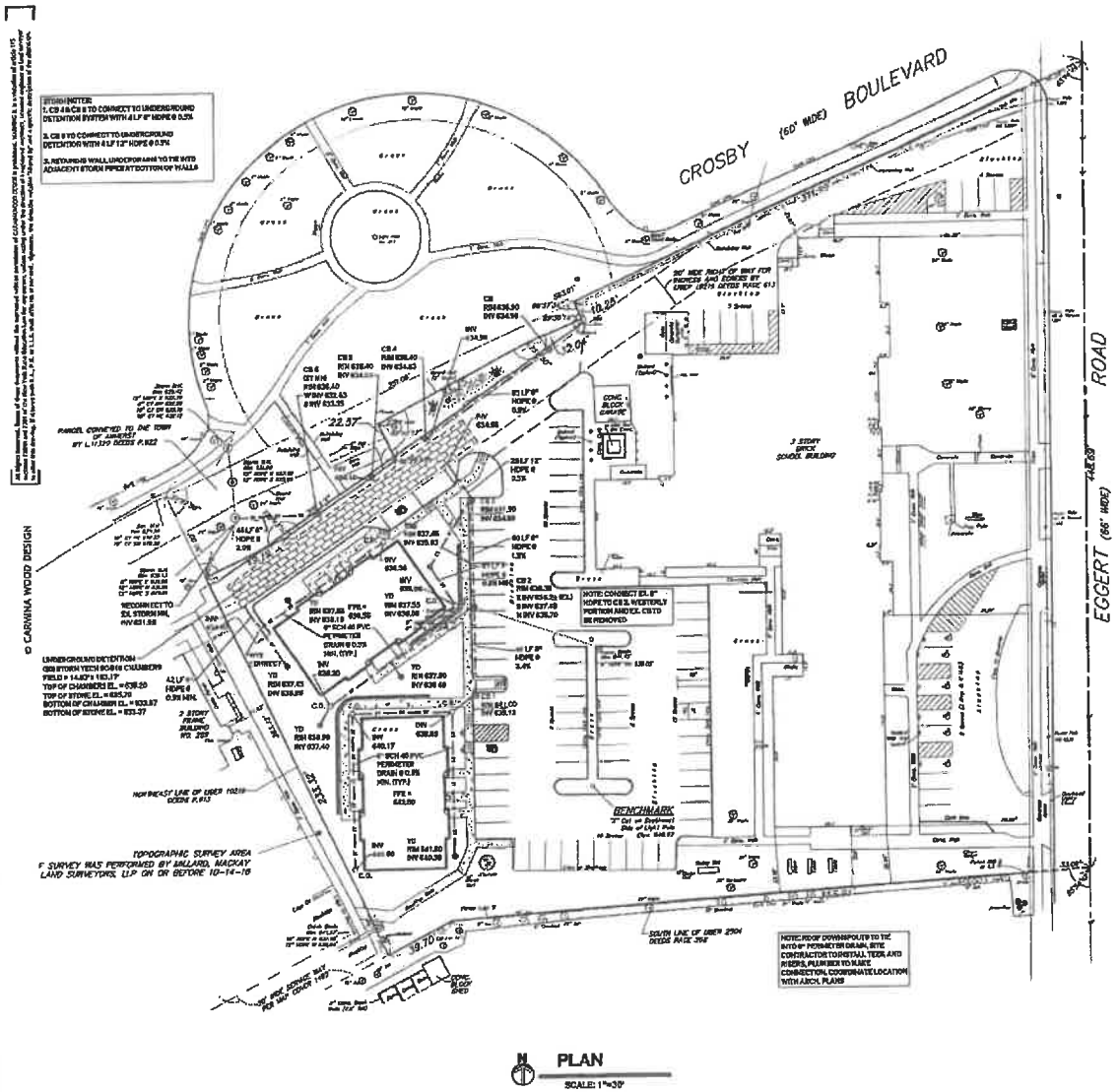
DRAWING NAME:
Grading Plan

Date: 10.09.23
Drawn By: C. Wood
Scales: As Noted

DRAWING NO.
C-200

Project No: 22.XXX

Attachment: Kulpa-Ltr-Project Update-Date-11-07-23 (RES-2023-623 : 1350 Eggert Road Rezoning)



© CARMINA WOOD DESIGN

PROPOSED UTILITY LEGEND

PROPOSED STORM SEWER	—ST—
PROPOSED SANITARY SEWER	—6" SA—
PROPOSED WATERLINE	—1" W—
PROPOSED CATCH BASIN	CB
PROPOSED TAXI DRAIN	TD
PROPOSED MANHOLE	MH
PROPOSED HYDRANT ASSEMBLY	
PROPOSED GATE VALVE	GV

NOTE: FOR PROPOSED VALVE BOXES, CLEANOUTS, ETC., INSTALL A 2,000 PSI CONCRETE COLLAR AROUND THE ITEM AT GRADE. THE COLLAR SHALL BE A MINIMUM OF 8" WIDER, ON ALL SIDES, THAN THE BOX, CLEANOUT, ETC. THE COLLAR SHALL BE A MINIMUM OF 6" THICK.

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS. CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

30' 0 30' 60FT.

CARMINA WOOD DESIGN

Multi-family Development
1350 Eggert Road
Amherst, New York

REVISIONS:
No. Description Date

DRAWING NAME:
Storm Drainage Plan

Date: 10.09.23
Drawn By: C. Wood
Scale: As Noted

DRAWING NO.
C-300

Project No: 22.XXX

Attachment: Kulpa-Ltr-Project Update-Date-11-07-23 (RES-2023-623 : 1350 Eggert Road Rezoning)

EXHIBIT D

Attachment: Kulpa-Ltr-Project Update-Date-11-07-23 (RES-2023-623 : 1350 Eggert Road Rezoning)

ELLICOTT DEVELOPMENT

ELLICOTT SQUARE BUILDING
295 MAIN STREET, SUITE 700
BUFFALO, NY 14203-2219

TEL: 716.854.0060
FAX: 716.852.2829
EllicottDevelopment.com

To: **Residents**

From: **Thomas M. Fox, Ellicott Development Company**

Re: **Invitation of Community Meeting regarding:**
Proposed Multi-Family Residential Construction at 1350 Eggert Road

Date: **October 23, 2023**

Ellicott Development Company is proposing the construction of two (2) 2-story apartment buildings in the rear of 1350 Eggert Road to include a total of 16 residential units (8 units per building).

You are invited to attend an informational meeting to be held per the information below regarding the proposed development plans with representatives of the development team. Your attendance is welcome for any questions and input you would like the project team to consider.

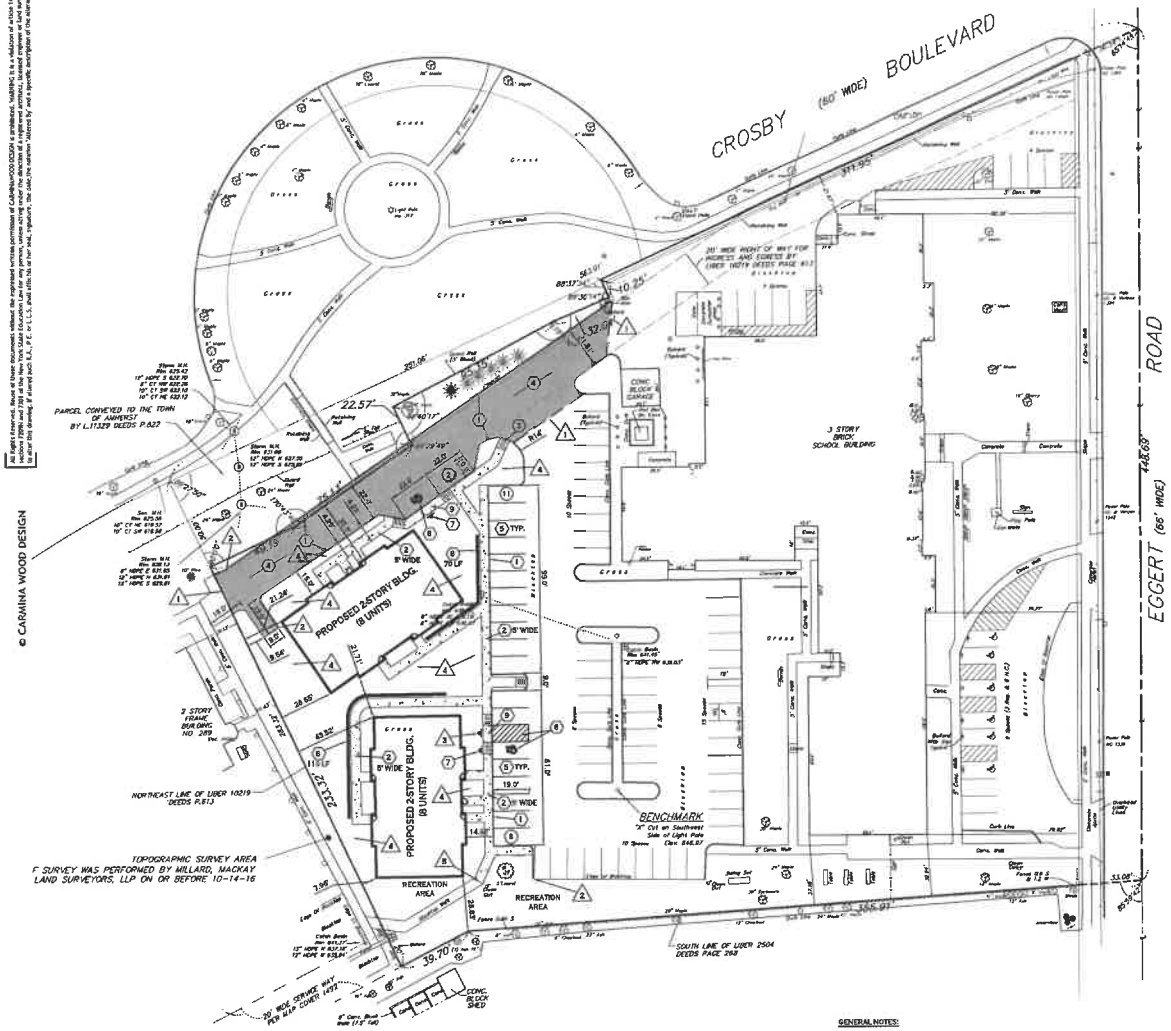
If you are not available to attend the informational meeting, please feel free to contact me at (716) 854-0060 or via e-mail at tfox@ellicottdevelopment.com with any questions.

Meeting details:

Date: **Thursday, November 2nd, 2023 from 6:30 PM – 7:30 PM**

Location: **Harlem Road Community Center Auditorium**
4255 Harlem Rd, Amherst, NY 14226

Attachment: Kulpa-Ltr-Project Update-Date-11-07-23 (RES-2023-623 : 1350 Eggert Road Rezoning)



SITE PLAN

SCALE: 1"=30'

DETAIL LEGEND SEE SITE DETAIL SHEET

1. TYPE "A" CONCRETE CURB
2. CONCRETE SIDEWALK
3. SIDEWALK CURB RAMP
4. STANDARD DUTY ASPHALT
5. 90° PARKING STALL
6. HANDICAPPED PAVEMENT MARKINGS
7. HANDICAPPED PARKING SIGN
8. RETAINING WALL W/ FENCE
9. HANDICAPPED PAVEMENT RAMP

NOTE LEGEND

1. SAWCUT LINE. MATCH EXISTING EDGE OF PAVEMENT
2. RUNOUT CURB IN 2' OR MATCH EXISTING CURB
3. INSTALL "NO PARKING" SIGN, M.U.T.C.D. SIGN NO. P1-1C
4. LANDSCAPED AREA - SEE LANDSCAPE PLAN, IF NO PLANTINGS, INSTALL TOPSOIL & SEED
5. MATCH EX. SIDEWALK

SITE DATA

SITE AREA = 3.3 AC
ZONED: REZONE TO TI- 2.5
USE: PROPOSED (2) 2-STORY 8 UNIT APT BUILDING = 16 UNITS

	REQUIRED	PROVIDED
SETBACKS- BUILDING		
FRONT	10' MIN./ 30' MAX.	> 10' & > 30' *
SIDE	0' MIN.	38.0' MIN.
REAR	0' MIN.	7.09' MIN.
SETBACKS- PARKING		
FRONT	20' MIN.	> 20 FT
SIDE	0' MIN.	> 0' MIN.
REAR	0' MIN.	> 0' MIN.
TOTAL VEHICLE SPACES	16	21
BICYCLE	8	8
ELECTRIC VEHICLE STATION	1	1
GREENSPACE		
INTERIOR PARKING GREENSPACE:	5% (150 SF)	38% (1,125 SF)
MAX. BUILDING HEIGHT	2.5 STORIES / 35'	2 STORIES / < 35'
OUTDOOR AMENITY SPACE	5% (0.17 AC)	6.7% (0.19 AC)

* VARIANCE REQUIRED

PARKING CALCULATION (PER SECTION 5A-6-1-A)

APARTMENTS/TOWNHOMES:
REQ'D: 1 SPACE PER 2-BEDRM UNIT = 1 x 16 UNITS = 16 SPACES

TOTAL PARKING SPACES REQUIRED = 16 SPACES

BICYCLE CALCULATION (PER SECTION 5A-6-1-A)

RESIDENTIAL:
REQ'D: 0.5 PER UNIT (20 MAX.)
REQ'D = 0.5 x 16 = 8 SPACES REQ'D.

TOTAL BICYCLE SPACES REQUIRED = 8 SPACES

ELECTRIC VEHICLE CALCULATION (PER SECTION 5A-6-1-D)

1% OF TOTAL PARKING = 24 x 0.01 = 1 SPACE REQ'D.

GENERAL NOTES:

1. INSTALL ALL MATERIALS TO MANUFACTURER'S RECOMMENDATIONS AND BEST STANDARDS OF TRADE INVOLVED.
2. SUBSTITUTIONS SHALL BE MADE ONLY WITH OWNER'S APPROVAL AND BE OF EQUIVALENT QUALITY TO WHAT IS SPECIFIED.
3. WORK SHALL BE COMPLETED IN STRICT ACCORDANCE WITH ALL LOCAL CODES AND OSHA SAFETY RULES AND REGULATIONS.
4. VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS AT THE SITE. NOTIFY OWNER & ENGINEER OF DISCREPANCIES IN CONDITIONS SHOWN ON DRAWINGS PRIOR TO PROCEEDING WITH THE WORK.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF ANY EXISTING STRUCTURES TO REMAIN AND ANY FINISH MATERIAL INSTALLED WHILE WORKING ON OTHER COMPONENTS.
6. CONTRACTOR SHALL KEEP JOB FREE OF DEBRIS AND MAKE FINAL CLEANUP TO SATISFACTION OF OWNER.
7. CONTRACTOR SHALL ASCERTAIN THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION SO THAT THIS WORK WILL NOT DISTURB EXISTING LINES AND/OR INSTALLATIONS. COORDINATE ALL WORK WITH THE APPLICABLE UTILITY COMPANIES.

BOTH CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED PERMITS NECESSARY TO PERFORM THE WORK.

9. ALL REASONABLE MEASURES SHALL BE TAKEN TO PROTECT EXISTING TREES WHICH ARE TO BE PRESERVED
1. [illegible] DAMAGE: INCLUDING BUT NOT LIMITED TO,
2. [illegible] EXCAVATING TREE ROOTS.
3. ALL DIMENSIONS FROM PROPERTY LINES SHALL BE MEASURED PERPENDICULAR TO THE PROPERTY LINE.
4. CENTER ENTRANCE SIDEWALKS ON DOOR OPENINGS.
5. BUILDING DIMENSIONS ARE APPROXIMATE, REFER TO ARCHITECTURAL DRAWINGS FOR LAYOUT DIMENSIONS.

SITE LEGEND

- PROPERTY LINE
- PROPOSED CONCRETE CURB
- PROPOSED SIDEWALK / CONCRETE PAD
- NUMBER OF PARKING SPACES (27)
- PROPOSED SIGN
- PROPOSED STANDARD DUTY ASPHALT PAVEMENT
- PROPOSED LIGHT POLE
- PROPOSED WALL MOUNTED LIGHT

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS. CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

30' 30 0 30 60Ft.

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CARMINA WOOD DESIGN
427 Main Street, Suite 500
Buffalo, New York 14203
Phone: (716) 842-3165
111 Bath Street, Suite 332
Greensboro, North Carolina 27406
Phone: (336) 937-9099

Multi-family Development

1350 Eggert Road
Amherst, New York

REVISIONS:
No. Description Date

DRAWING NAME:
Site Plan

Date: 10.09.23
Drawn By: C. Wood
Scale: As Noted

DRAWING NO.
C-100

Project No: 22.XX

EXHIBIT E

Attachment: Kulpa-Ltr-Project Update-Date-11-07-23 (RES-2023-623 : 1350 Eggert Road Rezoning)

Informational Meeting
November 2, 2023

Request to Rezone 1350 Eggert Road from OB-TNB-1 to TI-2.5

Petitioner: 1097 Group LLC c/o Ellicott Development Company

Attachment: Kulpa-Ltr-Project Update-Date-11-07-23 (RES-2023-623 : 1350 Eggert Road Rezoning)

Project History:

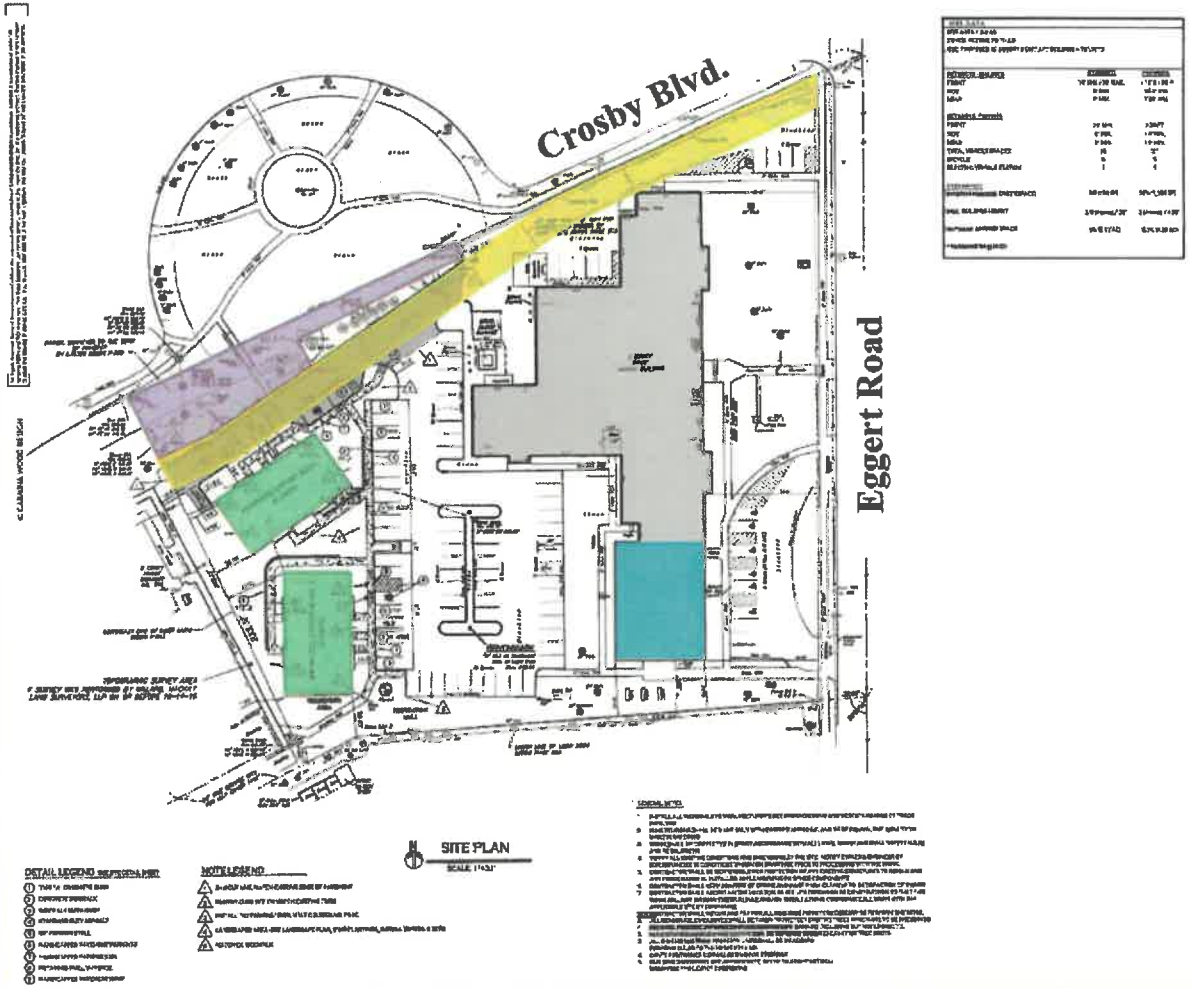
- Size of Project Site: 3.61 acres
- Former Cantalitian School property purchased in 2013
- Project Site rezoned from CF-TNB-1 to OB-TNB-1 on April 28, 2014
- Site Plan for redevelopment of the 3-story former school building as 38 apartments and 5,130 sq. ft. of 1st floor commercial space approved by the Planning Board on June 19, 2014
- Negative Declarations issued by the Town Board, Planning Board and Zoning Board of Appeals
- A portion of property along the hill south of Eco Park was previously donated to the Town of Amherst as an extension of park space
- Redevelopment completed in 2015



Attachment: Kulpa-Ltr-Project Update-Date-11-07-23 (RES-2023-623 : 1350 Eggert Road Rezoning)

Site Plan:

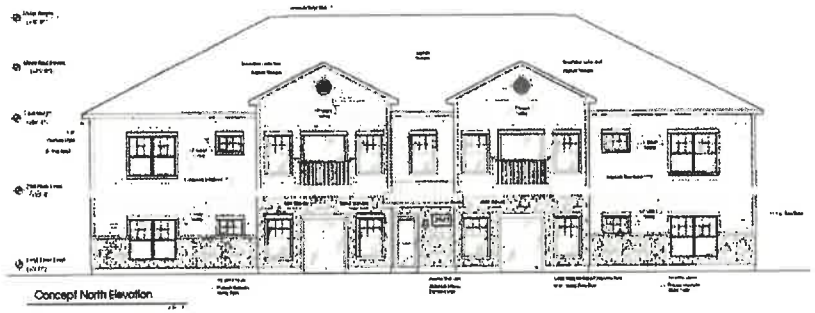
- **PURPLE:** Property previously donated to the Town of Amherst as park space at top of hill
- **YELLOW:** Existing 20' Access Easement for Group Home at 289 Crosby Boulevard
- **GREEN:** Proposed infill development behind/west of the existing parking area
  - Two 2-story buildings consisting of 8 residential units per building, 16 total
  - Northern building oriented along the 20' internal access driveway
- **BLUE:** Rezoning from OB-TNB-1 to TI-2.5 will accommodate the conversion of approximately 5k sq. ft. of vacant space in the southern portion of existing building into 3 residential units
- Project will require Site Plan Approval from the Planning Board and review and recommendation from the Design Advisory Board

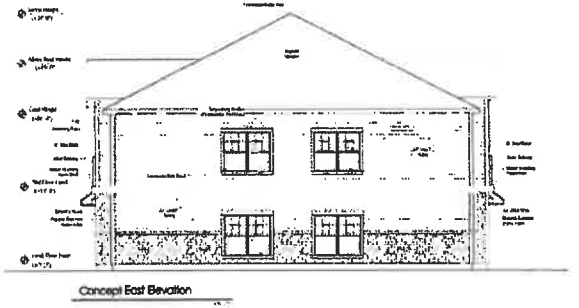


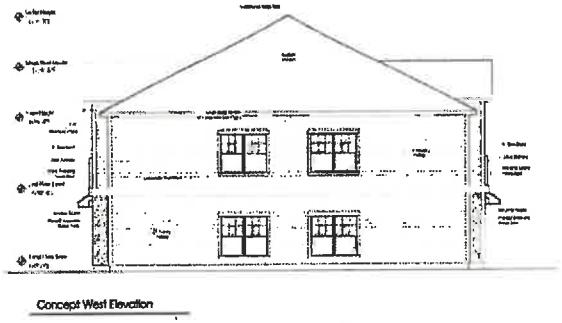
Attachment: Kulpa-Ltr-Project Update-Date-11-07-23 (RES-2023-623 : 1350 Eggert Road Rezoning)

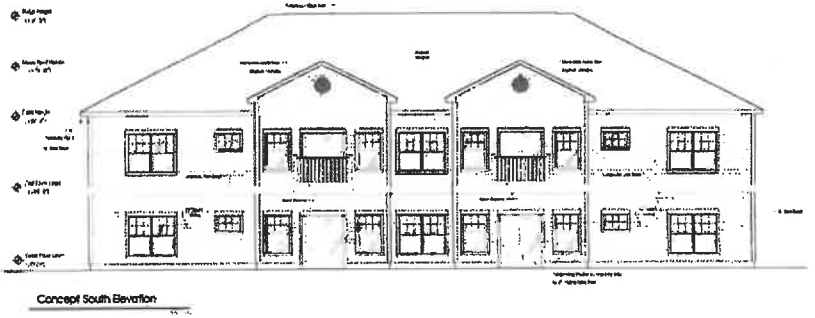
Previous Conceptual Elevation Plan:

- Two 2-story buildings comprised of 8 residential units
- Materials include:
  - Cultured stone
  - Clapboard siding
  - Asphalt shingled hip roof and metal roof accent at main entry









ELLICOTT DEVELOPMENT

Concept First Floor Plan For:
8 Unit Multi Family Building

1350 Eggert Road Amherst, NY
4/18/23

SUTTON architecture
"Design & Build"

Attachment: Kulpa-Ltr-Project Update-Date-11-07-23 (RES-2023-623 : 1350 Eggert Road Rezoning)

Alternative Concept Plan prepared by Code Studio on behalf of the Amherst Planning Department, dated July 21st:

- Rowhouse Style Buildings
- Better frames the park/public realm
- Adds greater visual articulation through separate entrance features

Alternate Concept: Plan View



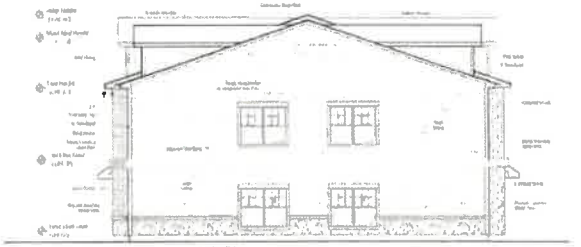


California Drive development as precedent: front view

Updated Conceptual Elevation Plan:

- Rowhouse Style Buildings based on Code Studio and Planning Department input
- Elevated mix of materials and architectural features
- Mean Roof Height of less than 26' and peak height slightly more than 28'
  - Equal to and less than height of all homes on Crosby to the west
- Project will require Site Plan Approval from the Planning Board and review and recommendation from the Design Advisory Board


Concept North Elevation


Concept East Elevation


Concept West Elevation


Concept South Elevation

ELLICOTT DEVELOPMENT

Concept First Floor Plan For:
8 Unit Multi Family Building

1350 Eggert Road Amherst, NY
8/18/23

SUTTON architecture
"Design & Build"

Attachment: Kulpa-Ltr-Project Update-Date-11-07-23 (RES-2023-623 : 1350 Eggert Road Rezoning)

PLANNING BOARD'S FAVORABLE RECOMMENDATION AND CONSISTENCY WITH THE ADOPTED COMPREHENSIVE PLAN:

- The Planning Board held a public hearing on May 18th, 2023 and adopted a resolution by a unanimous vote recommending issuance of a negative declaration pursuant to SEQRA and the Town Board's approval of the amending of the zoning classification of 1350 Eggert Road from OB-TNB-1 to TI-2.5
- Planning Board's findings included that the rezoning is consistent with the adopted Comprehensive Plan – The Planning Board's findings included the following:
  - **A.** The proposed rezoning and development plan if revised can be consistent with policies of the Comprehensive Plan and the Zoning Ordinance.
  - **B.** There are adequate services and utilities available or proposed to be made available in the construction of the development.
  - **C.** The proposal is compatible with the uses of nearby property and with the character of the neighborhood.
  - **D.** The proposed change does tend to improve the balance of uses or meets a specific demand in the Town.

Attachment: Kulpa-Ltr-Project Update-Date-11-07-23 (RES-2023-623 : 1350 Eggert Road Rezoning)

COMMENTS DURING PUBLIC HEARING HELD BY THE TOWN BOARD ON JULY 24, 2023:

- Residential Units for Lease
- Existing Drainage Conditions:
  - Stormwater management improvements to be included in connection with the proposed redevelopment project
  - Preliminary Drainage Plans prepared by Christopher Wood, P.E. of Carmina Wood Design
- Traffic Impacts:
  - Total peak A.M and P.M. weekday projected traffic volume for 16 units of Multifamily Housing (Low-Rise) is 15 vehicular trips per day per the Traffic Assessment Report prepared by Passero Associates dated October 9, 2023
- Greenspace:
  - Parkland was donated to the Town previously as requested
  - Extensive new landscaping will be required in connection with the residential redevelopment project
  - Landscape Plan prepared by a licensed Landscape Architect will be required in connection with the Site Plan Application review process

CARMINAWOOD
DESIGN

August 16, 2023

Daniel Howard, AICP, Planning Director
Town of Amherst Planning Department
5583 Main Street
Williamsville, NY 14221

Re: Rezoning of 1350 Eggert Road from OB-TNB-1 to TI-2.5 [Z-2023-03]
Petitioner: 1097 Group LLC c/o Ellicott Development Company

Dear Mr. Howard:

During the public hearing held by the Town Board on Jul 24th, a concern was raised by an individual who spoke regarding existing drainage conditions on the property at 1350 Eggert Road ("Project Site").

The runoff from the pavement behind the existing building currently sheet drains northwest and during large rain events it flows down the set of stairs to the Crosby Boulevard below per the photos submitted during the public hearing held on July 24th since currently there are not any drainage structures located on the northern portion of the Project Site to pick up this runoff.

As part of the proposed redevelopment project, catch basins and piping will be installed to collect this runoff before it can make its way to the existing stairs. The new system will connect to the existing storm manhole located on the Project Site which discharges to the system on Crosby Boulevard.

The proposed project will require Site Plan Approval from the Planning Board and the engineered plans and supporting technical documentation will be submitted with the Site Plan Application will provide detailed information regarding the drainage related improvements that will be made in connection with the proposed project in accordance with the applicable Town of Amherst stormwater management standards.

If you have any questions regarding the above information, please contact me at 716-550-3342. Thank You.

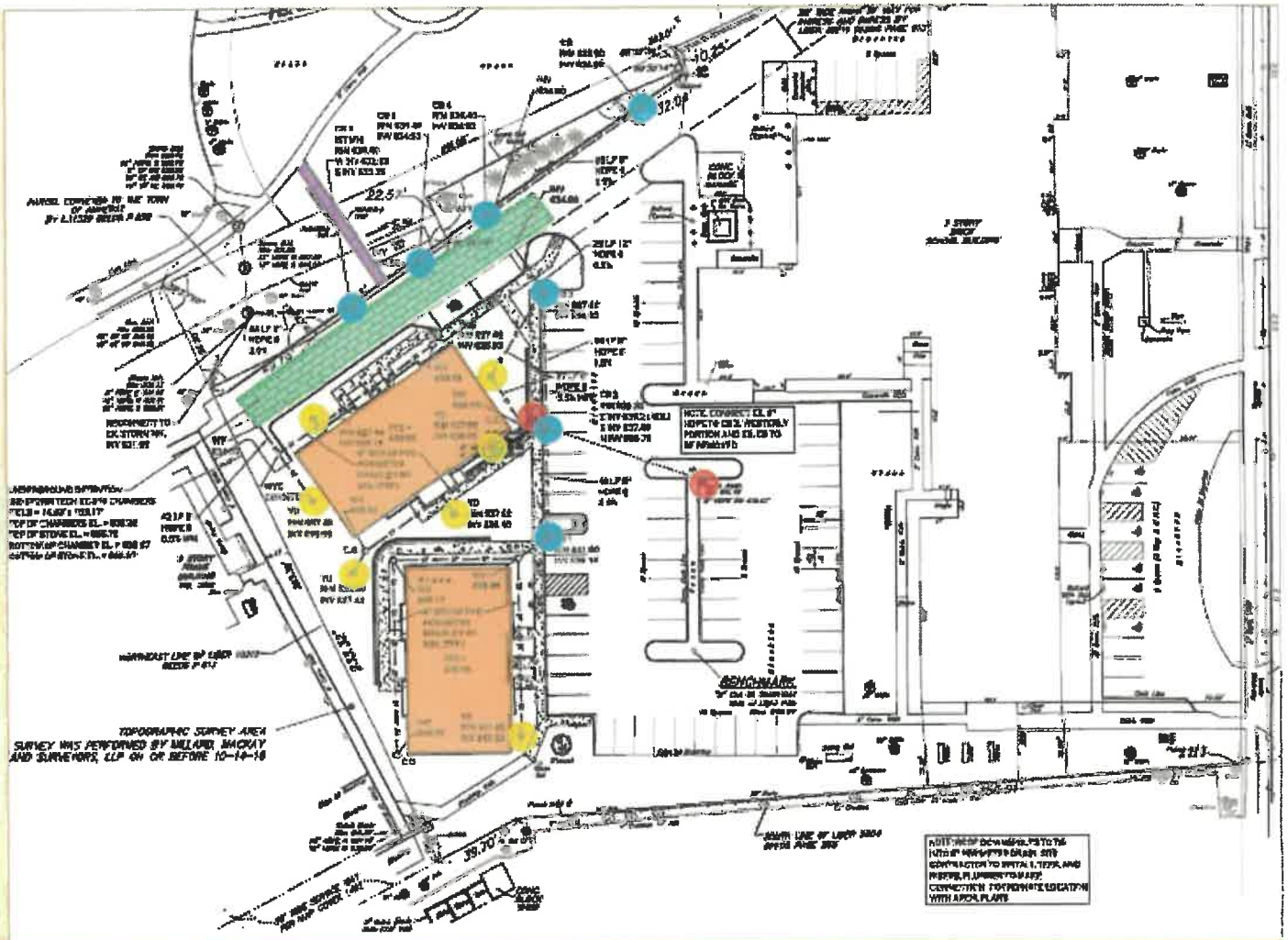
Sincerely,
Carmina Wood Design
Christopher Wood, P.E.

carminawooddesign.com
Buffalo 487 Main Street, Suite 500, Buffalo, NY 14203 716.842.3165
Greensboro 111 Bain Street, Suite 332, Greensboro, NC 27408 336.937.9009

Attachment: Kulpa-Ltr-Project Update-Date-11-07-23 (RES-2023-623 : 1350 Eggert Road Rezoning)

Storm Drainage Plan Prepared by Christopher Wood, P.E. of Carmina Wood Design:

- **PURPLE:** Existing path and stair to Eco Park
- **RED:** 2 existing Catch Basins
- **YELLOW:** 7 new Yard Drains in greenspace around the proposed development
- **BLUE:** 7 new Catch Basins in hardscape
- **GREEN:** Proposed Underground Stormwater Detention System under existing driveway



Attachment: Kulpa-Ltr-Project Update-Date-11-07-23 (RES-2023-623 : 1350 Eggert Road Rezoning)

Consistency with Comprehensive Plan:

- Project Site is designated as appropriate for Commercial/Mixed-Use per Figure 6 of the Comprehensive Plan

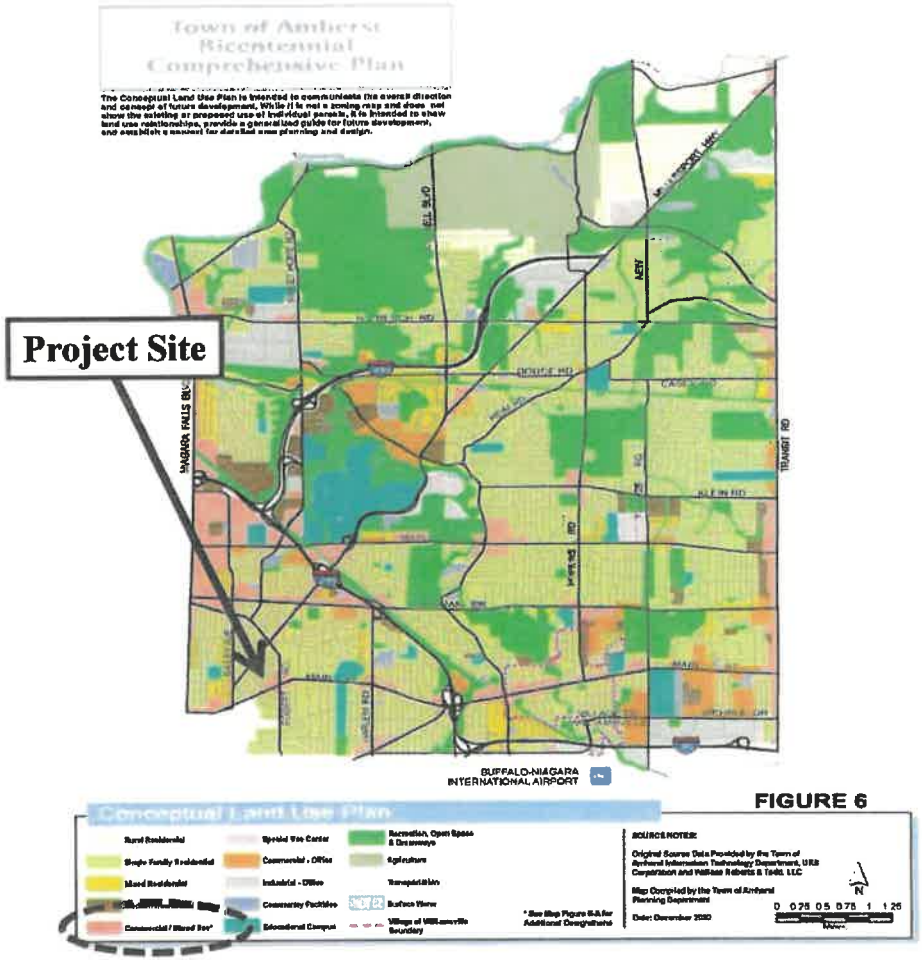
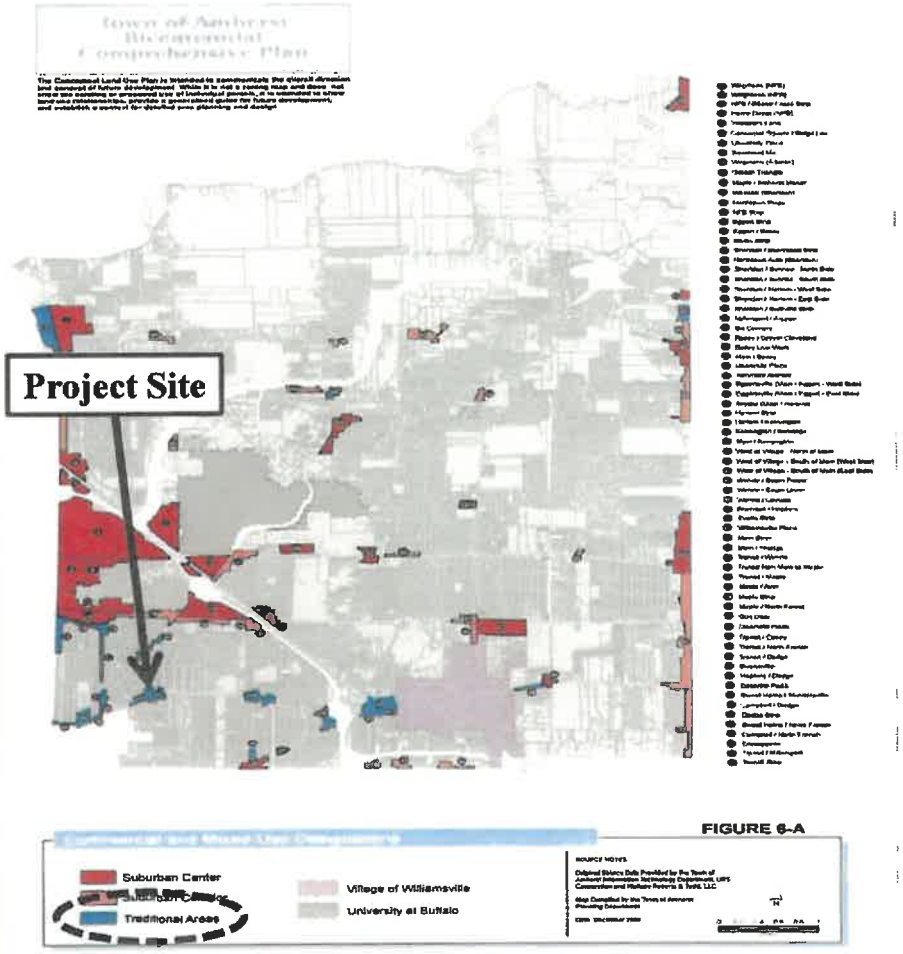


FIGURE 6

Attachment: Kulpa-Ltr-Project Update-Date-11-07-23 (RES-2023-623 : 1350 Eggert Road Rezoning)

Consistency with Comprehensive Plan:

- The Project Site is designated as appropriate for Traditional Area per Figure 6-A of the Comprehensive Plan
- Requested rezoning of the Project Site from OB-TNB-1 to TI-2.5 will accommodate infill redevelopment of a portion of the Project Site
- Traditional Areas described on Pages 3-34 to 3-36 of the Comprehensive Plan
- These areas are likely to experience infill and adaptive reuse of existing structures on developed parcels with a more compact building pattern.



Attachment: Kulpa-Ltr-Project Update-Date-11-07-23 (RES-2023-623 : 1350 Eggert Road Rezoning)

Q&A

EXHIBIT F

Attachment: Kulpa-Ltr-Project Update-Date-11-07-23 (RES-2023-623 : 1350 Eggert Road Rezoning)

Sign - In Sheet

Please Print

11/2/23

		Name	Address	Email
1.	*	Ray + Judy Volpe	302 CROSBY BLVD	LIBERTAI37@gmai
		Sheila Neff	80 Rosedale Blvd.	misdog@hotmai
		Kathy DeSpirt	33 Rosedale Blvd	Kdespirt@verizon
		Charlie + Donna Collins	237 Crosby Blvd	dcollins@
		Doug Harbison	101 Garden Court	dougeharbison@
		Jessica Kerr	22 Olney drive	Jessicamkerr@yah
		ROB LALLY	36 ROSEDALE BLVD	RPLALLY@GMAIL.C
		April & Robert Kohles	249 Crosby Blvd	arkohles@peoplepc.com
		Cey + Kathy Young	1405 Edgerton	cdyoung1405@
		Janice Colvin	49 Olney Dr.	Janicecolvin@gmail.com
		Patrick Wirth	49 Olney Dr.	Patrickewirth@gmail.com
		Julie Colvin	49 Olney Dr	Julie Colvin a gmail.
		Tracie + Chris Cloutier	324 Crosby Blvd	chris.cloutier8@8
		Katy Duggan	62 Garland Dr	kduggan haas@gma

* Copy of Need drawings, ~~HUNTER~~ + TRAFFIC STUDIES

Attachment: Kulpa-Ltr-Project Update-Date-11-07-23 (RES-2023-623 : 1350 Eggert Road Rezoning)

Sign - In Sheet

Please print

Name	Address	Email
Pam Sander	34 Olney Dr.	sanderpamela88@gmail.
John Sander	34 Olney Dr	John Sander 7819@outlook.
Jeff Walker	23 Olney Dr Vet	JSWalkmnn@aol.com

Attachment: Kulpa-Ltr-Project Update-Date-11-07-23 (RES-2023-623 : 1350 Eggert Road Rezoning)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 28367 **RESOLUTION 2023-1007** **ADOPTED**

SEQR Determination (420 New Road, Z-2023-08)

RESOLVED, that pursuant to 6NYCRR Part 617 of the State Environmental Quality Review Act (SEQRA) and Town Code Chapter 104, as amended, the Town Board is deemed the Lead Agency for those actions which it has sole discretionary power, including but not limited to rezoning decisions and adoptions of local laws, and be it further

RESOLVED, that this Town Board as SEQR Lead Agency has reviewed a request for a rezoning at 420 New Road and has identified the areas of environmental concern, thoroughly analyzed them for significant adverse impact, including any concerns and/or recommendations from other agencies, and be it further

RESOLVED, that the requirements of SEQR are now complete therefore this Town Board issues the attached Negative Declaration as its determination of environmental significance, for the subject action.

12/18/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Attachment: Z-2023-08_TB_neg dec 121823 (RES-2023-1007 : SEQR Determination - 420 New Road, Z-2023-08)

MAKE COPY
D R A F T (12/18/23)

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Town Board

Project: Z-2023-08

Address: 5583 Main Street
Williamsville, NY 14221
(716) 631-7051

Date:

This notice is issued pursuant to Part 617 and Local Law #3-82, as amended, of the implementing regulations pertaining to Article 8 (State Environmental Quality Review) of the Environmental Conservation Law.

The Lead Agency has determined that the proposed action described below will not have a significant adverse effect on the environment.

Title of Action: Rezoning Request.

SEQR Status: Unlisted action.

Description of Action: Rezoning of 0.17± acres of land from Suburban Agriculture (SA) to Residential District Three (R-3) to allow for the utilization of the dimensional standards of the R-3 District in order to facilitate a split of the parcel into 3 separate lots. Each lot as proposed will consist of a single-family residential home and meet the dimensional standard of the district.

Location: 420 New Road, Town of Amherst, Erie County, New York

Petitioner: Joseph Rubino

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Full Environmental Assessment Form (EAF) - Part 1, a complete rezoning application, and concept plan, a preliminary staff analysis was undertaken. Based on the results of the EAF Part 2 and compared to the criteria listed in Section 617.7, all indications are that the proposed rezoning of 0.17± acres of land from Suburban Agriculture (SA) to Residential District 3 (R-3) for the future subdivision of the subject property for the construction of 2 additional single family homes, will not have a significant impact on the environment, as follows:

1. The project is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems. The Town Engineering Department on August 30, 2023 reviewed the application and EAF submitted on August 16, 2023, the Geotechnical Engineering Report prepared by Barron & Associates, P.C. submitted on September 11, 2023 and had no objection or comments on the proposed rezoning.

2. The project will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources. A tree removal permit shall be required of the applicant upon submittal of a building permit application for any future development of the site at which stage the tree removal permit will be reviewed by the Building Department and the Town Landscape Architect.

3. The project is not expected to create any material conflict with the Town Comprehensive Plan. The project will comply with all regulations of the Town Zoning Ordinance before future building permits are issued. The Town Building Department on August 22, 2023 reviewed the application and EAF submitted on August 16, 2023, and has no objection or comments on the proposed rezoning.

4. The project is not within an area identified by the State as potentially containing significant cultural or archeological resources, nor will it impair the character or quality of important historical resources.

5. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The subject request is for rezoning from Suburban Agriculture (SA) to Residential District 3 (R-3). Neighboring uses are single family detached residential on the north zoned SA, single family detached residential to the south and west zoned R-3, and single-family attached residential to the west zoned Multi-Family Residential District 5 (MFR-5); therefore, the project is consistent with surrounding land use.

Attachment: Z-2023-08_TB_neg dec 121823 (RES-2023-1007 : SEQR Determination - 420 New Road, Z-2023-08)

6. The proposed rezoning to Residential District 3 (R-3) for a proposed future potential subdivision of the lot and construction of single family detached homes will not cause a major change in the use of either the quantity or type of energy.

7. The rezoning to Residential District 3 (R-3) for the proposed future potential subdivision of the lot and construction of single family detached homes will not create any hazard to human health. The Fire Chief's Association on August 28, 2023, has reviewed the rezoning request and supporting documentation and has no objection to or adverse comments on the proposed rezoning.

8. The rezoning to Residential District 3 (R-3) will not cause a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses. The proposed future potential subdivision of the lot and construction of single family detached homes will be consistent with the scale of surrounding land uses.

9. The rezoning to Residential District 3 (R-3) for the proposed future potential subdivision of the lot and construction of single family detached homes will not significantly increase the number of people using the site over its previous level of use.

10. Review by the Town Traffic/Safety Board on August 18, 2023**,** indicates that significant negative traffic impacts are not expected to result from the proposed project.

11. Coordinated reviews of the project have been undertaken by other Town Departments including**,** Assessor on August 22, 2023, and Right-of-Way Agent on August 21, 2023 along with outside agencies including Williamsville Central School District on August 22, 2023 and New York State Department of Environmental Conservation on September 8, 2023. These reviews have not identified any significant environmental issues and indicate that the proposal will not have a significant damaging impact on the environment.

12. Issues not specifically mentioned above and/or those not specifically reviewed were not raised by Town departments, outside agencies or the public and are not determined to be causing significant negative environmental impacts.

Attachment: Z-2023-08_TB_neg dec 121823 (RES-2023-1007 : SEQR Determination - 420 New Road, Z-2023-08)

_____ _____
Signature & title of preparer date

_____ _____
Brian J. Kulpa, Supervisor date

SM/ac
X:\Current_Planning\Files\Rezonings\2023\Z-2023-08_(420_New_Rd)_2023\Z-2023-08_TB_neg dec 121823.docx
cc: Amherst Town Clerk
Amherst Building Department
ECDEP
Joseph Rubino

Attachment: Z-2023-08_TB_neg dec 121823 (RES-2023-1007 : SEQR Determination - 420 New Road, Z-2023-08)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 28262 **RESOLUTION 2023-956** **ADOPTED**

Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR are complete, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of October 19, 2023 that the proposed Suburban Residential District 3 (R-3) zoning at 420 New Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#_____) to amend the Town Zoning map.

12/4/2023
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 8:48 PM.

Joseph Rubino presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the December 18th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 8:54 PM.

12/18/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Amherst

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Daniel J. Ulatowski, A
Assistant Planning Dir

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))

Town Board Agenda of December 4, 2023

November 28, 2023

The Honorable Town Board
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Subject: Request to rezone 1.09± acres of land from SA to R-3, Z-2023-08; property located at 420 New Road. Joseph Rubino, Petitioner. (Z-2023-08)

Honorable Members:

The subject property is a 0.17 ± acre rectangular parcel located on the Northwest corner of New Road and Autumn Meadows Lane, approximately 0.4 miles south of the intersection of New Road and Smith Road. An existing 1,650± sq. ft. single-family residential home is located on the northern portion of the property with a detached garage. The rest of the property is lawn area with scattered trees. For information on the surrounding zoning and land use, please refer to the attached sketch.

The purpose of this request is to utilize the dimensional standards of the R-3 District in order to facilitate a split of the parcel into 3 separate lots. Each lot as proposed will consist of a single-family residential home and meet the dimensional standard of the district.

There is no history of any previous rezoning requests or site plan approvals for the subject property.

The Planning Board offers the following findings consistent with Section 8-3 of the Zoning Ordinance.

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

The proposed rezoning seeks to benefit from a change in dimensional standards while keeping the use of the land unchanged. Figure 6 of the Bicentennial Comprehensive Plan shows this parcel and the surrounding properties as appropriate for "single Family Residential" land use. As presented, the applicant is seeking to utilize the land for the construction of single-family residential homes and therefore the request is consistent with the objectives and policies of the Comprehensive Plan.

Honorable Town Board

Rezone land from SA to R-3; property located at 420 New Road. Agenda of December 4, 2023

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

The intent of the R-3 District is "to provide areas within the Town for low-density single-family detached residential development where each dwelling unit shall be located on an individual lot of at least 8,450 square feet." The concept plan shows the division of the existing lot into three (3) lots. The existing single family home will be retained on one lot. The other two lots will be developed as single family homes. Therefore, the proposed rezoning request is consistent with the applicable section of the Zoning Ordinance.

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

The properties to the west and south are zoned R-3 and are single family homes on individual lots. The property to the north is zoned Suburban Agriculture (SA) and is an existing single-family home. The property to the east is zoned MFR-5 and is the Charlesgate Village development which is comprised of single family attached residential development. The proposed rezoning and future development of the site as single-family residential lots will be compatible with the surrounding zoning and development.

ADEQUATE SERVICES AND UTILITIES

All services and utilities necessary for the proposed rezoning are available and adequate at the subject location. This is an Unlisted action pursuant to 6 NYCCR §617.7.

RECOMMENDATION

The Planning Board at their meeting of October 19, 2023 held a public hearing on the subject rezoning request and recommended that the Town Board find that pursuant to Local Law #3-82, as amended, the requirements of SEQR have been completed and that the subject request will not have a significant adverse effect on the environment. The Planning Board also recommended that the subject rezoning request be approved.

The Planning Department requests that if the Town Board desires to act on the rezoning request, that a decision date be established after the public hearing so that the Planning Department can prepare a determination of environmental significance pursuant to SEQR, and prepare a resolution for the Town Board's consideration.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/TV/ac
Att.
X:\Current_Planning\Files\Rezonings\2023\Z-2023-08_(420_New_Rd)_2023\Z-2023-08_TB_letter_120423.docx
cc: Martin Polowy, Town Attorney

Planning Board Approval: October 19, 2023
Ayes 6, Noes 0; Absent 1

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2023-08

PETITIONER

Joseph Rubino
5462 Sheridan Drive, Suite 1
Williamsville, NY 14221

PROPERTY LOCATION

420 New Road

WHEREAS the Town of Amherst Planning Board on Thursday, October 19, 2023 held a public hearing on the proposed rezoning of land from Suburban Agriculture (SA) district to Residential District Three (R-3) district, and

WHEREAS the Planning Board has reviewed plans and other materials regarding the rezoning proposal, and

WHEREAS the materials and plans have been referred to the Town's various review agencies, and

WHEREAS in accordance with Section 8-3-5 of the Zoning Ordinance the Planning Board finds that:

A. The proposed zoning and development plan is generally consistent with the policies of the Comprehensive Plan and the Zoning Ordinance.

B. The proposal is consistent with the Conceptual Land Use Plan which shows "Single Family Residential" land use in this area of the Town.

B. There are adequate services and utilities available or proposed to be made available in the construction of the development.

C. The proposal is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.

D. The subject property is not suitable for uses permitted by the current versus the proposed district.

E. The proposed change tends to improve the balance of uses, or meet a specific demand in the Town.

F. Review by the US Army Corps of Engineers under Section 404 of the Clean Water Act is not required as the parcel is developed and is maintained as lawn and associated residential landscaping.

WHEREAS pursuant to Local Law #3-82, as amended, the Planning Board recommends that the Town Board determine that the requirements of SEQR are complete and that the subject proposal is not expected to have a significant adverse effect on the environment.

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2023-08

PETITIONER	PROPERTY LOCATION
Joseph Rubino	420 New Road

NOW THEREFORE BE IT RESOLVED that the Planning Board recommends to the Town Board in accordance with Section 8-3-4 of the Zoning Ordinance, that the rezoning request be approved.

The foregoing resolution was adopted by the Town of Amherst Planning Board, October 19, 2023; moved by Penberthy; seconded by Chmeil; ayes 6, noes 0; absent 1 (Raffaele).

Robert J. Gilmour, Planning Board Chair

10-26-2023
Date

TV/ac
X:\Current_Planning\Files\Rezonings\2023\Z-2023-08_(420_New_Rd)_2023\Z-2023-08_resolution_101923.doc
Cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
Joseph Rubino, 5462 Sheridan Dr., Suite 1, Williamsville, NY 14221

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Rezoning

For Official Use

File #: _____ **Acreage** _____ **Fee $** _____

Address Verified by Assessor's Office _____ VERIFIED BY DATE

Application Received by Planning Department _____ ACCEPTED BY DATE

Materials Checked by Zoning Enforcement Officer _____ CHECKED BY DATE

Materials & Fee Paid to Town Clerk _____ ACCEPTED BY DATE

		Fill In Applicable Fees
2 ACRES OR LESS	**$1,250.**	_____
2 – 20 ACRES **$1,250 + $250/acre or fraction thereof over 2 acres** (fractions of an acre to be counted as 1 acre)		_____
21 – 30 ACRES **$5,700 + $150/acre or fraction thereof over 21 acres** (fractions of an acre to be counted as 1 acre)		_____
OVER 30 ACRES **$6,900 +$75/acre or fraction thereof over 30 acres** (fractions of an acre to be counted as 1 acre)		_____
Request for Relief of / Change to Conditions of Zoning Approval	**$1,200.**	_____
AFFIDAVIT FEE FOR PUBLIC HEARING	**$15.**	_____
	TOTAL FEE:	**$**_____

Town of Amherst Planning Department 5583 Main Street Williamsville New York 14221
(716) 631-7051 Fax (716) 631-7153 Web www.amherst.ny.us

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))

TO BE COMPLETED BY APPLICANT

1. **Petitioner:**

Name: Joseph Rubino

Address: 5462 Sheridan Drive Suite 1

Williamsville (City) NY (State) 14221 (Zip Code)

Phone: 716-983-1155 Fax

E Mail: josephrubino@howardhanna.com

2. **The undersigned hereby petitions the Honorable Town Board to rezone the following described property:**

From: SA District

To: R3 District

3. **Street address of land to be rezoned:** (must be verified by Town Assessor's Office)

420 New Road

SBL #: 28.06-1-55.11

4. **Area of land to be rezoned** (in acres): 1.09

5. **Owner of Land:**

Name: Joseph Rubino

Address: 5462 Sheridan Dr. Suite 1

Williamsville (City) NY (State) 14221 (Zip Code)

Phone:

6. **Representative** (Architect, Engineer, Landscape Architect, Surveyor or Attorney):

Name: Joseph Rubino

Address:

City State Zip Code

Phone: Fax

E Mail:

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))

7. Petitioner's interest in property

_____ Option to purchase
__✓__ Owner
_____ Other (explain) _____

8. The following are all others having an interest in this application and join herein with the petitioner named above: (describe extent of interest; attach sheets as needed)

N/A

9. Attach Survey and Legal description of land to be rezoned. The Survey must be prepared by a New York State Licensed Land Surveyor.

10. Said property has the following deed restrictions or covenants: (attach copy)

Liber _____ Page _____

11. Information on proposed project:

A. Description of the character of the proposed development: Existing house located on the 420 New Road Parcel. Parcel is on the corner of Autumn Meadows Lane. Petitioner would like to create two additional building lots.

B. Rationale for rezoning request:

1. Why was this site chosen? This site has sufficient area and frontage to create two additional building lots.

2. Why cannot land be used with the existing zoning? The existing zoning requires larger lot sizes.

3. How will this rezoning impact surrounding properties? Will have no impact. The surrounding neighborhoods are mostly R3 zoning

4. How will this rezoning impact the school system? No Impact

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))

12. Quantitative Data:

A. Total # of dwelling units 2

B. Distribution of dwelling units by type 2 single family homes

C. Gross Residential Density per acre .36

D. Total amount of Open Space 0

E. Proposed Non-Residential Floor Area 0

13. Development Schedule:

Start 12/2023

Finish 12/2024

Stages (# of) 1

14. If any portion of the proposed development is planned to be sold or leased, please describe:

The existing home is to be re sold and 2 new homes will be built and sold.

15. Open Space ownership and maintenance provisions (if applicable):

N/A

16. Basis for Findings (Sec. 8-3-5 of the Town Zoning Code) (Attach sheets and supplemental materials as necessary.)

A. **The proposed zoning and development plan must be generally consistent with the policies of the Comprehensive Plan and the Town Zoning Ordinance.**

1. State in detail why the proposed zoning is consistent with the adopted Town of Amherst Bicentennial Comprehensive Plan. Cite specific sections, maps, and/or figures in the Plan that support the proposed zoning at this location (The Comprehensive Plan document is available at the Planning Department, Town Clerk's Office, Amherst libraries, or at www.amherst.ny.us). Add sheets as needed.

Consistant with figure 6
shows single family homes

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))

2. Pursuant to NYS Town Law Section 272a(11), "All Town land use regulations must be in accordance with a comprehensive plan adopted pursuant to this Section." The Amherst Town Board adopted the Bicentennial Comprehensive Plan pursuant to NYS Town Law 272 on January 2, 2007. If the rezoning is approved, the Town Board may require the Plan to be amended, as applicable.

   Cite all text, maps, or figures that must be amended to support the proposed zoning at this location (attach pages as necessary) and provide detailed suggested amendments.

3. State why the proposed zoning is consistent with intent and objectives (Sec. 1-2-2) of the Zoning Ordinance: The Lots will meet the R3 District requirements

B. Adequate Services and Utilities are available or are proposed to be made available with the construction of the development:

1. Sanitary Sewer Available
2. Storm Sewer/Drainage Available
3. Water Available
4. Other gas & electric are Available

C. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:
Single family homes will be Consistant with Surrounding neighborhood

D. Suitability of the subject property for uses permitted by the current versus the proposed district: Consistant with Surrounding single family homes

E. Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the Town:
There is a high demand for single family housing in the Town of Amherst

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))

17. The petitioner encloses herewith the sum of $_____ to pay the fee, and consents to the placement of a sign(s) at the described location identifying this request for a period of time to be determined by the Town Clerk.

18. The undersigned certifies that all information required to be disclosed pursuant to Section 809 of the General Municipal Law (see below) is as follows:

The undersigned swears or affirms that all statements made herein are true, that all drawings submitted correctly show the situation involved in this petition.

Joseph Rubino — Joanne B. Shubert

Signature of Petitioner

Subscribed and sworn to before me this 15 *day of* August, 2023

Notary Public, Erie County, New York Joseph Rubino

appeared before me + Signed

JOANNE B. SHUBERT
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 4-30-20

N.Y.S. General Municipal Law - Section 809 Disclosure in certain applications:

1. Every application, petition or request submitted for a variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license or permit, pursuant to the provision of any ordinance, local law, rule or regulation constituting the zoning and planning regulations of a municipality shall state the name, residence and the nature and extent of the interest of any state office or any office or employee of such municipality or of a municipality of which such municipality is a part, in the person, partnership or association making such application, petition or request (hereinafter called the applicant) to the extent known to such applicant.

2. For the purpose of this section an officer or employee shall be deemed to have an interest in the applicant when he, his spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them

(a) is the applicant, or
(b) is an officer, director, partner or employee of the applicant, or
(c) legally or beneficially owns or controls stock of a corporate applicant or is a member of a partnership or association applicant, or
(d) is a party to an agreement with such an applicant, express or implied, whereby he may receive any payment or other benefit, whether or not for services rendered, dependent or contingent upon the favorable approval of such applicant, petition or request.

3. In the county of Nassau the provisions of subdivisions one and two of this section shall also apply to a party officer. "Party Officer" shall mean any person holding any position or office, whether by election, appointment or otherwise, in any party as defined by subdivision four or section two of the election law.

4. Ownership of less than five per cent of the stock of a corporation whose stock is listed on the New York or American Stock Exchanges shall not constitute an interest for the purposes of this section.

5. A person who knowingly and intentionally violates this section shall be guilty of a misdemeanor.

Town of Amherst Planning Department 5583 Main Street Williamsville New York 14221
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Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: 420 New Road (subdivide)		
Project Location (describe, and attach a general location map): 420 New Road		
Brief Description of Proposed Action (include purpose or need): 420 New Road has a 3 bedroom home on an acre lot on the Northwest corner of New Road and Autumn Meadows Lane. Applicant would like to create two additional building lots. The home at 420 New Road will have a new lot size of 90' frontage by 150' depth. Lot 1 will have 107.21' frontage on New Road and 150' frontage on Autumn Meadows Lane. Lot 2 will have 90' frontage on Autumn Meadows and 197.21 In depth. Applicant is requesting the parcel be rezoned from SA to R3.		
Name of Applicant/Sponsor: Joseph Rubino	Telephone: 716-983-1155 E-Mail: josephrubino@howardhanna.com	
Address: 5462 Sheridan Dr Suite 1		
City/PO: Williamsville	State: NY	Zip Code: 14221
Project Contact (if not same as sponsor; give name and title/role):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))

B. Government Approvals

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

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes☐No	TB rezoning	
b. City, Town or Village Planning Board or Commission ☑Yes☐No	PB recommendation on rezoning	
c. City, Town or Village Zoning Board of Appeals ☐Yes☑No		
d. Other local agencies ☐Yes☑No		
e. County agencies ☑Yes☐No	239 M referral	
f. Regional agencies ☐Yes☑No		
g. State agencies ☐Yes☑No		
h. Federal agencies ☐Yes☑No		

i. Coastal Resources.

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

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

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

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

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

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

If Yes, identify the plan(s):

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

If Yes, identify the plan(s):

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))

C.3. Zoning

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

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

c. Is a zoning change requested as part of the proposed action? ☑ Yes ☐ No
If Yes,
i. What is the proposed new zoning for the site? R3

C.4. Existing community services.

a. In what school district is the project site located? Williamsville Central

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

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

d. What parks serve the project site?
Local Amherst Town Parks

D. Project Details

D.1. Proposed and Potential Development

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

b. a. Total acreage of the site of the proposed action? 1.09 acres
b. Total acreage to be physically disturbed? .77 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 1.09 acres

c. Is the proposed action an expansion of an existing project or use? ☑ Yes ☐ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % 66% Units: 2

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

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: 16 months
ii. If Yes:
- Total number of phases anticipated 1
- Anticipated commencement date of phase 1 (including demolition) Jan month 2024 year
- Anticipated completion date of final phase May month 2025 year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases:

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))

f. Does the project include new residential uses? ☑ Yes ☐ No
If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase	2			
At completion of all phases	2			

g. Does the proposed action include new non-residential construction (including expansions)? ☐ Yes ☑ No
If Yes,
i. Total number of structures _____
ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length
iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐ Yes ☑ No
If Yes,
i. Purpose of the impoundment: _____
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify:
_____
iii. If other than water, identify the type of impounded/contained liquids and their source.
_____
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):
_____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐ Yes ☐ No
If Yes:
i. What is the purpose of the excavation or dredging? _____
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.
_____
_____
iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No
If yes, describe. _____
_____
v. What is the total area to be dredged or excavated? _____ acres
vi. What is the maximum area to be worked at any one time? _____ acres
vii. What would be the maximum depth of excavation or dredging? _____ feet
viii. Will the excavation require blasting? ☐ Yes ☐ No
ix. Summarize site reclamation goals and plan: _____
_____
_____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐ Yes ☑ No
If Yes:
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____
_____

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))

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

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

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

- acres of aquatic vegetation proposed to be removed:
- expected acreage of aquatic vegetation remaining after project completion:
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access):
- proposed method of plant removal:
- if chemical/herbicide treatment will be used, specify product(s):

v. Describe any proposed reclamation/mitigation following disturbance:

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

i. Total anticipated water usage/demand per day: 600 +/- gallons/day

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

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

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

- Describe extensions or capacity expansions proposed to serve this project:
- Source(s) of supply for the district:

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

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

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

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

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

i. Total anticipated liquid waste generation per day: _____ gallons/day

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

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

- Name of wastewater treatment plant to be used: Town Of Amherst
- Name of district: Amherst Sewer District
- Does the existing wastewater treatment plant have capacity to serve the project? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))

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

If Yes:

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

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

If Yes:

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

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

_____

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

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

If Yes:

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

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

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

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

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

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

If Yes, identify:

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

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

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

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

If Yes:

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

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

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

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))

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

If Yes:

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

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

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

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

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

If Yes:

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

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

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

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

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

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

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

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

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

If Yes:

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

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

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

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

i. During Construction:

- Monday - Friday: 8-5
- Saturday: 8-5
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))

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

If yes:

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

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

Describe:

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

If yes:

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

standard residential lighting

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

Describe:

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

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

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

If Yes:

i. Product(s) to be stored

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

iii. Generally, describe the proposed storage facilities:

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

If Yes:

i. Describe proposed treatment(s):

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

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

If Yes:

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

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

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

- Construction:
- Operation:

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

- Construction:
- Operation:

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

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

ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	2,000 +/- sf	7,000 +/- sf	5,000 +/- sf
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: Developed lot for single family home	1.09 Acres	1.09 acres	0

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))

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

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

e. Does the project site contain an existing dam? ☐Yes ☑No
If Yes:
i. Dimensions of the dam and impoundment:
- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐Yes ☑No
If Yes:
i. Has the facility been formally closed? ☐Yes ☐ No
- If yes, cite sources/documentation: _____

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

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

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐Yes ☑No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐Yes ☑ No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐Yes ☐No
☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____
☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____
☐ Neither database

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

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐Yes ☐No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))

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

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

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? greater than 8' feet

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

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

Odessa Silt	50% %
Cosad Loamy Fine	50% %
	%

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

e. Drainage status of project site soils:
☐ Well Drained: ____% of site
☐ Moderately Well Drained: ____% of site
☑ Poorly Drained 100 % of site

f. Approximate proportion of proposed action site with slopes:
☑ 0-10%: 100 % of site
☐ 10-15%: ____% of site
☐ 15% or greater: ____% of site

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

h. Surface water features.
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐Yes ☑No
ii. Do any wetlands or other waterbodies adjoin the project site? ☐Yes ☑No
If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☐Yes ☑No
iv. For each identified regulated wetland and waterbody on the project site, provide the following information:
- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐Yes ☑No
If yes, name of impaired water body/bodies and basis for listing as impaired: _____

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

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

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

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

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))

m. Identify the predominant wildlife species that occupy or use the project site:
None known, developed residential lot

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

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

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

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

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

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

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

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

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☑ No
If Yes:
i. CEA name:
ii. Basis for designation:
iii. Designating agency and date:

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))

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

If Yes:

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

ii. Name: _____

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

_____

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

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

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

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

If Yes:

i. Identify resource: _____

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

iii. Distance between project and resource: _____ miles.

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

If Yes:

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

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

F. Additional Information

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

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

G. Verification

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

Applicant/Sponsor Name Joseph Rubino Date 8/08/2023

Signature _____ Title Property Owner

PRINT FORM

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))

TOWN OF AMHERST
State Environmental Quality Review
ENVIRONMENTAL ASSESSMENT FORM
-- ADDENDUM --

1. For each applicable category of proposed new structures, including additions to existing structures, provide the following information for all soil types on the project site (*according to Soil Survey of Erie County, NY; Table 11, Building Site Development, pp 294-305):*

Soil Name	Shallow excavations	Dwellings without basements	Dwellings with basements	Small commercial buildings	Local roads and streets
Odessa			Severe		
Cosad loamy fine Sand			Severe		

2. If the Soil survey indicates either "severe" or "moderate" suitability for the proposed types of construction, a geotechnical and hydrological analysis based on one test per 3.5 acres of project area must be provided (per Town Board resolution, 3/17/03, amended 6/16/03).

_____ Geotechnical report attached _____ Not applicable

3. Is your property located: On Youngs Road between Dodge and Klein Roads? ☐ Yes ☒ No
On Wehrle Dr. between Spindrift Dr. and Oakwood Rd? ☐ Yes ☒ No

If so, the property may be within an area of the Town that is affected by a moratorium on connections to the sanitary sewer system.

4. Are there alternative locations on the site for this project? ☐ Yes ☒ No

5. Location and size of real property owned by petitioner within one (1) mile of subject proposal:
No

6. Are you aware of current or future plans or intentions by others in the Town of Amherst to develop property within 1000± ft. of the present project request: ☐ Yes ☒ No

Describe_____

(Potential environmental impacts from adjacent or nearby projects undergoing the approval process will receive a coordinated environmental review to determine cumulative effects on common receivers (e.g. traffic and drainage corridors) and other relevant environmental concerns.)

7. Maximum number of vehicular trips to be generated per peak hour upon completion of project 4
Source: _____

8. Will blasting occur during construction? ☐ Yes ☒ No

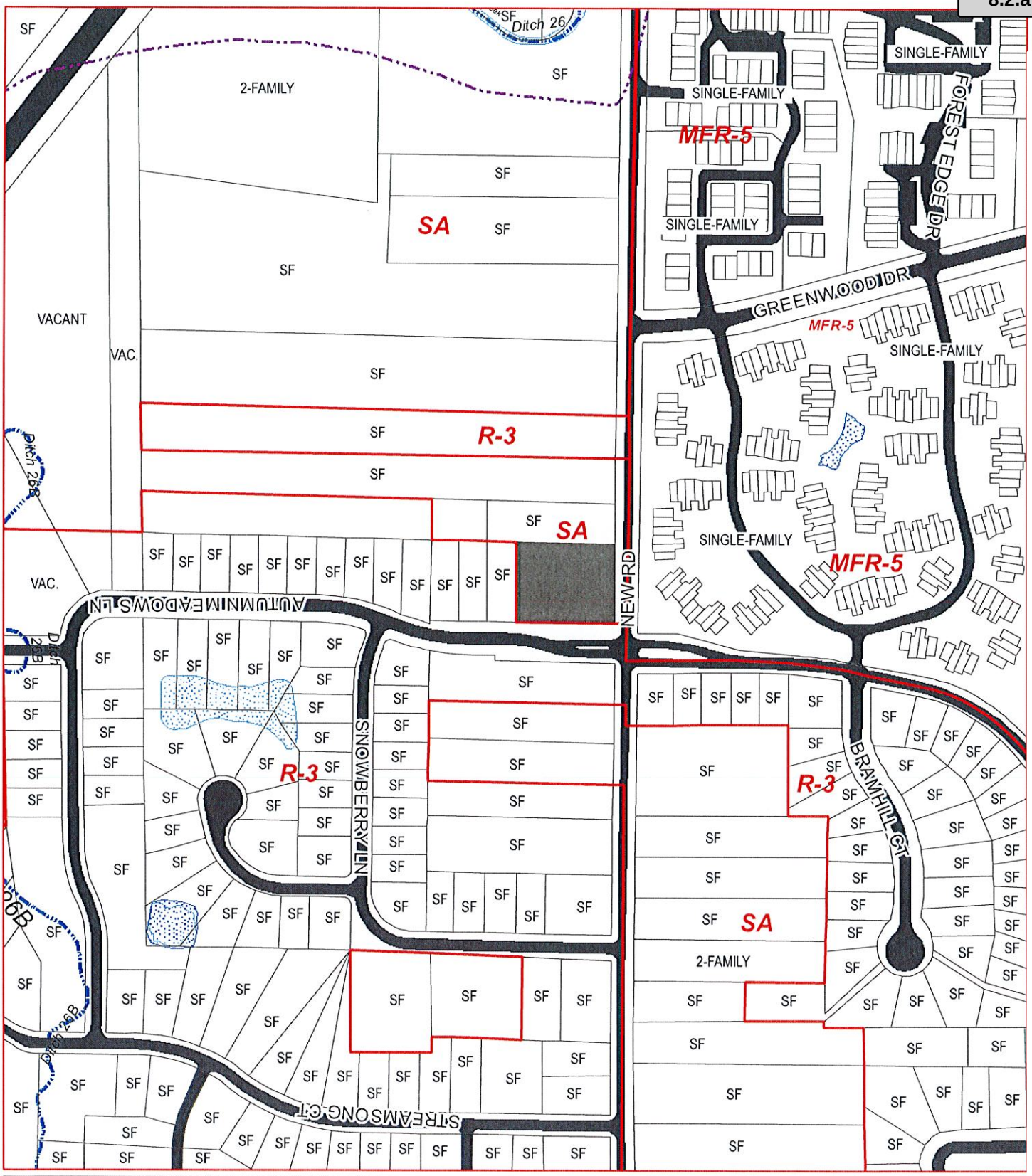
9. Does the project propose to connect and be tributary to the public sanitary sewer system? ☒ Yes ☐ No

10. Proposed net additional gallons per day (gpd) of sanitary sewer discharge upon completion of project:
600 average flow 2,400 peak flow.

(Average flows of 2,500 gpd or greater will require an Engineer's Report that includes a detailed downstream sewer capacity analysis and the identification of and commitment to required I/I offset work during peak wastewater flow conditions.)

11. Based on the Town's *2011 Reconnaissance Level Survey of Historic Resources,* is your property 'blue-rated' for historic significance? ☐ Yes ☒ No

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))



Z-2023-08

Request to Rezone 1.09+/- AC of Land from SA to R-3
Property Located at 420 New Road

Joseph Rubino, Petitioner

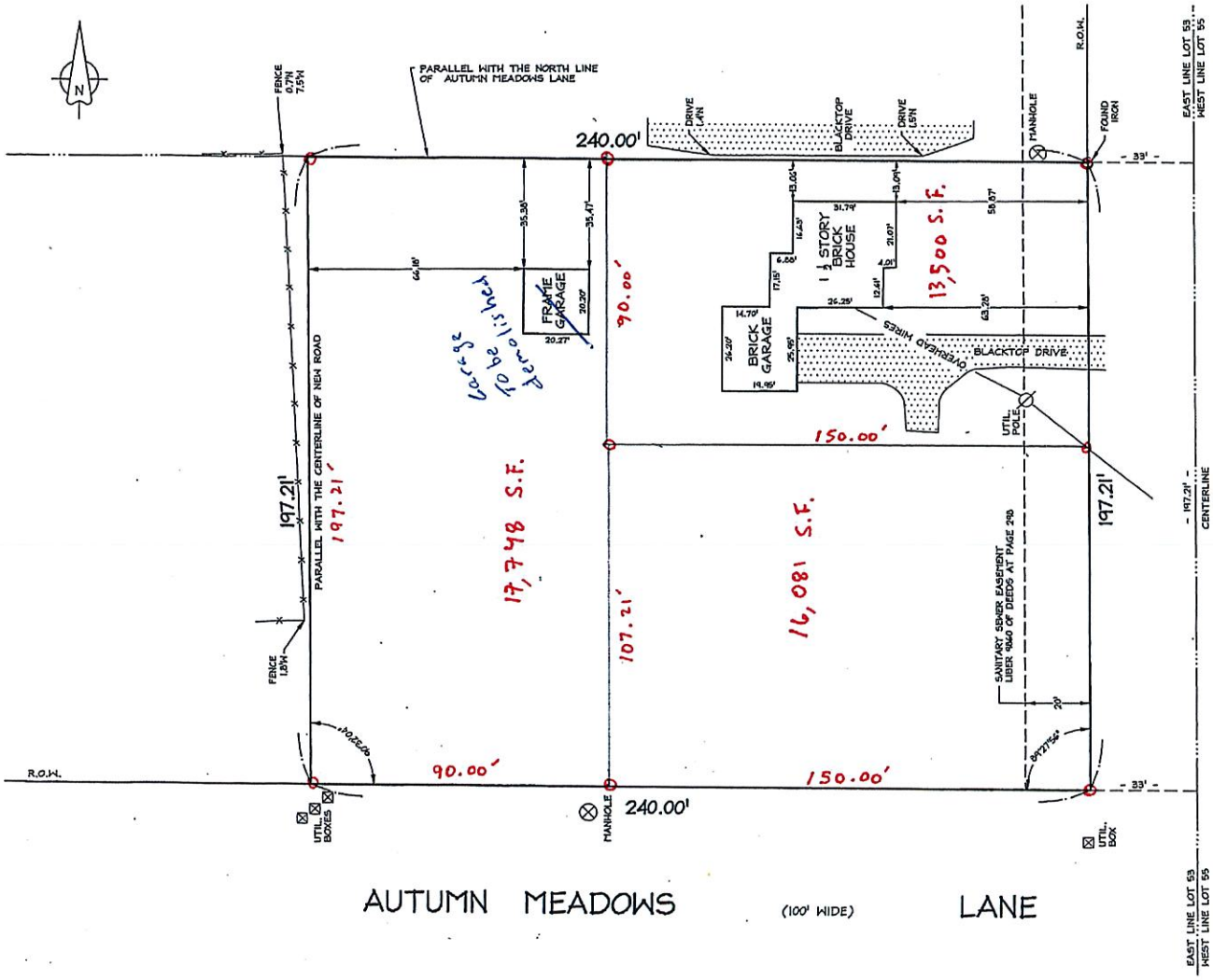
October 19, 2023

420 New Road

Floodway Boundary

Prepared by the Town of Amherst Planning Department

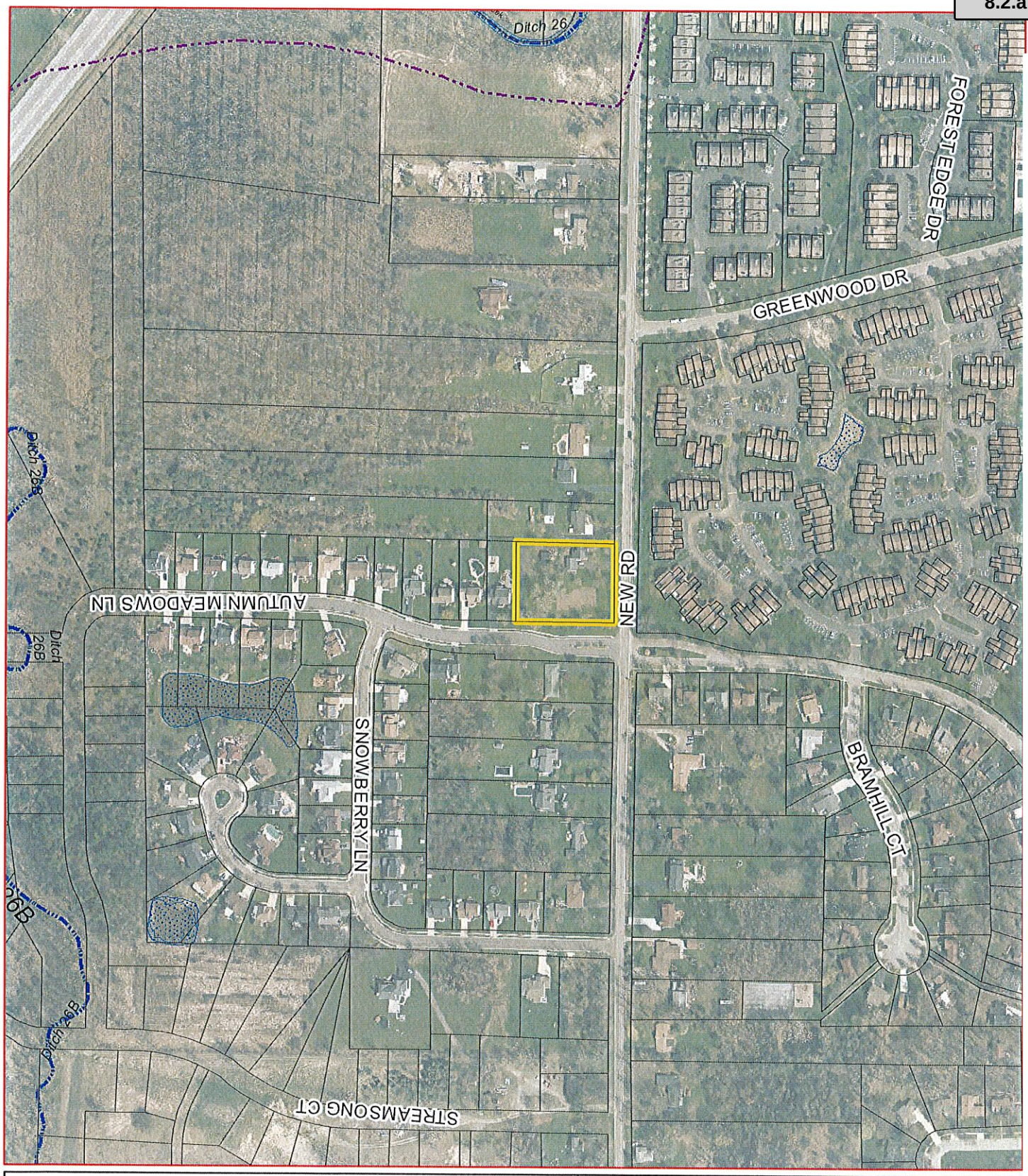
Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))



CONCEPT PLAN

Z-2023-08
420 New Road

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))



Z-2023-08

Request to Rezone 1.09+/- AC of Land from SA to R-3
Property Located at 420 New Road

Joseph Rubino, Petitioner

October 19, 2023

420 New Road

Floodway Boundary

Prepared by the Town of Amherst Planning Department

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))

Amherst

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

November 15, 2023

James A. Boglioli, Esq.
Benderson Development Company, LLC
570 Delaware Avenue
Buffalo, New York 14202

SUBJECT:	Rezoning Application Review	**Z-2023-09**
	Request:	Rezone 0.82± Acres of land from RD to GI
	Property located at:	**6000-6020 North Bailey Avenue** (portion)
	Application received:	October 11, 2023

Dear Mr. Boglioli,

Please consider the following comments:

1. Please complete the Full Environmental Assessment Form which may be accessed via https://gisservices.dec.ny.gov/eafmapper/ for the proposed request.

2. Complete the attached Town of Amherst Addendum to the EAF. For rezoning actions a geotechnical report is not applicable.

3. Note that any other SEQR-related issues raised during the review process for this rezoning must be addressed prior to action by the Planning Board.

4. Provide an 8½ " x 11" reduction of any revised concept plan **and an electronic version** of any revised plans or information submitted for review.

This is a review only and does not constitute approval of the Rezoning Request. Should you have questions regarding this correspondence, please contact Scott A. Marshall, Principal Planner at smarshall@amherst.ny.us.

Very truly yours,

for Daniel C. Howard, AICP
Planning Director

DH/SM/ac
X:\Current_Planning\Files\Rezonings\2023\Z-2023-09_(6000-6020_N_Bailey_Ave)_2023\Z-2023-09_Pln_Dpt_Rvw_11152023.doc

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))

Amherst

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulpa
Supervisor
Daniel C. Howard, AI
Planning Director
Daniel J. Ulatowski, Al
Assistant Planning Dire

RECEIVED
OCT 18 2023
TOWN OF AMHERST
PLANNING DEPT.

TOWN OF AMHERST
ENGINEERING
DEPARTMENT
2023 SEP 13 PM 1:54

MEMORANDUM September 12, 2023

TO: Tim Koller, Deputy Town Clerk
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberhold, Assistant Town Engineer

FROM: Scott Marshall, Principal Planner SM

SUBJECT: REQUEST TO REZONE 1.09± ACRES OF LAND FROM **SA** TO **R-3, Z-2023-08**; PROPERTY LOCATED AT **420 NEW ROAD**. JOSEPH RUBINO, PETITIONER.

GEOTECHNICAL REPORT:
Received September 11, 2023

REVIEW:

Do you agree with all statements made in report? Yes.

If you do not, briefly state why: _____

_____.

General comments relative to your agency interests: NA

_____.

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

_____

_____

_____.

Please call the Planning Department if additional information is required (631-7051).

Signature: _____ **Date:** 9/29/23

SM/TV/ac
X:\Current_Planning\Files\Rezonings\2023\Z-2023-08_(420_New_Rd)_2023\Z-2023-08_Rev_Transmittal_091223.doc
cc: Jeff Burroughs, Town Engineer
Joseph Rubino, 5462 Sheridan Dr., Suite 1, Williamsville, NY 14221

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))

Amherst

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulpa
Supervisor
Daniel C. Howard, AI(
Planning Director
Daniel J. Ulatowski, AI
Assistant Planning Dire(

MEMORANDUM September 12, 2023

TO: Tim Koller, Deputy Town Clerk
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberhold, Assistant Town Engineer

FROM: Scott Marshall, Principal Planner TV

SUBJECT: REQUEST TO REZONE 1.09± ACRES OF LAND FROM **SA** TO **R-3, Z-2023-08**; PROPERTY LOCATED AT **420 NEW ROAD**. JOSEPH RUBINO, PETITIONER.

GEOTECHNICAL REPORT:
Received September 11, 2023

REVIEW:

Do you agree with all statements made in report? report received and filed.

If you do not, briefly state why: _____

_____.

General comments relative to your agency interests: _____

_____.

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

_____

_____

_____.

Please call the Planning Department if additional information is required (631-7051).

Signature: Doug Gesel **Date:** 10/11/23

SM/TV/ac
X:\Current_Planning\Files\Rezonings\2023\Z-2023-08_(420_New_Rd)_2023\Z-2023-08_Rev_Transmittal_091223.doc
cc: Jeff Burroughs, Town Engineer
Joseph Rubino, 5462 Sheridan Dr., Suite 1, Williamsville, NY 14221

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 9
700 Delaware Avenue, Buffalo, NY 14209
P: (716) 851-7165 I F: (716) 851-7168
www.dec.ny.gov

SENT VIA EMAIL

September 8, 2023

Daniel Ulatowski
Town of Amherst Planning Department
5583 Main Street
Williamsville, New York

Dear Daniel Ulatowski:

SEQR Lead Agency Designation
420 New Road - Rezone
Town of Amherst, Erie County

This is to acknowledge receipt of your notice, dated August 17, 2023, which requested State Environmental Quality Review Act (SEQR) Lead Agency status for the above-noted project. The New York State Department of Environmental Conservation (NYSDEC) concurs that the Town of Amherst should act as SEQR Lead Agency. However please be aware of the following:

If project activities will involve land disturbance of 1 acre or more, the project sponsor, owner or operator is required to obtain a State Pollutant Discharge Elimination System General Permit for Stormwater Discharges from Construction Activity (GP-0-20-001). This General Permit requires the project sponsor, owner or operator to control stormwater runoff according to a Stormwater Pollution Prevention Plan (SWPPP), which is to be prepared prior to filing a Notice of Intent (NOI) and prior to commencement of the project. More information on General Permit GP-0-20-001, as well as information on how to electronically submit the eNOI form, is available on the NYSDEC's website at www.dec.ny.gov/chemical/43133.html. Information on permitting requirements and preparation of a necessary Stormwater Pollution Prevention Plan (SWPPP) is available on the NYSDEC's website at www.dec.ny.gov/chemical/8468.html.

The Town of Amherst is designated as an MS4 community. The project sponsor, owner or operator of a construction activity that is subject to the requirements of regulated, traditional land use control MS4 shall have their SWPPP reviewed and accepted by the MS4 community. The "MS4 SWPPP Acceptance" form must be signed by the principal executive officer or ranking elected official from the MS4 community, or by a duly authorized representative of that person, and submitted along with the eNOI to receive NYSDEC approval before construction commences.

NEW YORK STATE | Department of Environmental Conservation

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))

Town of Amherst – 420 New Road
SEQR Lead Agency Coordination

If you have any questions, please feel free to contact Kris Carlson at 716/851-7165 or kristine.carlson@dec.ny.gov .

Sincerely,

David S. Denk

David S. Denk
Regional Permit Administrator

Ecc: Scott Marshall, Town of Amherst
Joseph Rubino, Howard Hanna

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))

TOWN OF AMHERST
ASSESSOR'S OFFICE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE: 716-631-7038

Emily A. Murphy
Assessor
emurphy@amherst.ny.us

MEMORANDUM

TO: Daniel Ulatowski, AICP, Associate Planning Director
Douglas Gesel, Supervising Code Enforcement Officer
Jeff Burroughs, Town Engineer
Scott Marshall, Principle Planner

FROM: Bonnie B. Arnold, Real Property Appraiser

DATE: August 22, 2023

SUBJECT: Request to Rezone 1.09±Acres of Land from SA to R-3,,Z-2023-08
Property Location: **420 New Road**
Petitioner: **Joseph Rubino**

Site plan Conditionally Approved as submitted.
If rezone is being done for construction of single family homes w/condo status then Assessors office does not agree

cc: Jospeh Rubino, 5462 Sheridan Dr.,Suite 1, Williamsville, NY 14221

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))

Amherst

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulpa
Supervisor
Daniel C. Howard, AI
Planning Director
Daniel J. Ulatowski, Al
Assistant Planning Dire

RECEIVED
AUG 30 2023
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM August 16, 2023

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
Patrick Lucey, Superintendent of Hwys/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville Central School District
NYS Office of Parks, Recreation & Historic Preservation
ECDPW

RECEIVED
Williamsville Central School District
AUG 21 2023
Asst Superintendent of
Finance & Management Services

FROM: DJU For Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 1.09± ACRES OF LAND FROM **SA** TO **R-3, Z-2023-08**; PROPERTY LOCATED AT **420 NEW ROAD**. JOSEPH RUBINO, PETITIONER.

REVIEW:

Do you agree with all statements made? No issue with this rezoning request

If you do not, briefly state why: _____

General comments relative to your agency interests: _____

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

Please call the Planning Department if additional information is required (631-7051).

Signature: Thomas Nathaniel **Date:** 8/22/23

DU/GP/ac
X:\Current_Planning\Files\Rezonings\Forms\Transmittal.doc
cc: Scott Marshall, Principal Planner
Jeff Burroughs, Town Engineer
Joseph Rubino, 5462 Sheridan Dr., Suite 1, Williamsville, NY 14221

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))

Amherst

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulpa
Supervisor
Daniel C. Howard, AI
Planning Director
Daniel J. Ulatowski, AI
Assistant Planning Dire

RECEIVED
AUG 30 2023
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM August 16, 2023

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
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Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville Central School District
NYS Office of Parks, Recreation & Historic Preservation
ECDPW

FROM: DJU For Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 1.09± ACRES OF LAND FROM **SA** TO **R-3, Z-2023-08**; PROPERTY LOCATED AT **420 NEW ROAD**. JOSEPH RUBINO, PETITIONER.

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: _____

General comments relative to your agency interests: New Rd under Design by Erie County for a drainage & widening project.

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

Please call the Planning Department if additional information is required (631-7051).

Signature: C. Schregel **Date:** 8/10/23

DU/GP/ac
X:\Current_Planning\Files\Rezonings\Forms\Transmittal.doc
cc: Scott Marshall, Principal Planner
Jeff Burroughs, Town Engineer
Joseph Rubino, 5462 Sheridan Dr., Suite 1, Williamsville, NY 14221

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))

Amherst

n of Amherst Planning Department — Erie County, New York

Brian J. Kulpa
Supervisor
Daniel C. Howard, A
Planning Director
Daniel J. Ulatowski, A
Assistant Planning Dir

MEMORANDUM

August 16, 2023

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
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Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville Central School District
NYS Office of Parks, Recreation & Historic Preservation
ECDPW

RECEIVED
AUG 28 2023
TOWN OF AMHERST
PLANNING DEPT.

RECEIVED
AUG 16 2023
TOWN ATTORNEY

FROM: For Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 1.09± ACRES OF LAND FROM SA TO **R-3, Z-2023-08**; PROPERTY LOCATED AT **420 NEW ROAD**. JOSEPH RUBINO, PETITIONER.

REVIEW:

Do you agree with all statements made? _____.

If you do not, briefly state why: _____

_____.

General comments relative to your agency interests: No comments as to Right of way agency.

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

_____

_____

_____.

Please call the Planning Department if additional information is required (631-7051).

Signature: MBRobshaw **Date:** 8/21/2023

DU/GP/ac
X:\Current_Planning\Files\Rezonings\Forms\Transmittal.doc
cc: Scott Marshall, Principal Planner
Jeff Burroughs, Town Engineer
Joseph Rubino, 5462 Sheridan Dr., Suite 1, Williamsville, NY 14221

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))

Amherst

Town of Amherst Planning Department — Erie County, New York

RECEIVED
AUG 22 2023
TOWN OF AMHERST
BUILDING DEPT

Brian J. Kulpa
Supervisor
Daniel C. Howard, AIC
Planning Director
Daniel J. Ulatowski, AI
Assistant Planning Direc

MEMORANDUM

August 16, 2023

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
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Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville Central School District
NYS Office of Parks, Recreation & Historic Preservation
ECDPW

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 1.09± ACRES OF LAND FROM **SA** TO **R-3, Z-2023-08**; PROPERTY LOCATED AT **420 NEW ROAD**. JOSEPH RUBINO, PETITIONER.

REVIEW:

Do you agree with all statements made? Yes.

If you do not, briefly state why: _____

General comments relative to your agency interests: floodplain on property, SFHA.

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

Please call the Planning Department if additional information is required (631-7051).

Signature: Doug Gesel **Date:** Aug 22, 23

DU/GP/ac
X:\Current_Planning\Files\Rezonings\Forms\Transmittal.doc
cc: Scott Marshall, Principal Planner
Jeff Burroughs, Town Engineer
Joseph Rubino, 5462 Sheridan Dr., Suite 1, Williamsville, NY 14221

Attachment: Z-2023-08 TB letter 120423 (RES-2023-956 : Adoption of Local Law to Amend the Zoning Map (420 New Road, Z-2023-08))

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 28369 **RESOLUTION 2023-1008** **ADOPTED**

SEQR Determination (4774 & 4780 Sheridan Drive, Z-2023-07)

RESOLVED, that pursuant to 6NYCRR Part 617 of the State Environmental Quality Review Act (SEQRA) and Town Code Chapter 104, as amended, the Town Board is deemed the Lead Agency for those actions which it has sole discretionary power, including but not limited to rezoning decisions and adoptions of local laws, and be it further

RESOLVED, that this Town Board as SEQR Lead Agency has reviewed a request for a rezoning at 4774 & 4780 Sheridan Drive and has identified the areas of environmental concern, thoroughly analyzed them for significant adverse impact, including any concerns and/or recommendations from other agencies, and be it further

RESOLVED, that the requirements of SEQR are now complete therefore this Town Board issues the attached Negative Declaration as its determination of environmental significance, for the subject action.

12/18/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and approved 4-1 (nay, Bucki).

FINANCIAL IMPACT:

None

RESULT:	**ADOPTED [4 TO 1]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Berger, Lavin, Szukala
NAYS:	Bucki

Attachment: Z-2023-07_TB neg dec 121823 (RES-2023-1008 : SEQR Determination - 4774 & 4780 Sheridan Drive, Z-2023-07)

MAKE COPY
D R A F T (12/18/23)

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Town Board

Project: Z-2023-07

Address: 5583 Main Street
Williamsville, NY 14221
(716) 631-7051

Date:

This notice is issued pursuant to Part 617 and Local Law #3-82, as amended, of the implementing regulations pertaining to Article 8 (State Environmental Quality Review) of the Environmental Conservation Law.

The Lead Agency has determined that the proposed action described below will not have a significant adverse effect on the environment.

Title of Action: Rezoning Request.

SEQR Status: Unlisted Action

Description of Action: Rezoning of 5.03± acres of land from Residential District 3 (R-3) to Residential District 4 (R-4) to allow for a potential future development of the subject site as attached single-family residential homes

Location: 4774 & 4780 Sheridan Drive, Town of Amherst, Erie County, New York

Petitioner: RAS Development Company LLC

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Full Environmental Assessment Form (EAF) - Part 1, a complete rezoning application, concept plan, and a Focused Environmental Analysis Summary prepared by Environmental Advantage, a preliminary staff analysis was undertaken. Based on the results of the EAF Part 2 and compared to the criteria listed in Section 617.7, all indications are that the proposed rezoning of 5.03 ± acres of land from Residential District 3 (R-3) to Residential District 4 (R-4) for the potential future development of the subject site as attached single-family residential homes will not have a significant impact on the environment, as follows:

1. The project is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems. The Town Engineering Department on October 18, 2023 reviewed the application and EAF submitted on July 17, 2023, the Geotechnical Engineering Report prepared by Ray M. Teeter, P.E. and submitted on July 18, 2023 and had no objection or comments on the proposed rezoning.

2. The project will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources. A Landscape/Tree preservation Plan shall be required of the applicant upon submittal of a site plan application for development of the site at which stage all landscape requirements of the Zoning Ordinance will be met.

3. The project is not expected to create any material conflict with the Town Comprehensive Plan. The project will comply with all regulations of the Town Zoning Ordinance before final site plan approval is granted. The Town Building Department on July 27, 2023 reviewed the application and EAF submitted on July 17, 2023, and has no objection or comments on the proposed rezoning.

4. The project is within an area identified by the State as potentially containing significant cultural or archeological resources, nor will it impair the character or quality of important historical resources. In a letter dated December 14, 2018 the NYS Office of Parks, Recreation, Historic Preservation stated that no properties including archaeological and/or historical resources will be impacted by this project.

5. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The subject request is for rezoning from Residential District 3 (R-3) to Residential District 4 (R-4). Neighboring uses are detached single-family residential to the north, south, east and west, zoned R-3; therefore, the project is consistent with surrounding land use.

Attachment: Z-2023-07_TB neg dec 121823 (RES-2023-1008 : SEQR Determination - 4774 & 4780 Sheridan Drive, Z-2023-07)

6. The proposed rezoning to Residential District 4 (R-4) for a proposed potential future development of the subject site as attached single-family residential homes will not cause a major change in the use of either the quantity or type of energy.

7. The rezoning to Residential District 4 (R-4) for the proposed potential future development of the subject site as attached single-family residential homes will not create any hazard to human health based on the following.

   The Fire Chief's Association on August 18, 2023**,** has reviewed the rezoning request and supporting documentation and has no objection to or adverse comments on the proposed rezoning.

   A Focused Environmental Site Assessment, was prepared by Environmental Advantage Inc. on August 17, 2021. The results of the report describe that the evidence of historical metal-based pesticides was identified below NYSDEC/NYSDOH unrestricted site use levels in NYSDEC 6 NYCCR Subpart 375-6 with two exceptions. Once remediated to applicable NYDEC standards it is not anticipated that the project will create a hazard to human health. Further reporting to the NYSDEC may be required based on future potential field work at the subject site.

8. The rezoning to Residential District 4 (R-4) will not cause a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses. The proposed potential future development of the subject site as attached single-family residential homes will be consistent with the scale of surrounding land uses.

9. The rezoning to Residential District 4 (R-4) for the proposed potential future development of the subject site as attached single-family residential homes will not significantly increase the number of people using the site over its previous level of use.

10. Review by the Town Traffic/Safety Board on August 8, 2023 indicates that significant negative traffic impacts are not expected to result from the proposed project.

11. Coordinated reviews of the project have been undertaken by Town Departments including the Town Assessor on December 1, 2023, and Right-of-Way Agent on July 24, 2023 along with outside agencies including the Williamsville Central School District on July 25, 2023**.** These reviews have not identified any significant environmental issues and indicate that the proposal will not have a significant damaging impact on the environment.

Attachment: Z-2023-07_TB neg dec 121823 (RES-2023-1008 : SEQR Determination - 4774 & 4780 Sheridan Drive, Z-2023-07)

12. Issues not specifically mentioned above and/or those not specifically reviewed were not raised by Town departments, outside agencies or the public and are not determined to be causing significant negative environmental impacts.

_____ _____
Signature & title of preparer date

_____ _____
Brian J. Kulpa, Supervisor date

SM/ac
X:\Current_Planning\Files\Rezonings\2023\Z-2023-07_(4774_&_4780_Sheridan_Dr)_2023\Z-2023-07_TB neg dec 121823.docx
cc: Amherst Town Clerk
Amherst Building Department
ECDEP
NYSDEC
NYSDOT
RAS Development Company LLC
Sean Hopkins

Attachment: Z-2023-07_TB neg dec 121823 (RES-2023-1008 : SEQR Determination - 4774 & 4780 Sheridan Drive, Z-2023-07)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 28261 **RESOLUTION 2023-957** **ADJOURNED**

Adoption of Local Law to Amend the Zoning Map (4774 & 4780 Sheridan Drive, Z-2023-07)

DRAFT RESOLUTION

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR are complete, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of October 19, 2023 that the proposed Residential District 4 zoning at 4774 & 4780 Sheridan Drive is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#_____) to amend the Town Zoning map subject to the following conditions as recommended by the Planning Board:

1. That the density of the project site shall not exceed 4.4 units per acre.

2. That the use of the project site to be rezoned from R-3 to R-4 shall be limited to two (2) unit-attached townhomes only.

3. That the maximum allowable height of any residential building on the project site as measured from finished grade shall be thirty-five (35) feet.

4. That the project site's contaminated soil be remediated to residential standards under the purview of, and in accordance with the NYSDEC's Brownfield Cleanup Program.

5. That the conditions stated above shall be memorialized via the recording of a Declaration of Restrictions at the Erie County Clerk's Office.

12/4/2023
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. The public hearing was opened at 8:54 PM.

Sean Hopkins, Esq., presented.

The following speakers spoke in opposition:
Sharon Easterbrook, 80 Tristan Ln
Alicia Schreier, 79 Tristan Ln

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the December 18th Town Board meeting, seconded by Councilmember Lavin and unanimously approved 5-0. The public hearing was closed at 9:23 PM.

12/18/2023
Councilmember Berger made a motion to adjourn to the second Town Board meeting in January, seconded by Councilmember Szukala and unanimously approved 5-0.

1/22/2024
Supervisor Kulpa made a motion to adjourn, seconded by Councilmember Berger and unanimously approved 5-0.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 1/22/2024 7:00 PM**
MOVER:	Jacqualine Berger, Councilmember	
SECONDER:	Michael Szukala, Councilmember	
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala	

Amherst

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Daniel J. Ulatowski, A
Assistant Planning Dir

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Town Board Agenda of December 4, 2023

November 28, 2023

The Honorable Town Board
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Subject: Request to Rezone 5.03± Acres of Land From R-3 to R-4, Z-2023-07; Property Located at 4774 & 4780 Sheridan Drive. RAS Development Company LLC Petitioner. (Z-2023-07).

Honorable Members:

The subject property is a 5± acre "L-shaped" parcel located on the north side of Sheridan Drive, 4,677± feet west of Hopkins Road. The subject site contains two adjacent parcels, each with its own curb cut. The lot at 4774 Sheridan Drive has a single-family home with associated accessory structures; 4780 Sheridan Drive contains the former Gleason's Nursery business and several associated structures.

The developer is seeking entry into the NYSDEC Brownfield Cleanup Program for a "Track 4 Restricted Residential Cleanup". A requirement of this program is that the site remain in common ownership for ease of monitoring and reporting. A description of the program and requirements has been provided by Roux Environmental Engineering & Geology, DPC dated September 28, 2023.

For information on the surrounding zoning and land use, please refer to the attached sketch.

The purpose of this rezoning request is to allow for the potential future development of the subject site as attached single-family residential homes as required for the petitioner's entry into the NYSDEC Brownfield Cleanup Program to remediate hazardous materials on the subject sites. (For further information please refer to the letter from Roux Environmental Engineering & Geology, DPC to the Planning Director dated September 28, 2023.)

The subject site was zoned Residential District 3 (R-3) with the adoption of the Town wide Zoning Map & Ordinance on January 19, 1976.

Honorable Town Board

Rezone land from R-3 to R-4;
property located at 4774 & 4780 Sheridan Drive.
Agenda of December 4, 2023

SUB-2018-03:
On August 15, 2019, the Planning Board considered petitioner Morgan Homes' request for a 14-lot subdivision with a public road. The Planning Board approved the proposed subdivision; however, the contamination level of the site was too great for the NYSDEC to allow the development of the site for single family homes on individual lots. Therefore, the petitioner was not able to develop the site as approved.

The Planning Board offers the following findings on the current rezoning request, consistent with Section 8-3 of the Zoning Ordinance.

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN
The proposed rezoning is generally consistent with Figure 6 of the Comprehensive Plan which depicts a single-family residential land use in this area with a density of 2-4 units/acre. The concept plan illustrates the future potential development of 22 residential units on 5.03± acres of land. The proposed density based on the concept plan is approximately 4.3 units/acre which is slightly denser than intended by the Comprehensive Plan. A reduction of 2 units would make this proposal fully consistent with the intent of the single-family land use category of the Comprehensive Plan.

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE
The intent of the Residential 4 District (R-4) is to provide for the development of attached or detached dwelling units within a single structure. Based on the concept plan provided, the intent of the R-4 district is met. A full consistency review for all applicable zoning regulations will take place during site plan review.

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING
The surrounding properties to the north, south, east and west are zoned Residential District 3 and are made up of single-family homes on individual lots. The R-4 District allows for a different form of housing (attached) than the adjacent zoning district however, the proposed use of the structures remain single-family residential therefore the proposed rezoning would be consistent with the surrounding development/zoning.

ADEQUATE SERVICES AND UTILITIES
All services and utilities necessary for the proposed rezoning are available and adequate at the subject location. This is an Unlisted action pursuant to 6 NYCCR §617.7 of the SEQR regulations.

RECOMMENDATION
The Planning Board at their meeting of October 19, 2023 held a public hearing on the subject rezoning request and recommended that the Town Board find that pursuant to Local Law #3-82, as amended, the requirements of SEQR have been completed and that the subject request will not have a significant adverse effect on the environment. The Planning Board also recommended that the subject rezoning request be approved.

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Honorable Town Board

Rezone land from R-3 to R-4;
property located at 4774 & 4780 Sheridan Drive.
Agenda of December 4, 2023

The Planning Department requests that if the Town Board desires to act on the rezoning request, that a decision date be established after the close of the public hearing so that the Planning Department can prepare a determination of environmental significance pursuant to SEQR, and prepare a resolution for the Town Board's consideration.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/TV/ac
Att.
X:\Current_Planning\Files\Rezonings\2023\Z-2023-07_(4774_&_4780_Sheridan_Dr)_2023\Z-2023-07_TB_letter_120423.docx
cc: Martin Polowy, Town Attorney

Planning Board Approval: October 19, 2023
Ayes 4, Noes 2; Absent 1

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2023-07

PETITIONER

RAS Development Company LLC
c/o Sean Hopkins, Esq.
Hopkins Sorgi & McCarthy
5500 Main Street, Suite 343
Williamsville, New York 14221

PROPERTY LOCATION

4774 & 4780 Sheridan Drive

WHEREAS the Town of Amherst Planning Board on Thursday, October 19, 2023 held a public hearing on the proposed rezoning of land from Residential District Three (R-3) to Residential District Four (R-4), and

WHEREAS the Planning Board has reviewed plans and other materials regarding the rezoning proposal, and

WHEREAS the materials and plans have been referred to the Town's various review agencies, and

WHEREAS in accordance with Section 8-3-5 of the Zoning Ordinance the Planning Board finds that:

A. The proposed zoning and development plan is generally consistent with the policies of the Comprehensive Plan and the Zoning Ordinance.

B. The proposal is consistent with the Conceptual Land Use Plan which shows "Single-Family Residential" land use in this area of the Town.

B. There are adequate services and utilities available or proposed to be made available in the construction of the development.

C. The proposal is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.

D. The subject property is suitable for uses permitted by the current versus the proposed district.

E. The proposed change tends to improve the balance of uses, and meets a specific demand in the Town.

F. Review by the US Army Corps of Engineers under Section 404 of the Clean Water Act may be waived because the parcel is developed.

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2023-07

PETITIONER

RAS Development Company LLC

PROPERTY LOCATION

4774 & 4780 Sheridan Drive

WHEREAS pursuant to Local Law #3-82, as amended, the Planning Board recommends that the Town Board determine that the requirements of SEQR are complete and that the subject proposal is not expected to have a significant adverse effect on the environment.

NOW THEREFORE BE IT RESOLVED that the Planning Board recommends to the Town Board in accordance with Section 8-3-4 of the Zoning Ordinance, that the rezoning request be approved subject to the following conditions:

1. That the density of the project site shall not exceed 4.3 units per acre.
2. That the use of the project site to be rezoned from R-3 to R-4 shall be limited to two (2) unit-attached townhomes only.
3. That the maximum allowable height of any residential building on the project site as measured from finished grade shall be thirty-five (35) feet.
4. That the project site's contaminated soil be remediated to residential standards under the purview of, and in accordance with the NYSDEC Brownfield Cleanup Program.
5. That the conditions stated above shall be memorialized via the recording of a Declaration of Restrictions at the Erie County Clerk's Office.

The foregoing resolution was adopted by the Town of Amherst Planning Board, October 19, 2023; moved by Chmiel; seconded by Kahn; ayes 4, noes 2 (Gill, Penberthy); absent 1 (Raffaele).

Robert J. Gilmour, Planning Board Chair

10-26-2023
Date

TV/ac
X:\Current_Planning\Files\Rezonings\2023\Z-2023-07_(4774_&_4780_Sheridan_Dr)_2023\Z-2023-07_resolution_101923.doc
cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
RAS Development Company, c/o Sean Hopkins, 5500 Main Street, Suite 343, Williamsville, NY 14221

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Rezoning Application & Supporting Documentation - Rezoning of 4774 & 4780 Sheridan Drive from R-3 to R-4
Applicant: Savarino Development Corp. I c/o Sean Hopkins, Esq., Hopkins Sorgi & McCarthy PLLC

Prepared by: Sean Hopkins, Esq.
Hopkins Sorgi & McCarthy PLLC
5500 Main Street, Suite 343
Williamsville, NY 14221
Tel: 716.510-4338
E-mail: shopkins@hsmlegal.com

RECEIVED
JUL 17 2023
TOWN OF AMHERST
PLANNING DEPT.

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Rezoning Review and, if required Comprehensive Plan Amendment

For Official Use

File #: Z-2023-07 Acreage 5.03 Fee $ 2,265

Address Verified by Assessor's Office _____ VERIFIED BY DATE

Materials Accepted by Town Clerk & Fee Paid _____ ACCEPTED BY DATE

Materials Checked by Building Dept. _____ RECEIVED BY DATE

Materials Received by Planning Dept. 7.17.23 RECEIVED BY DATE

		Fill In Applicable Fees
2 ACRES OR LESS	**$1,250**	$1,250.00
2 – 20 ACRES **$1,250 + $250/acres or fraction thereof over 2 acres**		$1,000.00
20 – 30 ACRES **$5,700 + $150/acre or fraction thereof over 20 acres**		_____
OVER 30 ACRES **$6,900 +$75/acre or fraction thereof over 30 acres**		_____
Request for Relief of/Change to Conditions of Zoning Approval	**$ 1,200**	_____
AFFIDAVIT FEE FOR PUBLIC HEARING	**$ 15.00**	$15.00
	TOTAL FEE:	$ 2,265.00

[Note: A completed Part 1 of the Full Environmental Assessment Form along with Page 5[a] and Attachment "A" is attached as Exhibit "1".]

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TO BE COMPLETED BY APPLICANT

1. **Petitioner:** Name: Savarino Development Corp. I

Address: c/o Sean Hopkins, Esq.
5500 Main Street, Suite 343
Williamsville, New York 14221
City State Zip Code

Phone: 510-4338 Fax:

E Mail shopkins@hsmlegal.com

2. **The undersigned hereby petitions the Honorable Town Board to rezone the following described property**

From: R-3 District

To: R-4 District

3. **Street address of land to be rezoned:** (must be verified by Town Assessor's Office)

4774 and 4780 Sheridan Drive

SBL #: SBL Nos. 68.12-1-10 and 68.12-1-11

4. **Area of land to be rezoned** (in acres): Approximately 5.029 Acres

5. **Owner of Land:**

Name: Estate of Edith Fruehauf, Rudolph Gleason and Greta Gleason

Address: 4780 Sheridan Drive - Williamsville, NY 14221

Telephone:

6. **Representative** (Architect, Engineer, Landscape Architect, Surveyor or Attorney):

Name: Sean W. Hopkins, Esq.

Address: 5500 Main Street, Suite 343
Williamsville, New York 14221
Tel: 716.510-4338 - E-mail: shopkins@hsmlegal.com
City State Zip Code

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7. **Petitioner's interest in property**

_____Option to purchase

_____Owner

__X_____Other (explain) [Authorization Letter of Property Owner Attached]

8. **The following are all others having an interest in this application and join herein with the petitioner named above:** (describe extent of interest; attach sheets as needed)

Not Applicable.

9. **Attach Survey and Legal description of land to be rezoned. The Survey must be prepared by a New York State Licensed Land Surveyor.** Legal description of the property to be rezoned from R-3 to R-4 attached as Exhibit "2" and Survey of the Project Site attached as Exhibit "3".

10. **Said property has the following deed restrictions or Covenants:** (attach copy) Not Applicable.

Liber _____ Page _____

11. **Information on proposed project:**

A. Description of the character of the proposed development:

See Exhibit 4.

B. Rationale for rezoning request:

1. Why was this site chosen?

See Exhibit 4.

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

2. Why cannot land be used with the existing zoning?

See Exhibit 4.

3. How will this rezoning impact surrounding properties?

See Exhibit 4.

4. How will this rezoning impact the school system?

See Exhibit 4.

12. Quantitative Data:

A. Total # of dwelling units: 22 units

B. Distribution of dwelling units by type: Attached residential units for sale

C. Gross Residential Density per acre: 4.4 units per acre

D. Total amount of Open Space: Not Applicable

E. Proposed Non-Residential Floor Area: Not Applicable.

[Note: A reduced size copy of the Concept Site Plan for the proposed project is provided at Exhibit "6".]

13. Development Schedule:

Start: 2024

Finish: 2025

Stages (# of): 1 stage for infrastructure and site improvements

14. If any portion of the proposed development is planned to be sold or leased, please describe:

The apartments will be leased.

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

15. Open Space ownership and maintenance provisions (if applicable):

Greenspace and landscaping will be privately owned and maintained.

16. Basis for Findings (Sec. 8-3-5 of the Town Zoning Code) (Attach sheets and supplemental materials as necessary.)

A. The proposed zoning and development plan must be generally consistent with the policies of the Comprehensive Plan and the Town Zoning Ordinance.

1. State in detail why the proposed zoning is consistent with the adopted Town of Amherst Bicentennial Comprehensive Plan. Cite specific sections, maps, and/or figures in the plan that support the proposed zoning at this location (The Comprehensive Plan document is available at the Planning Department, Town Clerk's Office, Amherst libraries, or at www.amherst.ny.us). Add sheets as needed.

See Exhibit 5.

2. Pursuant to NYS Town Law Section 272a(11), "all Town land use regulations must be in accordance with a comprehensive plan adopted pursuant to this Section." The Town Board adopted the Comprehensive Plan pursuant to NYS Town Law 272 on January 2, 2007. If the rezoning is approved, the Town Board may require the Plan to be amended, as applicable.

Cite all text, map, and / or figures that must be amended to support the proposed zoning at this location (attach pages as necessary) and provide detailed suggested amendments.

See Exhibit 5.

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3. State why the proposed zoning is consistent with intent and objectives (Sec. 1-2-2) of the Zoning Ordinance:

See Exhibit 5.

B. Adequate Services and Utilities are available or are proposed to be made available with the construction of the development:

1. Sanitary Sewer
   Yes.
2. Storm Sewer/Drainage
   Yes.
3. Water
   Yes.
4. Other Yes.

C. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:

See Exhibit 5.

D. Suitability of the subject property for uses permitted by the current versus the proposed district:

See Exhibit 5.

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E. Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the Town:

See Exhibit 5.

17. The petitioner encloses herewith the sum of $ 2,265.00 to pay the fee, and consents to the placement of a sign(s) at the described location identifying this request for a period of time to be determined by the Town Clerk.

18. The undersigned certifies that all information required to be disclosed pursuant to Section 809 of the General Municipal Law (see below) is as follows:

The undersigned swears or affirms that all statements made herein are true, that all drawings submitted correctly show the situation involved in this petition.

Signature of Petitioner

Subscribed and sworn to before me this 15th day of July, 2023

Notary Public, Erie County, New York

MARIANNE BRAUTLACHT
Notary Public, State of New Yor
Qualified in Erie County
My Commission Expires 01/14/20

N.Y.S. General Municipal Law - Section 809 Disclosure in certain applications:

1. Every application, petition or request submitted for a variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license or permit, pursuant to the provision of any ordinance, local law, rule or regulation constituting the zoning and planning regulations of a municipality shall state the name, residence and the nature and extent of the interest of any state office or any office or employee of such municipality or of a municipality of which such municipality is a part, in the person, partnership or association making such application, petition or request (hereinafter called the applicant) to the extent known to such applicant.

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2. For the purpose of this section an officer or employee shall be deemed to have an interest in the applicant when he, his spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them

   (a) is the applicant, or
   (b) is an officer, director, partner or employee of the applicant, or
   (c) legally or beneficially owns or controls stock of a corporate applicant or is a member of a partnership or association applicant, or
   (d) is a party to an agreement with such an applicant, express or implied, whereby he may receive any payment or other benefit, whether or not for services rendered, dependent or contingent upon the favorable approval of such applicant, petition or request.

3. In the county of Nassau the provisions of subdivisions one and two of this section shall also apply to a party officer. "Party Officer" shall mean any person holding any position or office, whether by election, appointment or otherwise, in any party as defined by subdivision four or section two of the election law.

4. Ownership of less than five per cent of the stock of a corporation whose stock is listed on the New York or American Stock Exchanges shall not constitute an interest for the purposes of this section.

5. A person who knowingly and intentionally violates this section shall be guilty of a misdemeanor.

P/Cur/Plan/Applications2007/Rezoning & Comp Plan Amend App.
10/08

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

AUTHORIZATION

Estate of Edith Fruehauf, Rudolph Gleason and Greta Gleason, as the owners of property located at 4774 and 4780 Sheridan Drive in the Town of Amherst ("Project Site"), hereby authorizes Savarino Development Corp. I, Hopkins Sorgi & McCarthy PLLC, Carmina Wood Design and its other consultants to seek an amendment of the zoning classification of the Project Site from R-3 to MFR-4A, as well as all other required approvals from the Town of Amherst municipal boards and all other governmental agencies in connection with the development of the Project Site as a residential project.

Date: June 9, 2023

ESTATE OF EDITH FRUEHAUF

Signature: Diane Wolf POA Fo
Print Name: Diane Wolf Rudolph

Signature: Diane Wolf POA Gleas
Print Name: Greta Gleason Exec
O

Signature: Diane Wolf POA Ed
Print Name: Rudolph Gleason Est

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

EXHIBIT 1

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Full Environmental Assessment Form
Part 1 - Project and Setting

Prepared By: Sean Hopkins, Esq.
Hopkins Sorgi & McCarthy PLLC
5500 Main Street, Suite 343
Williamsville, NY 14221
Tel: 716.510-4338
E-mail: shopkins@hsmlegal.com

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Proposed Residential Project		
Project Location (describe, and attach a general location map): 4774 and 4780 Sheridan Drive - Town of Amherst - Erie County		
Brief Description of Proposed Action (include purpose or need): The proposed project ("action") consists of the development of the parcels at 4774 and 4780 Sheridan Drive ("Project Site") as a residential project consists of eleven two-story building each comprised of two homes for sale [22 total units]. The proposed action has been defined broadly to include all all proposed site improvements as well as all required discretionary approvals and permits as well as including an amendment of the zoning classification of the Project Site from R-3 to R-4 by the Town of Amherst Town Board and approvals and permits needed from involved agencies including entry into the NYSDEC Brownfield Cleanup Program. The project purpose is to develop the Project Site for low density residential purposes per the recommended land use in Figure 6 of the Town's adopted Comprehensive Plan. The proposed project is an Unlisted Action pursuant to the State Environmental Quality Review Act ("SEQRA") and will not result in any potentially significant adverse environmental impacts.		
Name of Applicant/Sponsor: Savarino Development Corp. I c/o Sean Hopkins, Esq.	Telephone: 716.510-4338 E-Mail: shopkins@hsmlegal.com	
Address: 5500 Main Street, Suite 343		
City/PO: Williamsville	State: NY	Zip Code: 14221
Project Contact (if not same as sponsor; give name and title/role): Same as above.	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): Estate of Edith Fruehauf, Rudolph Gleason and Greta Gleason	Telephone: E-Mail:	
Address: 4780 Sheridan Drive		
City/PO: Williamsville	State: NY	Zip Code: 14221

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

B. Government Approvals

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

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes ☐No	Town Board - Rezoning	July 17, 2023
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Planning Board - Site Plan Approval	To be Determined
c. City, Town or Village Zoning Board of Appeals ☑Yes ☐No	Zoning Board of Appeals - Area Variances	To be Determined
d. Other local agencies ☐Yes ☑No		
e. County agencies ☑Yes ☐No	ECDOH - Sewer and ECWA - Water	To be Determined
f. Regional agencies ☐Yes ☑No		
g. State agencies ☑Yes ☐No	NYSDOT - Highway Work Permit , NYSDEC - Brownfield Cleanup, SPDES Permit and DSCA	To be Determined
h. Federal agencies ☐Yes ☑No		

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

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

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

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

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

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

If Yes, identify the plan(s):
NYS Heritage Areas:West Erie Canal Corridor

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

If Yes, identify the plan(s):

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
Residential District Four (R-3)

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

c. Is a zoning change requested as part of the proposed action? ☑ Yes ☐ No
If Yes,
i. What is the proposed new zoning for the site? Residential District Four (R-4)

C.4. Existing community services.

a. In what school district is the project site located? Amherst Central Schools

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

c. Which fire protection and emergency medical services serve the project site?
Hutchinson Hose Company

d. What parks serve the project site?
Amherst State Park

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Low density residential consisting of two-unit homes for sale.

b. a. Total acreage of the site of the proposed action? 5.03 acres
b. Total acreage to be physically disturbed? 5.03 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 5.03 acres

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

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

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

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f. Does the project include new residential uses? ☑ Yes ☐ No
If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase		22		
At completion of all phases		22		

g. Does the proposed action include new non-residential construction (including expansions)? ☐ Yes ☑ No
If Yes,
i. Total number of structures _____
ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length
iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☑ Yes ☐ No
If Yes,
i. Purpose of the impoundment: stormwater management area
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☑ Other specify: Stormwater runoff
iii. If other than water, identify the type of impounded/contained liquids and their source.
Not applicable.
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: 0.25 acres
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):
Earth Fill - The stormwater management area does not constitute a dam regulated by the NYSDEC.

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐ Yes ☑ No
If Yes:
i .What is the purpose of the excavation or dredging? _____
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.
_____
_____
iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No
If yes, describe. _____
_____
v. What is the total area to be dredged or excavated? _____ acres
vi. What is the maximum area to be worked at any one time? _____ acres
vii. What would be the maximum depth of excavation or dredging? _____ feet
viii. Will the excavation require blasting? ☐ Yes ☐ No
ix. Summarize site reclamation goals and plan: _____
_____
_____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐ Yes ☑ No
If Yes:
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____
_____

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

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

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

- acres of aquatic vegetation proposed to be removed:
- expected acreage of aquatic vegetation remaining after project completion:
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access):
- proposed method of plant removal:
- if chemical/herbicide treatment will be used, specify product(s):

v. Describe any proposed reclamation/mitigation following disturbance:

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

i. Total anticipated water usage/demand per day: 5,080 gallons/day

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

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

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

- Describe extensions or capacity expansions proposed to serve this project:
- Source(s) of supply for the district:

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

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

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

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

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

i. Total anticipated liquid waste generation per day: 4,600 gallons/day

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

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

- Name of wastewater treatment plant to be used: Town of Amherst Wastewater Treatment Facility
- Name of district: Town of Amherst
- Does the existing wastewater treatment plant have capacity to serve the project? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No

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

If Yes:

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

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

If Yes:

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

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

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

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

If Yes:

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

_____ Square feet or 2.20 acres (impervious surface)

_____ Square feet or 5.03 acres (parcel size)

ii. Describe types of new point sources. Building roofs, asphalt driveway

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

On-site stormwater management facility

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

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

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

If Yes, identify:

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

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

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

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

If Yes:

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

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

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

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

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

If Yes:

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

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

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

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

_____

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

If Yes:

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

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

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

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

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

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

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

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

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

If Yes:

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

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

local grid

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

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

i. During Construction:

- Monday - Friday: 7am to 5pm
- Saturday: 7am to 5pm [as needed]
- Sunday: n/a
- Holidays: n/a

ii. During Operations:

- Monday - Friday: n/a
- Saturday: n/a
- Sunday: n/a
- Holidays: n/a

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

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

If yes:

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

Temporary and unavoidable storm term noise impacts resulting from the use of construction equipment during construction of the proposed project

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

Describe: _____

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

If yes:

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

Proposed on site lighting will be dark sky compliant and in compliance with all Town of Amherst lighting regulations.

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

Describe: _____

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

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

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

If Yes:

i. Product(s) to be stored _____

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

iii. Generally, describe the proposed storage facilities: _____

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

If Yes:

i. Describe proposed treatment(s):

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

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

If Yes:

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

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

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

- Construction: _____
- Operation: _____

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

- Construction: _____
- Operation: _____

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

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

ii. If mix of uses, generally describe:

Mixture of uses including Park Country Club Golf Course and residential uses including single-family and multifamily.

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	1.4	2.20	+ 0.8
• Forested	0.0	0.0	0.0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0.0	0.0	0.0
• Agricultural (includes active orchards, field, greenhouse etc.)	0.0	0.0	0.0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.0	0.0	0.0
• Wetlands (freshwater or tidal)	0.0	0.0	0.0
• Non-vegetated (bare rock, earth or fill)	0.0	0.0	0.0
• Other Describe: Greenspace and landscaping	3.63	2.83	- 0.8

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

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

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

e. Does the project site contain an existing dam? ☐Yes ☑No
If Yes:
i. Dimensions of the dam and impoundment:
- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐Yes ☑No
If Yes:
i. Has the facility been formally closed? ☐Yes ☐No
- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:
iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☑Yes ☐No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:
There is contamination on the project site resulting from its historical use as a nursery (herbicides and pesticides).

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐Yes ☑No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐Yes ☐No
☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____
☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____
☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐Yes ☑No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

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

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

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? > 40 feet

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

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

Schoharie silt loam	84 %
Urban Land-Odessa complex	16 %
	%

d. What is the average depth to the water table on the project site? Average: 36 feet

e. Drainage status of project site soils:
☐ Well Drained: ____% of site
☐ Moderately Well Drained: ____% of site
☑ Poorly Drained 100 % of site

f. Approximate proportion of proposed action site with slopes:
☑ 0-10%: 100 % of site
☐ 10-15%: ____% of site
☐ 15% or greater: ____% of site

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

h. Surface water features.

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

ii. Do any wetlands or other waterbodies adjoin the project site? [There are any wetlands subject to the jurisdiction of either the USACE or NYSDEC located on the Project Site.] ☑Yes ☐No
If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

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

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

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

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐Yes ☑No
If yes, name of impaired water body/bodies and basis for listing as impaired: _____

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

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

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

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

i. Name of aquifer: _____

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

m. Identify the predominant wildlife species that occupy or use the project site:
Typical suburban species

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

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

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

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

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

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

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

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

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No
If Yes:
i. CEA name:
ii. Basis for designation:
iii. Designating agency and date:

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

If Yes:

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

ii. Name: _____

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

_____

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

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

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

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

If Yes:

i. Identify resource: Amherst State Park, Glen Park, Audubon Town Park

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

iii. Distance between project and resource: 1-4 miles.

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

If Yes:

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

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

F. Additional Information

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

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

G. Verification

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

Applicant/Sponsor Name Savarino Development Corp. I Date July 17, 2023

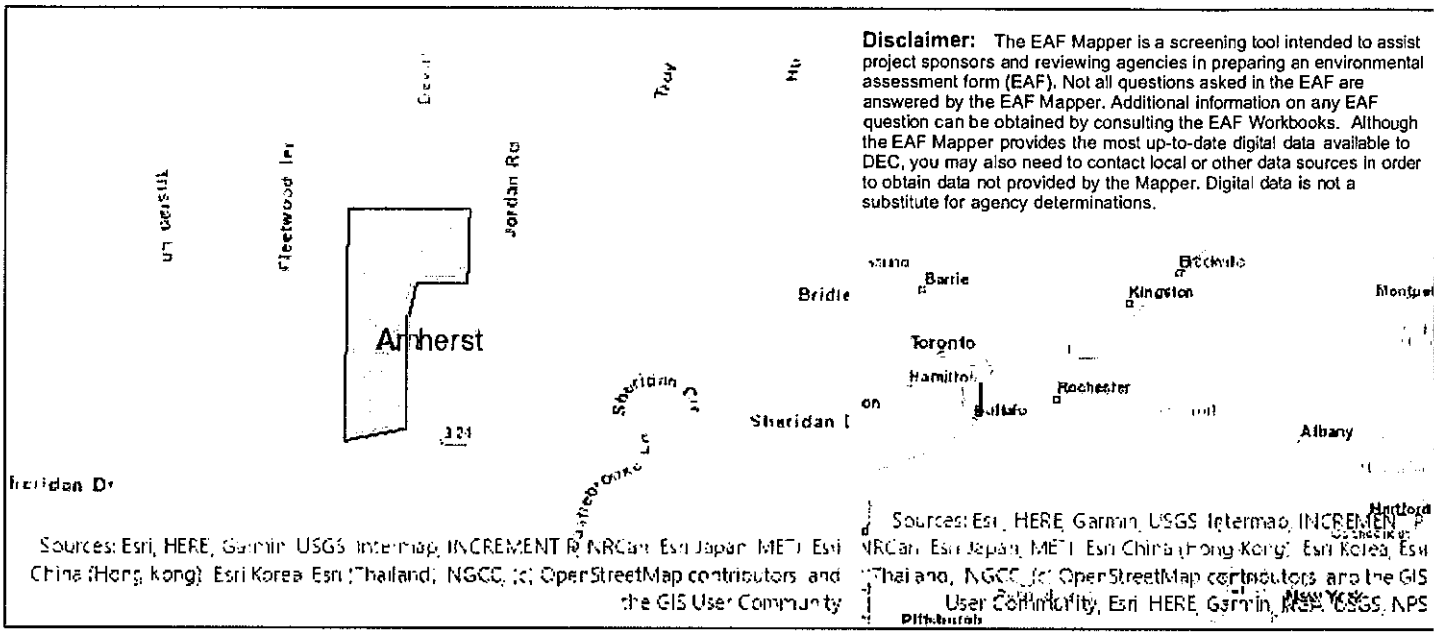
Signature _____ Title Attorney for Project Sponsor

PRINT FORM

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

EAF Mapper Summary Report

Friday, June 16, 2023 10:58 AM



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

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

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E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

TOWN OF AMHERST ATTACHMENT
State Environmental Quality Review
ENVIRONMENTAL ASSESSMENT FORM
Proposed Residential Project - 4774 & 4780 Sheridan Drive

1. For each applicable category of proposed new structures, including additions to existing structures, provide the following information for all soil types on the project site (*according to Soil Survey of Erie County, NY; Table 11, Building Site Development, pp 294-305):*

Soil Name	Shallow excavations	Dwellings without basements	Dwellings with basements	Small commercial buildings	Local roads and streets
Schoharie silt loam	✓		✓		✓
Urban Land Odessa complex	✓		✓		✓

2. If the Soil survey indicates either "severe" or "moderate" suitability for the proposed types of construction, a geotechnical and hydrological analysis based on one test per 3.5 acres of project area must be provided (per Town Board resolution, 3/17/03, amended 6/16/03).

   ✓ Geotechnical report attached _____ Not applicable

   [Three copies of the Geotechnical Report prepared by Ray Teeter dated November 16, 2018 have been submitted.]

3. Is your property located: On Youngs Road between Dodge and Klein Roads? ☐ Yes ☑ No
   On Wehrle Dr. between Spindrift Dr. and Oakwood Rd? ☐ Yes ☑ No

   If so, the property may be within an area of the Town that is affected by a moratorium on connections to the sanitary sewer system.

4. Are there alternative locations on the site for this project? ☐ Yes ☑ No

5. Location and size of real property owned by petitioner within one (1) mile of subject proposal:
   4774 Sheridan Drive - 0.67 ac
   4780 Sheridan Drive - 4.36 ac

6. Are you aware of current or future plans or intentions by others in the Town of Amherst to develop property within 1000± ft. of the present project request: ☐ Yes ☑ No

   Describe_____

   (Potential environmental impacts from adjacent or nearby projects undergoing the approval process will receive a coordinated environmental review to determine cumulative effects on common receivers (e.g. traffic and drainage corridors) and other relevant environmental concerns.)

7. Maximum number of vehicular trips to be generated per hour upon completion of project 12
   Source: ITE Trip Generator

8. Will blasting occur during construction? ☐ Yes ☑ No

9. Does the project propose to connect and be tributary to the public sanitary sewer system? ☑ Yes ☐ No

10. Proposed net additional gallons per day (gpd) of sanitary sewer discharge upon completion of project:

    4,400 average flow 17,600 peak flow.

    (Please note that average flows of 2,500 gpd or greater will require an Engineer's Report that includes a detailed downstream sewer capacity analysis and the identification of and commitment to required I/I offset work during peak wastewater flow conditions.)

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

EXHIBIT 2

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

EXHIBIT 2 OF REZONING APPLICATION

LEGAL DESCRIPTION OF PROPERTY TO BE REZONED FROM R-3 TO 4-4

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Amherst, County of Erie, and State of New York, being part of Lot No, 60, Township 12, and Range 7 of the Holland Land Company's Survey, bounded and described as follows:

COMMENCING at a point in the center line of Sheridan Drive, distant 214.37 feet west of the east line of lands conveyed to Michael Trenz and Elsie Trenz, his wife by deed recorded in the Erie County Clerk's Office in Liber 3381 of Deeds at page 411;

thence northerly along the west line of lands per deed filed in the Erie County Clerk's Office in Liber 5022 Deeds page 430, at an interior angle of 101°11', a distance 50.97 feet to a point in the south line of said Sheridan Drive being the True Point and Place of Beginning;

thence westerly along the said south line of Sheridan Drive 215.35 feet to a point in the west line of said Michael Trenz and Elsie Trenz in Liber 3381 of Deeds at page 411;

thence northerly at an interior angle of 78°47' and along the west line of said Trenz, 789.86 feet to a point;

thence east at an interior angle of 90°59', a distance of 422.64 feet to a point in the east line of said Michael Trenz and Elsie Trenz in Liber 3381 of Deeds at page 411;

thence south at an interior angle of 88°38'9" and along the east line of said Trenz, 257.10 feet to a point, being the northeast corner of lands conveyed to Edward Roessel and Jennie Roessel, his wife by deed recorded in said Erie County Clerk's Office in Liber 4296 of Deeds at page 180;

thence westerly at right angles along said Roessel's north line, 178.00 feet to the northwest corner thereof;

thence southerly along said Roessel's west line, 101.72 feet to an angle point therein;

thence continuing along said Roessel's west line and parallel with the east line of Lot No. 60, 18.00 feet to a point;

thence westerly at right angles to the east line of said Lot No. 60, 8.29 feet to the northwest corner of lands conveyed to John J. Julian and Frances J. Julian, his wife by deed recorded in said Erie County Clerk's Office in Liber 5022 of Deeds at page 430;

thence southerly at right angles and along the west line of said lands so conveyed to said John J. Julian and Frances J. Julian, 144.32 feet to an angle point therein;

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

thence continuing southerly at an exterior angle of 178°21'05", 237.22 feet to the True Point and Place of Beginning.

This parcel containing 5.029 acres of land more or less.

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

EXHIBIT 3

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

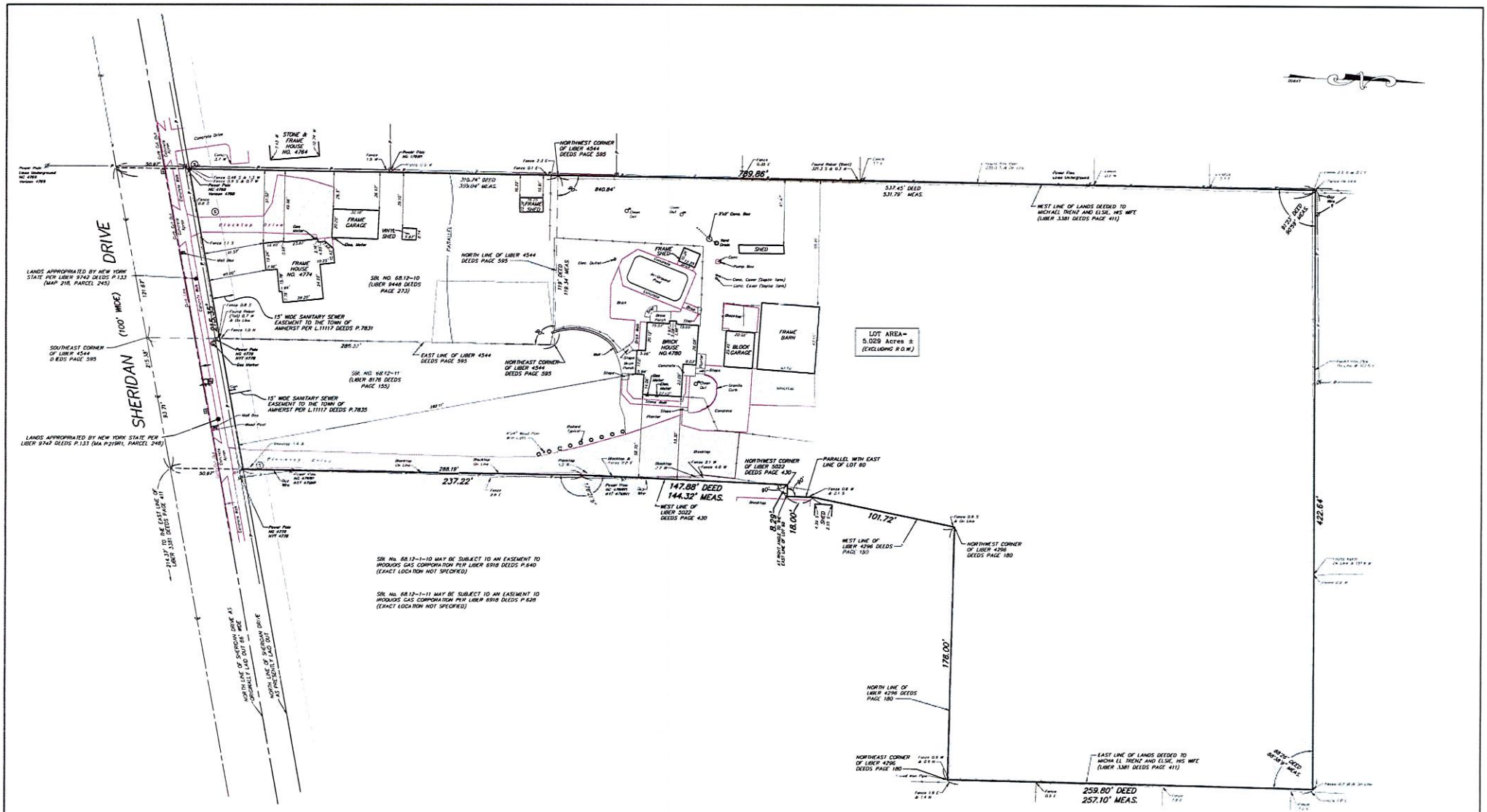

SHERIDAN DRIVE
(100' WIDE)
LANDS APPROPRIATED BY NEW YORK STATE PER LIBER 9743 DEEDS P.133 (MAP 218, PARCEL 245)
LANDS APPROPRIATED BY NEW YORK STATE PER LIBER 9743 DEEDS P.133 (MA P219R1, PARCEL 248)
SOUTHEAST CORNER OF LIBER 4544 DEEDS PAGE 595
NORTHWEST CORNER OF LIBER 4544 DEEDS PAGE 595
NORTH LINE OF LIBER 4544 DEEDS PAGE 595
EAST LINE OF LIBER 4544 DEEDS PAGE 595
NORTHEAST CORNER OF LIBER 4544 DEEDS PAGE 595
STONE & FRAME HOUSE NO. 4764
FRAME GARAGE
FRAME HOUSE NO. 4774
VINYL SHED
SBL NO. 68.12-1-10 (LIBER 8448 DEEDS PAGE 273)
SBL NO. 68.12-1-11 (LIBER 8176 DEEDS PAGE 155)
15' WIDE SANITARY SEWER EASEMENT TO THE TOWN OF AMHERST PER L.11117 DEEDS P.7831
15' WIDE SANITARY SEWER EASEMENT TO THE TOWN OF AMHERST PER L.11117 DEEDS P.7835
FRAME SHED
SHED
BRICK HOUSE NO.4780
2 BLOCK GARAGE
FRAME BARN
LOT AREA= 5.029 Acres ± (EXCLUDING R.O.W.)
NORTHWEST CORNER OF LIBER 5022 DEEDS PAGE 430
PARALLEL WITH EAST LINE OF LOT 60
WEST LINE OF LIBER 5022 DEEDS PAGE 430
WEST LINE OF LIBER 4296 DEEDS PAGE 180
NORTHWEST CORNER OF LIBER 4296 DEEDS PAGE 180
NORTH LINE OF LIBER 4296 DEEDS PAGE 180
NORTHEAST CORNER OF LIBER 4296 DEEDS PAGE 180
EAST LINE OF LANDS DEEDED TO MICHA EL TRENZ AND ELSIE, HIS WIFE (LIBER 3381 DEEDS PAGE 411)
WEST LINE OF LANDS DEEDED TO MICHAEL TRENZ AND ELSIE, HIS WIFE (LIBER 3381 DEEDS PAGE 411)
789.86'
840.84'
537.45' DEED
531.79' MEAS.
310.74' DEED
309.04' MEAS.
119' DEED
119.34' MEAS.
895.35'
285.27'
288.19'
237.22'
147.88' DEED
144.32' MEAS.
101.72'
178.00'
422.64'
259.80' DEED
257.10' MEAS.
SBL No. 68.12-1-10 MAY BE SUBJECT TO AN EASEMENT TO IROQUOIS GAS CORPORATION PER LIBER 6918 DEEDS P.640 (EXACT LOCATION NOT SPECIFIED)
SBL No. 68.12-1-11 MAY BE SUBJECT TO AN EASEMENT TO IROQUOIS GAS CORPORATION PER LIBER 6918 DEEDS P.628 (EXACT LOCATION NOT SPECIFIED)
NORTH LINE OF SHERIDAN DRIVE AS ORIGINALLY LAID OUT 66' WIDE
NORTH LINE OF SHERIDAN DRIVE AS NOW OCCUPIED AND LAID OUT
214.27' TO THE EAST LINE OF LIBER 3381 DEEDS PAGE 411
NOTE:
PARCEL (SBL NO. 68.12-1-11) IS SUBJECT TO PRIVILEGES, EASEMENTS AND RIGHTS OF WAY FOR GAS WELL, GAS HOUSE AND GAS LINE OR LINES OR WATER LINE, BY LIBER 4218 DEEDS PAGE 339, LIBER 4296 DEEDS PAGE 180 & LIBER 5022 DEEDS PAGE 430
LEGEND
UTILITY / SERVICE POLE
WATER LINE VALVE
FIRE HYDRANT
D.I. (D ROP INLET - STORM)
MANHOLE (STORM)
MANHOLE (ELECTRIC)
MANHOLE (TRAFFIC)
MA NHOLE (SANITARY)
MANHOLE (TELEPHONE)
GASLINE MARKER
GAS LINE VALVE
LIGHT STANDARD
SIGN
HANDICAP
R.O.W. RIGHT OF WAY
CONC. CONCRETE
INV. INVERT
M.H. MANHOLE
GAS LINE
WATER LINE
TELEPHONE LINE
ELECTRIC LINE
UTILITY LINES
CABLE LINES
D DEED
M MEASUREMENT
L LIBER
P. PAGE
30 0 30 60
1 Inch = 30 ft.
©COPYRIGHT 2018 BY:
Millard, MacKay & Delles
LAND SURVEYORS, LLP
150 AERO DRIVE
BUFFALO, NEW YORK 14225
PHONE (716) 631-5140 ~ FAX 631-3811
AMEND: "A"
SURVEY DATE: 11-26-18
DRAWING DATE: 12-2-18
SCALE: 1" = 30'
"ALL RIGHTS RESERVED"
BOUNDARY SURVEY
PART OF LOT 60 SECTION TOWNSHIP 12 RANGE 7 OF THE: Holland Land Company's SURVEY ~ Erie COUNTY, N.Y.
SURVEY OF: 4774 & 4780 Sheridan Drive, Town of Amherst
SBL No. 68.12-1-

EXHIBIT 4

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

EXHIBIT 4

REZONING OF 4774 & 4780 SHERIDAN DRIVE FROM R-3 TO R-4

Question 11(A): Description of the character of the proposed development:

Response to Question 11(A): The proposed project consists of the development of 4774 and 4780 Sheridan Drive (the "Project Site") as eleven (11) residential buildings each consisting of two residential units for sale [22 total units].[1] Each of the residential units will have an attached garage and the project will result in the clean-up of the contamination located on the parcel at 4780 Sheridan Drive resulting from former use as a nursery [Gleason Nursery] via entry into the NYSDEC Brownfield Program. A full-size copy of the Concept Site Plan [Drawing C-100] prepared by Carmina Wood Design depicting the layout of the proposed project is attached is attached and a reduced-size copy of the Concept Site Plan is also attached as **Exhibit "6"**.

Question 11(B)(1): Rationale for rezoning request: 1. What was this site chosen?

Response to Question 11(B)(1): The Project Site is an appropriate location for the requested rezoning from R-3 to R-4 to accommodate the proposed residential project since the requested R-4 zoning classification is consistent with Figure 6 of the adopted Comprehensive Plan that designates the Project Site as appropriate for low intensity residential uses. A color copy of Figure 6 of the Comprehensive Plan is attached as **Exhibit "7"**. A color excerpt of the Town of Amherst Zoning Map is attached as Exhibit "8" and an aerial photograph of the Project Site and surrounding vicinity is attached as Exhibit "9".

Question 11(B)(2): Why cannot land be used with the existing zoning?

---

[1] A legal description of the Project is attached as **Exhibit "2"** and a full-size copy of the Survey of the Project Site is attached to this Rezoning Application. A reduced-size copy of the Survey of the Project Site is also attached as **Exhibit "3"**.

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Response to Question 11(B)(2): The Project Site cannot be developed as single-family homes on individual lots per the existing R-3 zoning classification since this would prevent the project from being eligible for entry into the NYSDEC Brownfield Cleanup Program. A residential subdivision was previously approved for the Project Site by the Planning Board but the project was unable to move forward due to the contamination resulting from the former use of 4780 Sheridan Drive as a nursery.

Question 11(B)(3): How will this rezoning impact surrounding properties?

Response to Question 11(B)(3): The requested rezoning of the Project Site from R-3 and R-4 to accommodate the proposed residential project consisting of upscale attached residential units for sale will not result in any potentially significant adverse impacts on surrounding properties. A completed Part 1 of the Full Environmental Assessment Form with attached Page 5[a] as prepared pursuant to the State Environmental Quality Review Act ("SEQRA") is provided at **Exhibit "1"** of this Rezoning Application. It is important to mention that the project will allow the contaminated portion of the Project Site to be remediated via the requirements of the NYSDEC Brownfield Cleanup Program. The proposed project will also require site plan approval from the Planning Board which will ensure compliance with the applicable standards for landscaping, lighting, stormwater management, etc.

Question 11(B)(4): How will this rezoning impact the school system?

Response to Question 11(B)(4): The proposed residential project will have positive impacts on the school district since it will generate annual property taxes. The target market for the proposed upscale residential units consists of empty nesters and seniors. The proposed project will potentially

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

generate some demand for educational services provided by the school district but it is anticipated the project will have overall positive fiscal impacts since it is anticipated that the annual school taxes will be higher than the cost of educational services for school age children of the future residents of the project.

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

EXHIBIT 5

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

EXHIBIT 5

REZONING OF 4774 & 4780 SHERIDAN DRIVE FROM R-3 TO R-4

Question 16(A)(1): **State in detail why the proposed zoning is consistent with the adopted Town of Amherst Bicentennial Comprehensive Plan. Cite specific sections, maps and/or figures in the plan that support the proposed zoning at this location.**

Response to Question 16(A)(1): The Town of Amherst adopted the Bicentennial Comprehensive Plan in January of 2007 after completing a lengthy planning process that included numerous public meetings and public hearings involving the Comprehensive Plan Advisory Committee, the Planning Board and the Town Board.[1] On December 14, 2020, the Town Board most recently adopted amendments to the Bicentennial Comprehensive Plan. The proposed residential project consisting of two-family buildings comprised of upscale residential units for sale is consistent with the adopted Comprehensive Plan and the land uses in the vicinity of the Project Site that includes various zoning classifications including R-3, R-4, MFR-5, MFR-6 and RC. A color excerpt of the Town of Amherst Zoning Map is attached as **Exhibit "8"**.

Question 16(A)(2): **Cite all text, map, and/or figures that must be amended to support the proposed zoning at this location and provide detailed suggested amendments.**

Response to Question 16(A)(2): The proposed project is consistent with the Comprehensive Plan and such there is not a need to amend the Comprehensive Plan to accommodate the proposed residential project consisting of two-story units with attached garages for sale.

---

[1] A copy of the resolution adopted by the Town Board for the purpose of adopting the Bicentennial Comprehensive Plan pursuant to Town Law Section 272-a is included at the beginning of the Comprehensive Plan. This resolution recites the lengthy planning history that incorporated numerous opportunities for public input as well as a coordinated environmental review pursuant to SEQRA that involved the preparation a Generic EIS and the issuance of a Findings Statement.

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Question 16(A)(3): State why the proposed zoning is consistent with intent and objectives (Sec. 1-2-2) of the Zoning Ordinance:

Response to Question 16(A)(3): Section 1-2-1 of the Zoning Code is titled "Purpose" and it states as follows:

> *"The purpose of this Zoning Ordinance and the intent of the legislative authority in its adoption is to promote the environment of the town and its public health, safety, convenience, comfort, prosperity and the general welfare by regulating the use of buildings, other structures and land for residences, open space, public facilities, business, services, industry or other purposes; by regulating and restricting the bulk, height, design, building coverage and location of structures; by regulating and limiting population density; and for the aforesaid purposes, to divide the land within the limits of the town into districts of such number and dimensions generally consistent with the policies of the Comprehensive Plan and to provide procedures for the administration and amendment of said Zoning Ordinance."*

The requested rezoning of the Project Site from R-3 to R-4 to accommodate the proposed residential project consisting of units for sale on the Project Site is consistent with the "Purpose" of the Zoning Code. Section 1-2-2 of the Zoning Code sets forth the objectives of the Zoning Code. This section of the Zoning Code lists thirteen objectives that are discussed below as follows:

A. To protect the character and values of residential, institutional and public uses, business, commercial and manufacturing uses and to insure their orderly and beneficial development;

Response: The proposed rezoning of the Project Site will be consistent with the objective of protecting the character and value of existing land uses. The proposed rezoning will allow the contaminated Project Site to be developed as a 2-story buildings consisting of two units each [22 total units] with attached garages, which represents orderly and beneficial development.

B. To provide adequate open spaces for light, air and outdoor uses to include public, common and private open space areas;

Response: The proposed rezoning of the Project Site will not be inconsistent with this objective.

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

C. To prevent overcrowding of land;

Response: The proposed project will not result in the overcrowding of land. The project is consistent with the type of development designated as appropriate for the Project Site per the adopted Comprehensive Plan.

D. To prevent excessive concentration of population and to prevent spare and uncoordinated development;

Response: The proposed rezoning of the Project Site will not result in excessive concentration of population and the residential project represents an example of coordinated development.

E. To regulate and control the location and spacing of buildings on the lot and in relation to the surrounding property generally consistent with the policies of the Comprehensive Plan.

Response: The responses to the Questions in Section 16 provided above sets forth the reasons the proposed rezoning is consistent with the policies of the Comprehensive Plan.

F. To protect persons and property from damage and injury due to fire or flood;

Response: The Project Site is not located in a regulated floodway or 100 yr. floodplain. The Site Plan Application review process will trigger the need for an Engineer's Report to be prepared by a licensed engineer to be prepared for review and approval by the Town's Engineering Department. The project will not increase the likelihood of damage and injury due to fire and flood. The proposed upscale residential buildings will be constructed per the stringent requirements of the NYS Building Code including the fire safety standards contained therein.

G. To preserve and protect significant natural features and vegetation, thereby preventing ecological damage and visual blight which occur when those features or vegetation are eliminated or substantially altered to serve development purposes only.

Response: The proposed rezoning and the proposed project will not be inconsistent with this objective. There are not significant natural features located on the Project Site.

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

H. To assure that structure and land use arrangements are aesthetically harmonious with nearby areas and structures.

Response: The development of the Project Site in a manner consistent with the Concept Site Plan [Drawing C-100] prepared by Carmina Wood Design submitted with this Rezoning Application will be aesthetically harmonious with nearby areas and structures.[2]

I. To regulate the location of buildings and intensity of uses in relation to streets according to plans so as to cause the least interference with and be damaged least by traffic movements and hence result in lessened street congestion and improved public safety.

Response: The proposed project will have a driveway connection to Sheridan Drive. There are currently three curb cuts from the Project Site onto Sheridan Drive.

J. To establish zoning patterns that insure economical extensions for sewers, water supply waste disposal and other public utilities, as well as development of recreation, schools and other public facilities;

Response: The Project Site has access to sanitary sewer and water lines as well as necessary public utilities to service the proposed residential project.

K. To guide the future development of the town so as to being the gradual conformity of land, structures and uses generally consistent with the policies of the Comprehensive Plan.

Response: The proposed rezoning of the Project Site is consistent with this objective since the proposed use is consistent with the policies contained in the Comprehensive Plan.

L. To accomplish the specific intents and goals set forth in the introduction to the respective sections.

Response: The proposed rezoning of the Project Site is consistent with this objective.

---

[2] A reduced-size copy of the Concept Site Plan [Drawing C-100] is attached as **Exhibit "6"**.

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

M. To protect the community from visual pollution resulting from the unregulated use of signs and other advertising devices.

Response: The proposed rezoning and the proposed project will not be inconsistent with this objective.

Question 16(C): Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:

Response to Question 16(C): The proposed rezoning of the Project Site is compatible with the present zoning and conforming uses of nearby properties and the character of the neighborhood which includes a mixture of uses and zoning classifications.

Question 16(D): Suitability of the subject property for uses permitted by the current versus the proposed district:

Response to Question 16(D): The Project Site is not suitable for uses permitted by the existing R-3 zoning classification since the development of the Project Site as single-family homes for sale on individual lots is a project type that would enable remediation of the existing contamination per the standards of the NYSDEC Brownfield Cleanup Program. The proposed project to be developed as permitted by the R-4 zoning classification represent a suitable use of the Project Site.

Question 16(E): Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the Town:

Response to Question 16(D): The proposed change in the zoning classification of the Project Site from R-R-3 to R-4 to accommodate the proposed project will have positive impacts on the balance of uses in the Town by providing two-unit buildings consisting of upscale residential uses for sale, which will be attractive to empty nesters and seniors. This project type is uncommon in the Town of

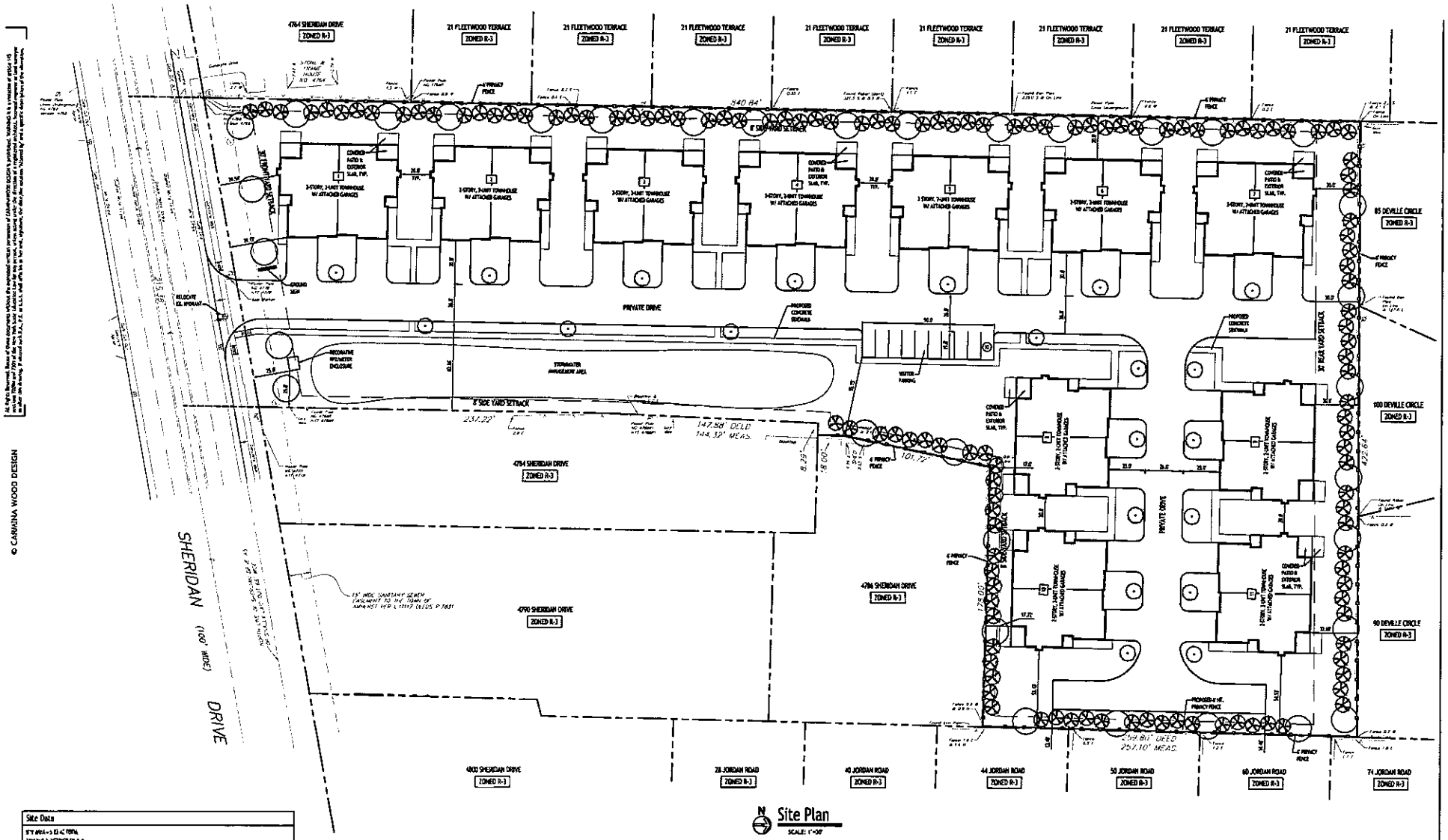
Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Amherst and the adopted Comprehensive Plan recognizes the need for a diverse range of residential housing choices including those that are attractive to seniors.

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

EXHIBIT 6

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))



Site Plan
SCALE: 1"=50'

Site Data

	REQUIRED	PROVIDED
FRONT	30 FT.	36.13 FT. (MIN.)
SIDE	8 FT. / 30 FT. (COMBINED)	12 FT. MIN. / > 30 FT. (COMBINED)
REAR	30 FT.	30 FT. MIN.
BUILDING DENSITY:	22	22
[illegible] AREA (3-BDRM)	1400 SF	> 1400 SF
[illegible] ZONE CONFIG:	10.5 (1.76 AC)	1.54 AC (23.7%)
[illegible] HEIGHT:	35 FT.	< 35 FT.
[illegible] (TYP.*)	44	54 SURFACE + 44 GARAGE SPACES = 98 TOTAL
[illegible]	> 35 AC (75%)	> 75%

* REQUIRED

PARKING CALCULATION:
"MULTI-FAMILY"
1 SPACES PER UNIT
22 UNITS x 2 = 44 SPACES NEED (TYP.*)

BUILDING DENSITY REQUIREMENTS:
PER R-3 ZONING REQUIREMENTS
1,850 SF / DWELLING
(1.03 AC * 43,560 SF = 239,100 SF / 1,850 SF = 10.5
10 UNITS ALLOWED

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS. CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Proposed Multi-Family
4774 & 4780 Sheridan Drive
Amherst, NY

REVISIONS:
No. Description Date

PRELIMINARY
NOT FOR CONSTRUCTION

DRAWING NAME:
Site Plan
Concept

Date: 7/1
Drawn By: P. St
Scale: As n

DRAWING NO.
C-1

Project No:

© CARMINA WOOD DESIGN

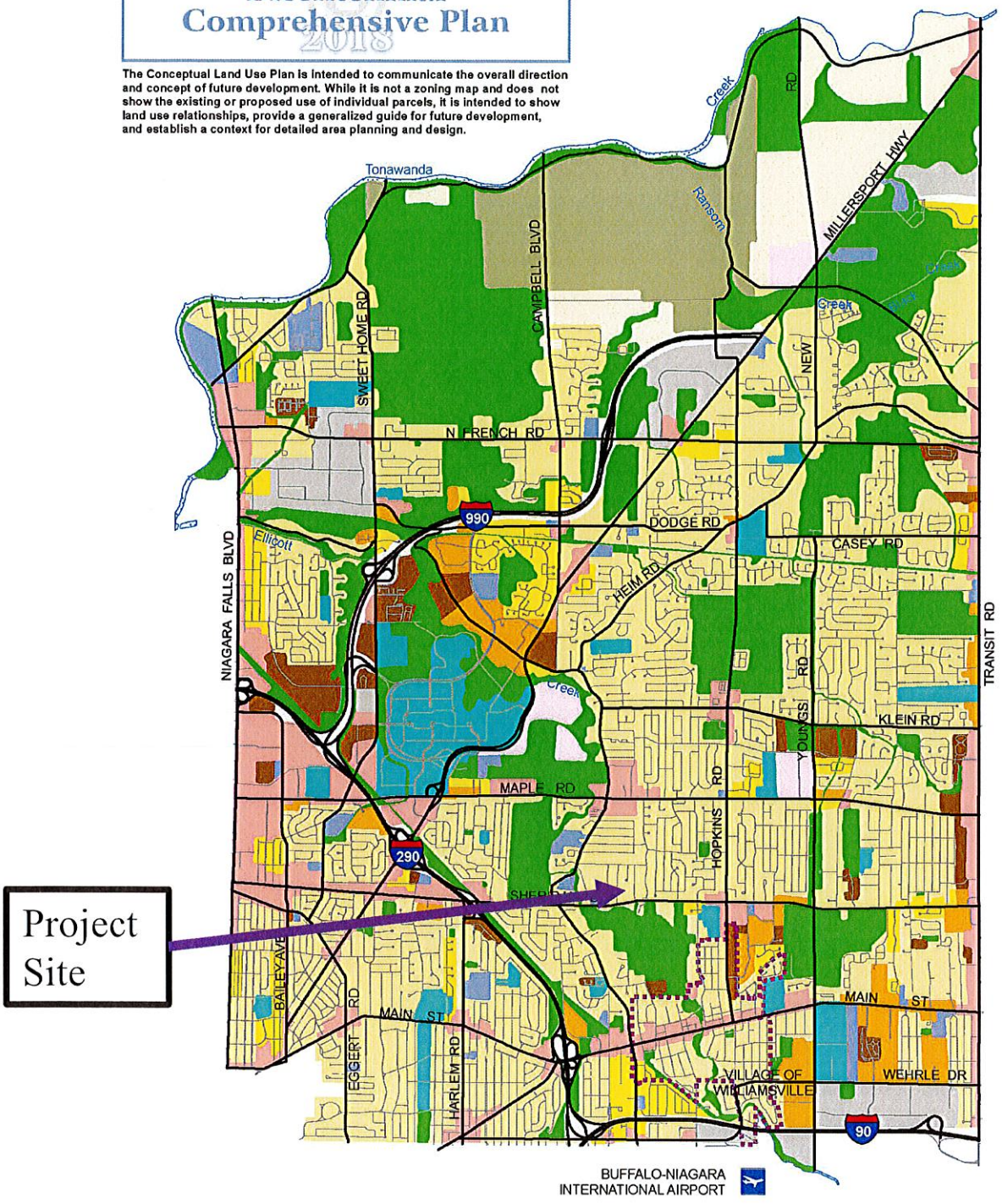
EXHIBIT 7

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Town of Amherst Bicentennial Comprehensive Plan

1818 2018

The Conceptual Land Use Plan is intended to communicate the overall direction and concept of future development. While it is not a zoning map and does not show the existing or proposed use of individual parcels, it is intended to show land use relationships, provide a generalized guide for future development, and establish a context for detailed area planning and design.



Conceptual Land Use Plan

FIGURE 6

- Rural Residential
- Single Family Residential
- Mixed Residential
- Medium Residential
- Commercial / Mixed Use*
- Special Use Center
- Commercial - Office
- Industrial - Office
- Community Facilities
- Educational Campus
- Recreation, Open Space & Greenways
- Agriculture
- Transportation
- Surface Water
- Village of Williamsville Boundary

* See Map Figure 6-A for Additional Designations

SOURCE NOTES:

Original Source Data Provided by the Town of Amherst Information Technology Department, URS Corporation and Wallace Roberts & Todd, LLC

Map Compiled by the Town of Amherst Planning Department

Date: December 2020

N

0 0.25 0.5 0.75 1 1.25

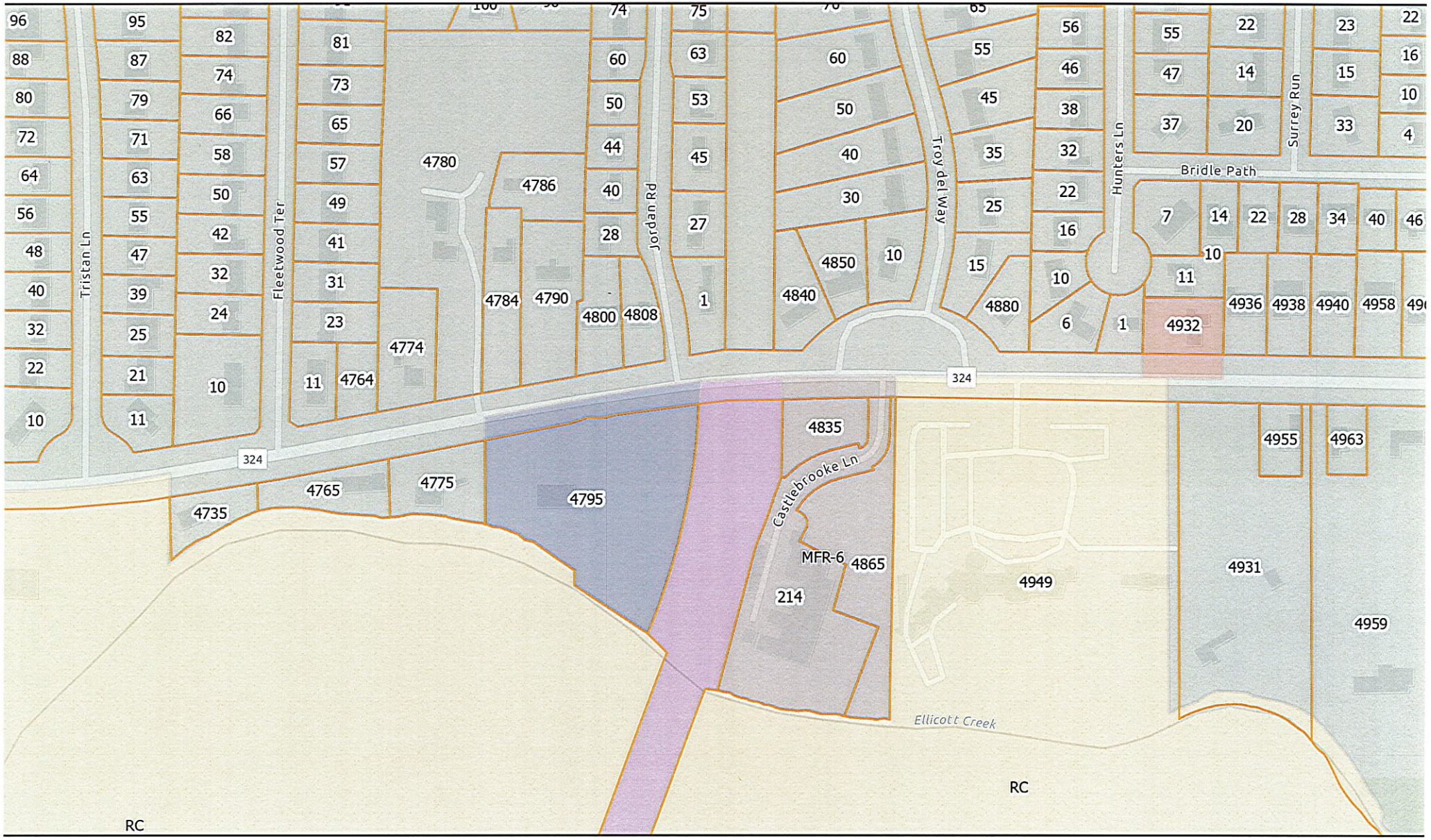
Miles

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

EXHIBIT 8

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

ArcGIS Web Map



Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Esri Community Maps Contributors, Province of Ontario, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA | NYS GIS Clearinghouse -https://gis.ny.gov/ | Federal Emergency Management Age

EXHIBIT 9

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

ArcGIS Web Map



/18/2023, 12:04:03 AM

Parcels

Town Boundary

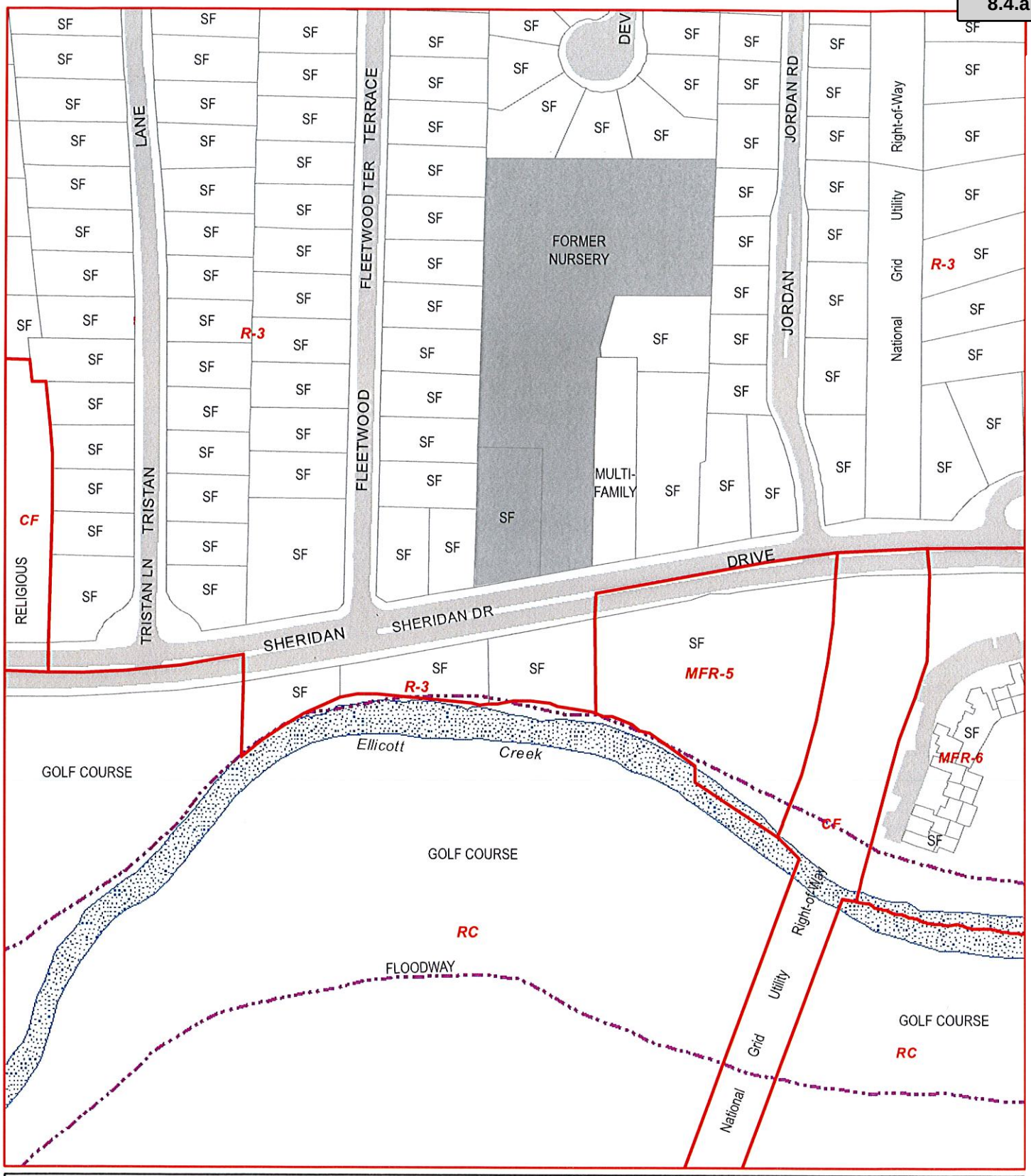
1:4,514

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.17 km

Maxar

NYS GIS Clearinghouse | https://gis.ny.gov | Federal Emergency Management Agency (FEMA) | https://www.fema.gov/node/404213 | Federal Emergency Management Agency (FEMA) | https://www.fema.gov/flood-maps | Erie County GIS | Maxar



Z-2023-07

Request for Rezone 5.03± Acres of Land from R-3 to R-4
Property Located at 4774-4780 Sheridan Drive

Savarino Development Corp., Petitioner

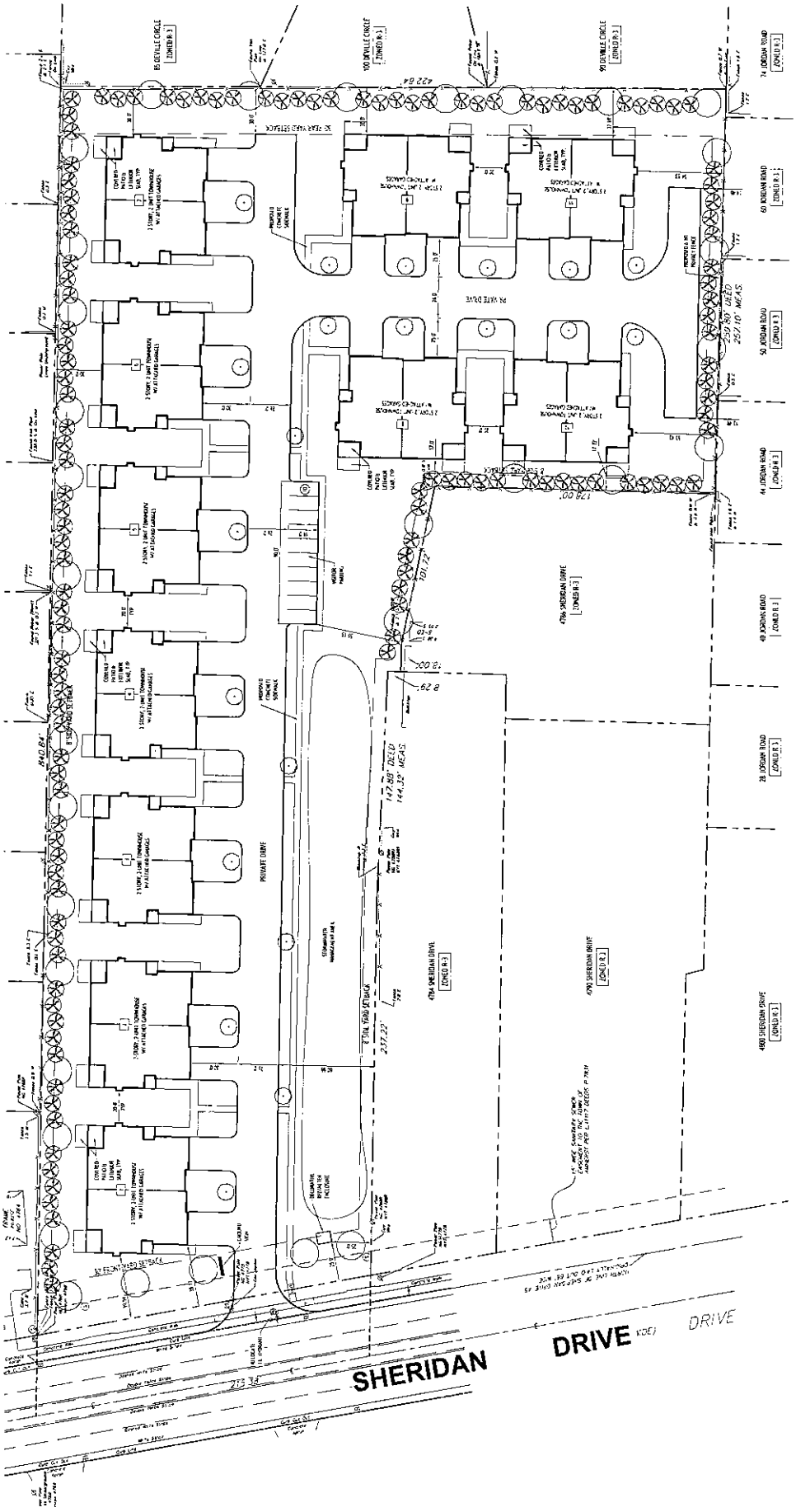
October 19, 2023

4774-4780 Sheridan Drive

Floodway Boundary

Prepared by the Town of Amherst Planning Department

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))



CONCEPT PLAN

Z-2023-07
4774-4780 Sheridan Drive

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))



Z-2023-07

Request for Rezone 5.03± Acres of Land from R-3 to R-4
Property Located at 4774-4780 Sheridan Drive

Savarino Development Corp., Petitioner

October 19, 2023

4774-4780 Sheridan Drive

Floodway Boundary

Prepared by the Town of Amherst Planning Department

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Amherst

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulpa
Supervisor
Daniel C. Howard, A
Planning Director
Daniel J. Ulatowski, A
Assistant Planning Dir

MEMORANDUM

October 27, 2023

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Principal Planner (Planning copy)
Douglas Gesel, Supervising Code Enforcement Officer, Building Department

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO REZONE 5.03± ACRES OF LAND FROM **R-3** TO **R-4**, **Z-2023-07**; PROPERTY LOCATED AT **4774 & 4780 SHERIDAN DRIVE**. RAS DEVELOPMENT COMPANY LLC., PETITIONER.

ENVIRONMENTAL SITE ASSESSMENT:
Received October 27, 2023

This information is for your records. A review is not required at this time.

Please call the Planning Department if additional information is required (631-7051).

Signature: Doug Gesel **Date:** Nov. 8, 2023

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-07_(4774_&_4780_Sheridan_Dr)_2023\Z-2023-07_Rev_Transmittal_102723.doc
cc: Jeff Burroughs, Town Engineer

RECEIVED
OCT 30 2023
TOWN OF AMHERST
BUILDING DEPT

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Town of Amherst, NY
Office of the Assessor
Emily A. Murphy Assessor

5583 Main Street
Williamsville, New York 14221
Phone: (716) 631-7038
www.amherst.ny.us
dmarrano@amherst.ny.us

Memorandum

November 6, 2023

To: Francina Spoth, Town Clerk
Re: Petition – 4774 & 4780 Sheridan Dr

The protest petition for 4774 & 4780 Sheridan Dr has been signed by the required property owners as stated in Town Law §265 (1) paragraph's (a) (b) or (c). The Super Majority calculations are based on three tests:

(a) The owners of 20% or more of the area of land included in such proposed change; or
(b) The owners of 20% or more of the area of land immediately adjacent to that land included in such proposed change, extending 100 feet therefrom; or
(c) The owners of 20% or more of the area of land directly opposite thereto, extending 100 feet from the street frontage of such opposite land.

Therefore a super majority vote will be required to enact the change in zoning, as it relates to 4774 & 4780 Sheridan Dr.

Should you have questions, please feel free to contact me.

Emily Murphy
Assessor

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 9
700 Delaware Avenue, Buffalo, NY 14209
P: (716) 851-7165 I F: (716) 851-7168
www.dec.ny.gov

October 19, 2023

Thomas Voigt
Town of Amherst Planning Department
5583 Main Street
Williamsville, New York 14221

Dear Thomas Voigt:

SEQR Lead Agency Coordination
4774/4780 Sheridan Drive Residential Project
Town of Amherst, Erie County

This is to acknowledge receipt of your October 10, 2023, submission regarding the above referenced project under the State Environmental Quality Review Act (SEQR). The Department recommends that the Town of Amherst should act as SEQR Lead Agency, since the environmental impacts of the proposal are primarily of local significance. However please be aware of the following:

1. Information contained in the materials submitted this office indicate that there may be contamination on the project site and the project sponsor may be considering entry into the Brownfield Cleanup Program (BCP). It is recommended that the project sponsor contact Andrea Caprio, NYSDEC Division of Environmental Remediation, to discuss BCP requirements. Andrea Caprio may be reached at: 716-851-7220 or andrea.caprio@dec.ny.gov.

2. The site appears to be within an archaeologically sensitive area based on information obtained through the Cultural Resource Information System (CRIS) on the New York State Office of Parks, Recreation and Historic Preservation's (OPRHP) website at https://cris.parks.ny.gov/. As part of the SEQR process, this concern should be evaluated, unless it can be verified by appropriate documentation that the sites have been significantly disturbed in a way that would destroy potential artifacts. Please recognize that normal agricultural activities, such as plowing, would not constitute such land disturbance. If there are any questions regarding this, contact OPRHP (telephone: 518/237-8643).

3. This proposed project is a Sanitary Sewer Extension or requires a sanitary sewer connection that is designed to convey 2,500 gallons/day or more of municipal sewage that is defined as a Sanitary Sewer Extension, and therefore requires sewer extension approval by the Erie County Health Department, which acts as our agent.

NEW YORK STATE | Department of Environmental Conservation

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

A detailed Downstream Sewer Capacity Analysis must be performed and submitted for this project as part of the Project's Engineering Report. Recent wet weather flow monitoring data and proposed new development flow should be analyzed relative to theoretical capacity at key nodes in the downstream sewer system and at pump stations (if any) to determine if capacity exists.

Recent wet weather system flow data can consist of:

- Comprehensive information from recent Sanitary Sewer System Evaluation Studies, or
- Wet weather data collected at (minimum of 3) key downstream nodes specified by the municipality.
    - This dated information can consist of instantaneous flow measurements or continuous flow or sewer depth measurements obtained during significant wet weather events, preferably during high groundwater conditions. Peak sewer flow recording methods are an acceptable method to collect this information.
    - Depth or flow measurements should continue until a significant wet weather event occurs, but would not have to extend beyond three months. A significant wet weather event is considered to be a daily rainfall amount of ½" or greater.

The Downstream Sewer Capacity Analysis must also contain a narrative and a detailed map showing the downstream routing of sewers from the proposed project site to the Wastewater Treatment Plant. Line sizes, theoretical capacity and pump stations must be identified and included in the analysis.

This Downstream Sewer Capacity Analysis, as well as any required infiltration and inflow (I/I) rehabilitation offset work at a 4:1 ratio, should be part of the Project's Engineering Report. These items must be received as part of a complete sanitary sewer extension plan submission from the municipality (sewer owner) that signs the "Application for Approval of Plans" form. If adequate capacity is not available, the sewer extension will not be approved until an acceptable remediation plan is developed.

4. Since project activities will involve land disturbance of 1 acre or more, the project sponsor, owner or operator is required to obtain a State Pollutant Discharge Elimination System General Permit for Stormwater Discharges from Construction Activity (GP-0-20-001). This General Permit requires the project sponsor, owner, or operator to control stormwater runoff according to a Stormwater Pollution Prevention Plan (SWPPP), which is to be prepared prior to filing a Notice of Intent (NOI) and prior to commencement of the project. More information on this General Permit, as well as the NOI form, is available on the Department's

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

website at www.dec.ny.gov/chemical/43133.html. Information on permitting requirements and preparation of a necessary Stormwater Pollution Prevention Plan (SWPPP) is available on the Department's website at www.dec.ny.gov/chemical/8468.html.

The Town of Amherst is designated as an MS4 community. The project sponsor, owner or operator of a construction activity that is subject to the requirements of a regulated, traditional land use control MS4 shall have their SWPPP reviewed and accepted by the MS4 community. The "MS4 SWPPP Acceptance" form must be signed by the principle executive officer or ranking elected official from the MS4 community, or by a duly authorized representative of that person, and submitted along with the NOI, to the Department at NOTICE OF INTENT, NYSDEC, Bureau of Water Permits, 625 Broadway, 4th Floor, Albany, New York 12233-3505, telephone: 518/402-8111 to receive Department approval before construction commences.

If you have any other questions, please feel free to contact Bruno DiBella of my staff or me at 716/851-7165.

Sincerely,

David S. Denk

David S. Denk
Regional Permit Administrator

BAD/slr

Ecc: Andrea Caprio, NYSDEC Region 9
Savarino Development (c/o Sean Hopkins)

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Amherst

2018.054

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulpa
Supervisor
Daniel C. Howard, AIC
Planning Director
Daniel J. Ulatowski, AIC
Assistant Planning Direct

RECEIVED
OCT 19 2023
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

July 19, 2023

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
SEQR Review Coordinator, NYSDOT
Williamsville School District

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 5.03± ACRES OF LAND FROM **R-3** TO **R-4**, **Z-2023-07**; PROPERTY LOCATED AT **4774 & 4780 SHERIDAN DRIVE**. SAVARINO DEVELOPMENT CORP., PETITIONER.

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: _____

General comments relative to your agency interests: _____

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)
DSCA will be required

Please call the Planning Department if additional information is required (631-7051).

Signature: _____ **Date:** 10/18/23

DU/GP/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-07_(4774&4780_Sheridan)_2023\Z-2023-07_Transmittal_071923.doc
cc: Savarino Development Corp., c/o Sean Hopkins, 5500 Main Street, Suite 343, Williamsville, NY 14221

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Amherst

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulpa
Supervisor
Daniel C. Howard, AIC
Planning Director
Daniel J. Ulatowski, AI
Assistant Planning Direc

RECEIVED
AUG 18 2023
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

July 19, 2023

RECEIVED
OCT 10 2023
TOWN OF AMHERST
PLANNING DEPT.

RECEIVED
JUL 19 2023
TOWN OF AMHERST
BUILDING DEPT

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
SEQR Review Coordinator, NYSDOT
Williamsville School District

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 5.03± ACRES OF LAND FROM **R-3** TO **R-4, Z-2023-07**; PROPERTY LOCATED AT **4774 & 4780 SHERIDAN DRIVE**. SAVARINO DEVELOPMENT CORP., PETITIONER.

REVIEW:

Do you agree with all statements made? No objections

If you do not, briefly state why: _____

General comments relative to your agency interests: _____

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

Please call the Planning Department if additional information is required (631-7051).

Signature: Krista L Halt **Date:** 8/18/23

DU/GP/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-07_(4774&4780_Sheridan)_2023\Z-2023-07_Transmittal_071923.doc
cc: Savarino Development Corp., c/o Sean Hopkins, 5500 Main Street, Suite 343, Williamsville, NY 14221

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Amherst

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulpa
Supervisor
Daniel C. Howard, AIC
Planning Director
Daniel J. Ulatowski, AI
Assistant Planning Direc

RECEIVED
JUL 28 2023
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

July 19, 2023

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
SEQR Review Coordinator, NYSDOT
Williamsville School District

RECEIVED
Williamsville Central School District
JUL 24 2023
Asst Superintendent for
Finance & Management Services

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 5.03± ACRES OF LAND FROM **R-3** TO **R-4, Z-2023-07**; PROPERTY LOCATED AT **4774 & 4780 SHERIDAN DRIVE**. SAVARINO DEVELOPMENT CORP., PETITIONER.

REVIEW:

Do you agree with all statements made? No comment.

If you do not, briefly state why: _____

General comments relative to your agency interests: This is to provide advisement and Notice that the Williamsville CSD does not provide bus service on privat roa

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

Please call the Planning Department if additional information is required (631-7051).

Signature: T Koller Materi **Date:** 7/25/23

DU/GP/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-07_(4774&4780_Sheridan)_2023\Z-2023-07_Transmittal_071923.doc
cc: Savarino Development Corp., c/o Sean Hopkins, 5500 Main Street, Suite 343, Williamsville, NY 14221

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Amherst

2018.054

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulpa
Supervisor
Daniel C. Howard, AIC
Planning Director
Daniel J. Ulatowski, AIC
Assistant Planning Direc

MEMORANDUM

July 19, 2023

RECEIVED
AUG 08 2023
TOWN OF AMHERST
PLANNING DEPT.

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
SEQR Review Coordinator, NYSDOT
Williamsville School District

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 5.03± ACRES OF LAND FROM **R-3** TO **R-4, Z-2023-07**; PROPERTY LOCATED AT **4774 & 4780 SHERIDAN DRIVE**. SAVARINO DEVELOPMENT CORP., PETITIONER.

REVIEW:

Do you agree with all statements made? YES

If you do not, briefly state why: _____

General comments relative to your agency interests: None @ this time

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

Please call the Planning Department if additional information is required (631-7051).

Signature: _____ **Date:** 8/8/23

DU/GP/bf c. SCHaegel
X:\Current_Planning\Files\Rezonings\2023\Z-2023-07_(4774&4780_Sheridan)_2023\Z-2023-07_Transmittal_071923.doc
cc: Savarino Development Corp., c/o Sean Hopkins, 5500 Main Street, Suite 343, Williamsville, NY 14221

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Amherst

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

August 7, 2023

Savarino Development Corp. I
c/o Sean Hopkins, Esq.
5500 Main Street, Suite 343
Williamsville, New York 14221

SUBJECT:	Rezoning Application Review	**Z-2023-07**
	Request:	Rezone 5.03 acres of land from R-3 to R-4
	Property located at:	**4744 & 4780 Sheridan Drive**
	Application received:	July 17, 2023

Dear Mr. Hopkins,

Please consider the following comments:

1. Please clarify if the units will be for sale or lease and correct the applicable document(s). The response to item#14 in the rezoning application (to be leased) conflicts with the project description in Part 1 A of the EAF (for sale).

2. Provide a survey that shows the meets and bounds indicated in the proposed area to be rezoned or add the information to the boundary and topographic survey so that we can accurately compare the two documents to insure that area and property to be rezoned are one in the same. Angles are missing.

3. The following items on the Environmental Assessment Form should be corrected or completed:
   - Item **C.4.a** Sites are located in the Williamsville Central School District, not Amherst Central School District.
   - Item **C.4.c** Sites are located in the Williamsville Fire Protection District, which Hutchinson Hose is part.
   - Item **E.2.h.ii** Clarify the response to wetlands on the site.

2. Note that any other SEQR-related issues raised during the review process for this rezoning must be addressed prior to action by the Planning Board.

3. The subject site is located within an archaeologically sensitive area. An archaeological assessment will be required prior to the Planning Board making a SEQR determination.

4. Provide an 8½ " x 11" reduction of any revised concept plan **and an electronic version** of any revised plans or information submitted for review.

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

This is a review only and does not constitute approval of the Rezoning Request. Should you have questions regarding this correspondence, please contact Scott A. Marshall, Principal Planner at smarshall@amherst.ny.us.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/SM/ac
X:\Current_Planning\Files\Rezonings\2023\Z-2023-07_(4774_&_4780_Sheridan_Dr)_2023\Z-2023-07_Pln_Dpt_Rvw_8042023.doccc:

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Amherst

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulpa
Supervisor
Daniel C. Howard, AIC
Planning Director
Daniel J. Ulatowski, AIC
Assistant Planning Direc

MEMORANDUM

July 19, 2023

RECEIVED
JUL 26 2023
TOWN OF AMHERST
PLANNING DEPT.

RECEIVED
JUL 19 2023
TOWN ATTORNE

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
SEQR Review Coordinator, NYSDOT
Williamsville School District

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 5.03± ACRES OF LAND FROM **R-3** TO **R-4**, **Z-2023-07**; PROPERTY LOCATED AT **4774 & 4780 SHERIDAN DRIVE**. SAVARINO DEVELOPMENT CORP., PETITIONER.

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: –

General comments relative to your agency interests: –

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.) –

Please call the Planning Department if additional information is required (631-7051).

Signature: Nora B Robshaw **Date:** 7/24/23

DU/GP/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-07_(4774&4780_Sheridan)_2023\Z-2023-07_Transmittal_071923.doc
cc: Savarino Development Corp., c/o Sean Hopkins, 5500 Main Street, Suite 343, Williamsville, NY 14221

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Amherst

Town of Amherst Planning Department *Erie County, New York*

RECEIVED
JUL 21 2023
TOWN OF AMHERST
PLANNING DEPT.

Brian J. Kulpa
Supervisor
Daniel C. Howard, AIC
Planning Director
Daniel J. Ulatowski, AI
Assistant Planning Direc

MEMORANDUM

July 19, 2023

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
SEQR Review Coordinator, NYSDOT
Williamsville School District

RECEIVED
JUL 19 2023
TOWN ATTORNEY

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 5.03± ACRES OF LAND FROM **R-3** TO **R-4**, **Z-2023-07**; PROPERTY LOCATED AT **4774 & 4780 SHERIDAN DRIVE**. SAVARINO DEVELOPMENT CORP., PETITIONER.

REVIEW:

Do you agree with all statements made? Form of local law is acceptable.

If you do not, briefly state why: _____

General comments relative to your agency interests: _____

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

Please call the Planning Department if additional information is required (631-7051).

Signature: _____ **Date:** 7/20/23

DU/GP/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-07_(4774&4780_Sheridan)_2023\Z-2023-07_Transmittal_071923.doc
cc: Savarino Development Corp., c/o Sean Hopkins, 5500 Main Street, Suite 343, Williamsville, NY 14221

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

TOWN OF AMHERST

ASSESSOR'S OFFICE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE: 716-631-7038
FAX 716-631-7144

Emily A. Murphy
Assessor
emurphy@amherst.ny.us

MEMORANDUM

TO: Daniel Ulatowski, AICP, Associate Planning Director
Douglas Gesel, Supervising Code Enforcement Officer
Jeff Burroughs, Town Engineer
Scott Marshall, Principle Planner

FROM: Bonnie B. Arnold, Real Property Appraiser

DATE: July 21, 2023

SUBJECT: Request to Rezone 5.03±Acres of Land from R-3 to R-4,Z-2023-07
Property Location: **4774 & 4780 Sheridan Drive**
Petitioner: **Savarino Development Corp**

Site plan Approved as submitted. If rezone is for the construction of single family homes with condo status then the Assessor's office opposes.

cc: Savarino Development Corp, c/o Sean Hopkins, Hopkins, Sorgi & McCarthy, 5500 Main Street, Suite 343, Williamsville, NY 14221

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Fadel, Bryan

From: Voigt, Thomas J.
Sent: Monday, October 16, 2023 11:45 AM
To: Carrato, Amy
Cc: Fadel, Bryan
Subject: FW: proposed development on Sheridan Dr (formerly Gleason's Nursery)
Attachments: 2023.10.15 letter with exhibits.pdf

See attached and below

Thomas Voigt, Assistant Planner
Town of Amherst Planning Department
5583 Main St. Williamsville, NY 14221
Phone: (716) 631-7051 ex. 7118

From: Kelsey Granville <Kgranville@Petersoncos.com>
Sent: Monday, October 16, 2023 11:32 AM
To: Voigt, Thomas J. <tvoigt@amherst.ny.us>
Cc: David Granville <dgranvilleus@yahoo.com>; Elliot Frank (charles.elliot.frank@gmail.com) <charles.elliot.frank@gmail.com>
Subject: RE: proposed development on Sheridan Dr (formerly Gleason's Nursery)

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Re: Pending Development Project: Z-2023-07 (by Savarino Development Corp. I changed to RAS Development Company LLC "Savarino" as
Petitioner)
Planning Board Item 27793
Request to Rezone 5.03+/- Acres of Land from R-3 to R-4
SUB-2018-03PP (by Morgan Homes of WNY, Inc. as Petitioner)
And
SUB-2019-01SK (by David F. Granville, POA for Paul and Annette Granville as Petitioner)

Mr. Voigt,

See below and the attached letter with exhibits for inclusion in the record regarding pending development project Z-2023-07. Copied on this email is C. Elliot Frank, the owner of 4784 Sheridan Drive.

Our position remains unchanged.

We are IN SUPPORT of lawful, respectful, thoughtful, comprehensive development.

We are OPPOSED to the development of 4774 and 4780 without the development of 4784, 4786, and 4790 as it will greatly diminish the value of 4784, 4786 and 4790.

Thank you for your consideration.

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Sincerely,

Kelsey Granville, Executor for the Estate of Annette Granville

-----Original Message-----
From: David Granville <dgranvilleus@yahoo.com>
Sent: Tuesday, October 10, 2023 5:11 PM
To: tvoigt@amherst.ny.us
Cc: Kelsey Granville <Kgranville@Petersoncos.com>
Subject: proposed development on Sheridan Dr (formerly Gleason's Nursery)

Dear Mr Voigt,
Thank you for taking the time to speak briefly this afternoon about the above referenced development.
CC'ing my brother Kelsey Granville who will forward the letter recommended.
We had submitted an application with regard to the previously proposed development which we will reference.
Thank you again,
Dave Granville
716-440-0423

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more Click Here.

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Paul and Annette Granville
4790 Sheridan Drive
Williamsville, NY 14221

October 15, 2023

Town of Amherst Planning Board
5583 Main Street
Williamsville, NY 14221

Subject: Pending Development Project Z-2023-07 - Savarino Development Corp. I (changed to RAS Development Company LLC), "Savarino" as Petitioner
Planning Board Item 27793
Request to Rezone 5.03+/- Acres of Land from R-3 to R-4 (4774 & 4780 Sheridan Dr.)

Dear Planning Board Members (Gilmour, Chmiel, Gill, Giuliani, Kahn, Penberthy, and Raffaele) and Councilmember Berger:

Our family owns three contiguous parcels immediately east of Savarino's proposed development (4784, 4786, and 4790 Sheridan Drive) and also owns an adjacent parcel (40 Jordan Road). The four Granville Family parcels total about 2.5 acres.

We are IN SUPPORT of lawful, respectful, thoughtful, comprehensive development.

We are OPPOSED to the proposed Savarino's proposed development of 4774 and 4780 without consideration of the future development of Granville Family properties, thus greatly diminishing the value of said properties by eliminating the possibility of future development consistent with the Town Comprehensive Plan.

Before rendering a decision on the subject request, please be aware of the following:

- Savarino has failed to perform the required due diligence per the requirements of the application. See attached Exhibit A with comments to Savarino's application.
- Savarino's proposed development of 4774 & 4780 is "speculation" by definition - the practice of buying property with the intention of reselling it at a higher price in the near future.
- Savarino's proposed development includes a rezoning request in order to minimize risk and maximize profits.
- Savarino will only move forward with the development if the Planning Board grants the rezoning request. This is because the rezoning of the land INCREASES the value.
- Savarino will abandon the application if the Planning Board rejects the rezoning request. Savarino banked on buying the land at a price that is only justified with a zoning change.
- By the same token, any future proposed development of 4784, 4786 & 4790 is also "speculation" by definition.
- It is possible the Planning Board takes the position that they MUST make a decision based ONLY on the merits of the Savarino plan (4774 & 4780), and NOT take into consideration any future development plan (of 4784, 4786 & 4790) because that future development is considered to be "speculation".
- Both plans are "speculation" and the Planning Board MUST NOT abandon its authority and responsibility and remember to take into account the adjacent and neighboring properties.

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

- Granville's subdivision application (SUB-2019-01SK) predates Savarino's rezoning application (Z-2023-07).

In conclusion, our position remains unchanged. It is consistent with the Planning Board's APPROVAL of the previously submitted subdivision application on the condition that the proposed "private" road be designated as "public".

A Granville Family representative plans to attend and speak as neighborhood spokesperson at the public meeting on Thursday, October 19. We will continue our efforts to work together to help new residential development contribute to the future improvements of the Town of Amherst. I welcome the opportunity to discuss this matter with each of you directly. I can be reached by email at kgranville@petersoncos.com or by phone at (703) 887-7375.

Sincerely,

Kelsey F. Granville
Executor, Estate of Annette Granville

Enclosures
Exhibit A: Comments to Savarino's Application
Exhibit B: January 16, 2019 letter
Exhibit C: January 29, 2019 letter
Exhibit D: February 20, 2019 letter
Exhibit E: March 18, 2019 letter
Exhibit F: Erie County On-Line Mapping Application (maps)
Exhibit G: March 14, 2019 Application (SUB-2019-01SK)

cc: David F. Granville, Executor, Estate of Paul Granville; Sean Hopkins, Esq. (Hopkins Sorgi & McCarthy PLLC), Attorney for Savarino; Town Board; Zoning Board of Appeals

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Exhibit A - Comments to Savarino's Application

- Exhibit 4:
  - Response to Question 11(A): "...the project will result in the clean-up of the contamination…"
  - Fact: the *alleged* contamination can be cleaned up without a rezoning request being granted.
  - Response to Question 11(B)(1): "...the site is appropriate since it is…consistent.."
  - Fact: This is circular reasoning.
  - Response to Question 11(B)(2): "...the existing R-3 zoning classification…would prevent the project from being eligible for entry into the NYSDEC Brownfield Cleanup Program."
  - Fact #1: The lack of entry into the program (and use of funds) does NOT constitute a sufficient reason for a rezoning request to be granted.
  - Fact #2: The *alleged* contamination is NOT the reason for the project not moving forward. SEQR Negative Declaration, Full Environmental Assessment Form (EAF), Geotechnical Report - NO evidence of "contaminated" soil.
- Exhibit 5:
  - Response to Question 16(A)(1): "...the proposed project…is consistent with the Comprehensive Plan."
  - Fact: The response claims to be "consistent" with the Comprehensive Plan, but FAILS to provide any details of how and FAILS to cite any specific supporting documentation.
- The 13 Objectives of the Zoning Code (Section 1-2-2)
  - A. Claim: The proposed development is "orderly and beneficial".
  - Fact: The proposed development is neither "orderly" nor "beneficial".
  - B. Claim: The proposed development provides adequate open spaces for light, air and outdoor uses to include **public**…open space areas."
  - Fact: The proposed development provides INADEQUATE **public** open space areas - NONE.
  - C. Claim: The proposed development will not result in "overcrowding of land".
  - Fact: The proposed development WILL result in overcrowding.
  - D. Claim: The proposed development will prevent "excessive concentration of population and…prevent sparse and uncoordinated development."
  - Fact: It will cause what it claims it will prevent.
  - E. Claim: The proposed development is consistent with the policies of the Comprehensive Plan.
  - Fact: The proposed development is INCONSISTENT with the Comprehensive Plan. The Response FAILS to provide any details of how and FAILS to cite any specific supporting documentation.
  - F. Omitted.
  - G. Omitted.
  - H. Claim: The proposed development is "aesthetically harmonious."
  - Fact: The proposed development is NOT aesthetically harmonious.
  - I. Claim: The proposed development includes a "private" driveway.
  - Fact: The proposed development will result in INCREASED street congestion and DETERIORATED public safety.
  - J. Claim: The proposed development was access to public utilities.
  - Fact: The proposed development will require utility service laterals, and does NOT …
  - K. Claim: The proposed rezoning is "consistent with the Comprehensive Plan."

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

- Fact: This is circular reasoning. This is what Savarino must demonstrate. Savarino does not supply any evidence that supports this claim. In fact, that is why a rezoning request is being made.
- L. Claim: The proposed rezoning is "consistent with this objective."
- Fact: This is circular reasoning. This is what Savarino must demonstrate. Savarino does not supply any evidence that supports this claim. In fact, that is why a rezoning request is being made.
- M. Omitted.

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Exhibit B: January 16, 2019 letter

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Paul and Annette Granville
4790 Sheridan Drive
Williamsville, NY 14221
716-634-3290

January 16, 2019

Town of Amherst
Planning Board
5583 Main Street
Williamsville, NY 14221

Re: SUB-2018-03SK

Dear Planning Board Members (Robert J. Gilmour, Michael J. Chmiel, Esq., Stephanie S. Gelber, Dal Giuliani, Steven L. Herberger, Mary Pfeifer-Shapiro, Daniel J. Ulatowski):

Thank you for the invitation to attend the public hearing on Thursday, January 17, 2019. Below please see our written comments regarding the proposed sketch plan for a "Sheridan Drive Subdivision" located at 4774 & 4780 Sheridan Drive:

We are IN FAVOR of lawful, respectful, thoughtful, comprehensive development, and

We are OPPOSED to unlawful, disrespectful, thoughtless, incomplete development, and

We are IN FAVOR of a subdivision of 4774 and 4780 as "Phase 1" with
Phase 1 representing 12-13 new homes (an INCREASE in taxes for the Town of Amherst), and

We are IN FAVOR of a subdivision of 4784 Front, 4784 Rear and 4790 as "Phase 2" with
Phase 2 representing 6-8 new homes (an INCREASE in taxes for the Town of Amherst), and

We are IN FAVOR of consideration of a sketch plan showing both phases, and

We are OPPOSED to a subdivision of 4774 and 4780 that excludes 4784 Front, 4784 Rear and 4790, and

We are OPPOSED to approving the Sketch Plan that shows only the subdivision of 4774 and 4780.

As residents of 4790 Sheridan for over 50 years, we look forward to continuing as good stewards of properties that increase in value and are assets to the Town of Amherst.

Thank you for your consideration.

Sincerely,

, POA

Kelsey F. Granville, POA on behalf of Paul and Annette Granville

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Exhibit C: January 29, 2019 letter

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Paul and Annette Granville
4790 Sheridan Drive
Williamsville, NY 14221

January 29, 2019

Town of Amherst Planning Board
5583 Main Street
Williamsville, NY 14221

Re: SUB-2018-03SK - proposed sketch plan review for a 14-lot "Sheridan Drive Subdivision" located at 4774 & 4780 Sheridan Drive

Dear Planning Board Members:

This letter serves as a follow-up to our first letter (dated January 16, 2019) as well as a selected summary of the proceedings of the public hearing on Thursday, January 17, 2019. Please see our comments below.

- Lot #13 – the stormwater management (SWM) area
  As proposed by the petitioner, ownership is dedicated to the homeowner's association (HOA).
  We are IN FAVOR of this plan.

- Lot #14 – the "spike" strip to the east of the proposed new road
  As proposed by the petitioner, ownership is dedicated to the homeowner's association (HOA).
  We are OPPOSED to this plan.
  Councilmember Ulatowski made a recommendation that ownership be dedicated to the Town.
  We are IN FAVOR of this recommendation.
  Therefore, the proposed subdivision plan shall be revised to show Lot #14 as a parcel that will be conveyed to the Town. In effect, the property immediately to the east will be granted an easement to the ROW.

- New Road
  As proposed by the petitioner, ownership is dedicated to the Town.
  We are IN FAVOR of this plan.

Many jurisdictions prohibit the creation of "spike" strip lots with the intentional or unintentional purpose of preventing access to adjacent lots from a street right-of-way. The approval of the current proposed subdivision plan without Lot #14 being conveyed to the Town would create a dangerous precedent.

We look forward to continuing to work together to help new residential development contribute to the future improvements of the Town of Amherst.

Thank you for your consideration.

Sincerely,

Kelsey F. Granville, POA on behalf of Paul and Annette Granville

cc: David F. Granville, POA on behalf of Paul and Annette Granville
Rich Stanton, Esq.
Corey Auerbach (Barclay Damon, LLP), attorney for the petitioner

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Exhibit D: February 20, 2019 letter

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Paul & Annette Granville
4790 Sheridan Drive
Williamsville, NY 14221

February 20, 2019

Town Board
Amherst Town Hall
5583 Main Street
Williamsville, NY 14221

Subject: SUB-2018-03SK – Proposed sketch plan review for a 14-lot "Sheridan Drive Subdivision" located at 4774 & 4780 Sheridan Drive

Dear Supervisor Kulpa, Deputy Supervisor Spoth and Councilmembers Berger, Bucki & Lavin:

I am writing to request *your direct and immediate intervention* in a serious matter concerning the proposal from Morgan Homes of Western New York, Inc. ("Morgan") to construct a new subdivision of "high-end homes" at 4774 and 4780 Sheridan Drive. The Granville Family owns three contiguous parcels immediately east of this proposed development (4784 Front, 4784 Rear and 4790 Sheridan Drive) and also owns an adjacent parcel (40 Jordan Road). The four parcels total about 2.5 acres.

On January 17, 2019, Morgan presented a sketch of its development proposal to the Amherst Planning Board. The sketch illustrated a new 14-lot subdivision accessed via a new **PUBLIC** road off of Sheridan Drive. During the meeting, Morgan stated its intent to construct and later deed the new road to the Town of Amherst. Planning Board members supported this portion of the plan. However, the sketch also depicted a narrow "**SPITE STRIP**" separating the new road from the Granville Family's property to the east, which would be owned and controlled by a future homeowner's association. Planning Board members voiced concern over this portion of the plan and asked Morgan to convey both the spite strip and the road to the Town. (Spite strips are commonly used by developers in an effort to prevent road access from neighboring lots, as would be the case with Morgan's proposal.)

Despite the Planning Board's stated objections, Morgan recently submitted a revised sketch of its proposed development to the Town that labels the new road as **PRIVATE**. *This was no mistake* – Morgan **intentionally** revised its proposal and **failed** to comply with the Planning Board's recommendations with intent to cause undue injury to the Granville Family.

For more than 50 years, the now-elderly Paul and Annette Granville have lived at 4790 Sheridan Drive, where they raised six children on a beautiful, secluded property along an otherwise busy thoroughfare. As the years passed, the Granville Family purchased two neighboring properties (4784 Front & 4784 Rear Sheridan Drive) and a third (40 Jordan Road) so that two of their children and Annette's aging mother could live nearby. This arrangement has long served our family well.

Today, however, our family's financial future is in danger, as Morgan's proposed development threatens to severely reduce the value of our property. We welcome the construction of a subdivision at 4774 and 4780 Sheridan Drive, but only if the subdivision meets the following two reasonable conditions that will preserve property values:

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

1) **New road, and all land between said road and the property line of 4784 Sheridan Drive, shall be conveyed to the Town of Amherst prior to the occupancy of any new home constructed in the proposed development.**

   Explanation: *A new road bordering the eastern edge of Morgan's property will bring vehicular traffic within a few feet of two existing Granville Family homes located at 4784 Sheridan Drive. This will dramatically alter the secluded nature of these two homes and reduce the property value. However, if the Town owned the new road and all land between said road and the property line of 4784 Sheridan Drive, the value of all 3 parcels could be preserved as the site of a future housing development with direct access to the new public road.*

2) **New water, sewer, and gas utilities installed to service this subdivision shall have sufficient capacity to support development of equal density on the east and west sides of said road.**

   Explanation: *The viability of any development site depends on access to utility infrastructure. If new water, sewer, and gas utilities are not constructed with sufficient capacity, the future development potential of the 3 parcels would be hampered by the need to upsize the existing utility infrastructure, thereby lowering the value of the properties.*

With all due respect, we kindly ask that you make certain that Morgan's proposed subdivision is **NOT** approved by the Town Planning Board without a formal commitment by Morgan to comply with the two reasonable conditions stated above. At this time, we believe that the only way to resolve this matter without initiating a legal battle is through direct and immediate intervention of our elected officials. We hope you will assist us.

Enclosed, please find our two previous letters regarding Morgan's proposed development. We look forward to continuing to work together to help new residential development contribute to the future improvements of the Town of Amherst. I would welcome the opportunity to discuss this matter with each of you directly. I can be reached at (703) 887-7375.

Sincerely,

Kelsey F. Granville
POA on behalf of Paul & Annette Granville

Enclosures

cc: David F. Granville, POA on behalf of Paul & Annette Granville
Rich Stanton, Attorney
Corey Auerbach (Barclay Damon, LLP), Attorney for Morgan

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Exhibit E: March 18, 2019 letter

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Paul & Annette Granville
4790 Sheridan Drive
Williamsville, NY 14221

March 18, 2019

Zoning Board of Appeals
Amherst Municipal Building
5583 Main Street
Williamsville, NY 14221

Subject: Morgan Homes of Western New York, Inc.
APPEAL UNDER SECTION 280-a(3) of the NYS TOWN LAW
Subdivision on a Private Road (4774 & 4780 Sheridan Drive)

Dear Zoning Board Chairman Radens and Members Kahn, Nichols, Pollack and Shields:

Before rendering a decision on the subject appeal, please be aware that Morgan Homes of Western New York Inc. ("Morgan") has defied the recommendations of the Town of Amherst Planning Board. This action is contrary to the interests of the Town and causes undue injury to the Granville Family. Our family owns three contiguous parcels immediately east of Morgan's proposed development (4784 Front, 4784 Rear, and 4790 Sheridan Drive) and also owns an adjacent parcel (40 Jordan Road). The four parcels total about 2.5 acres.

For details on this matter, including an explanation of how Morgan's current development plans threaten to severely reduce the value of our property, please see the enclosed letter to the Amherst Town Board, dated February 20, 2019.

Additionally, we have submitted an application for a proposed subdivision (File #SUB-2019-01SK for "4790 Sheridan Drive") on land adjacent to Morgan's development. The two alternatives of the sketch plan are attached with a summary below.

- Alternate #1 assumes the proposed road by Morgan is made PUBLIC and the new lots will be serviced by the road shown in Morgan's sketch plan.
- Alternate #2 assumes the proposed road by Morgan remains PRIVATE and a second road running parallel and about 20 feet to the east of Morgan's road will be needed.

A Granville Family representative plans to attend and speak at tomorrow's meeting. We will continue our efforts to work together to help new residential development contribute to the future improvements of the Towr of Amherst. I would welcome the opportunity to discuss this matter with each of you directly. I can be reachec by email at kgranville@petersoncos.com or by phone at (703) 887-7375.

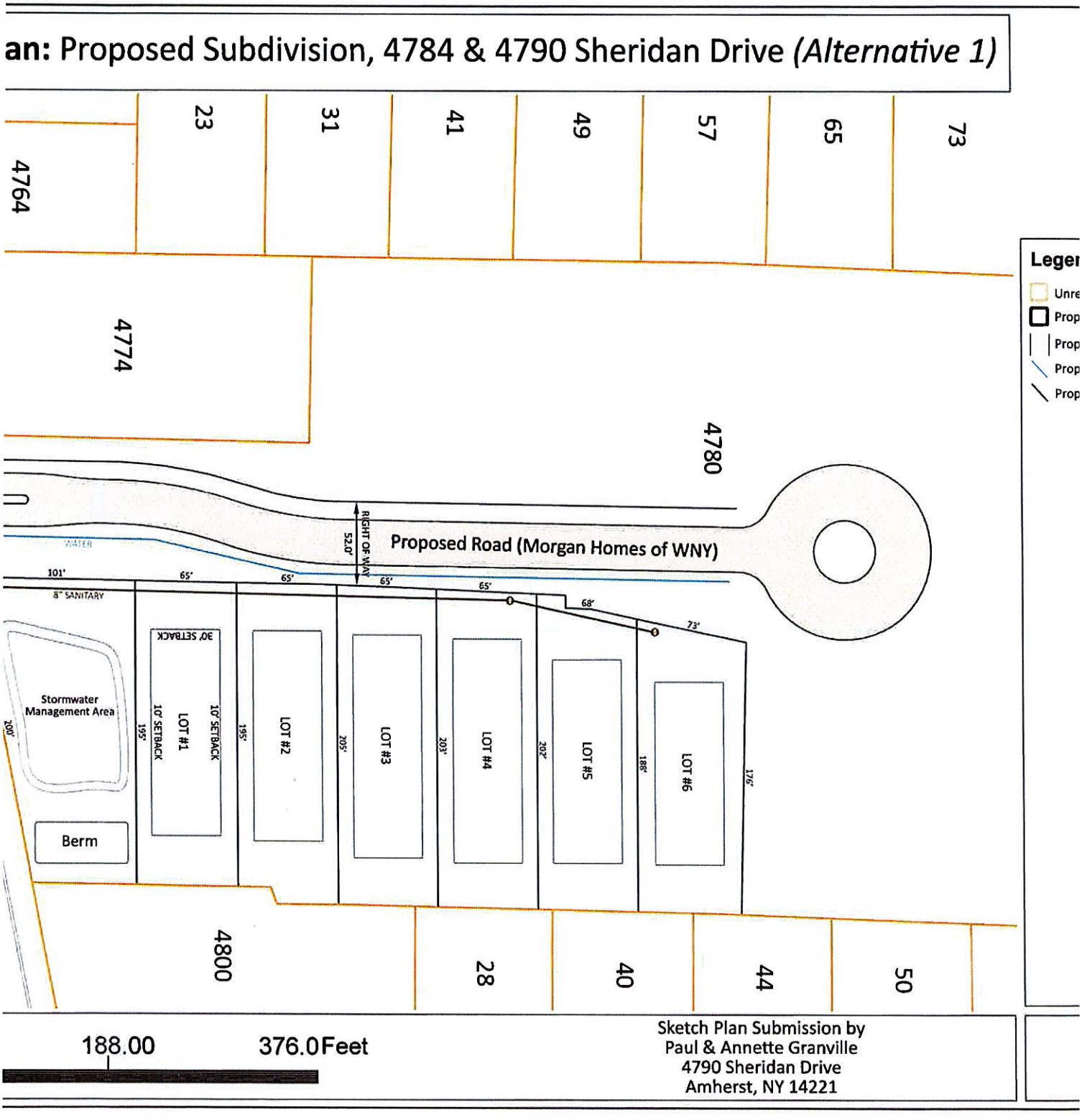
Sincerely,

Kelsey F. Granville
POA on behalf of Paul & Annette Granville

Enclosures

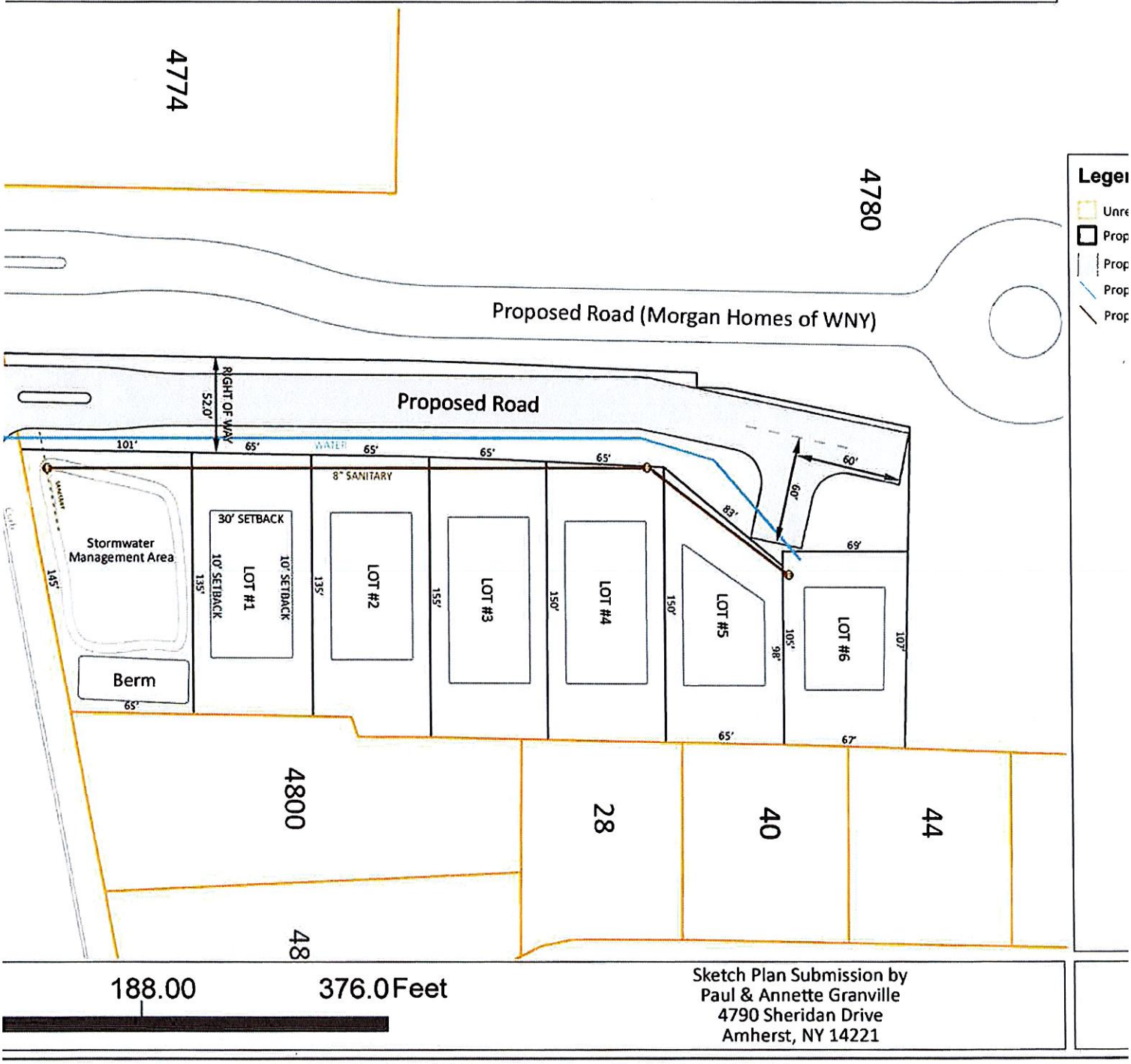
cc: David F. Granville, POA on behalf of Paul & Annette Granville; Corey Auerbach (Barclay Damon, LLP) Attorney for Morgan; Town Board; Planning Board

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))



Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

lan: Proposed Subdivision, 4784 & 4790 Sheridan Drive *(Alternative 2)*

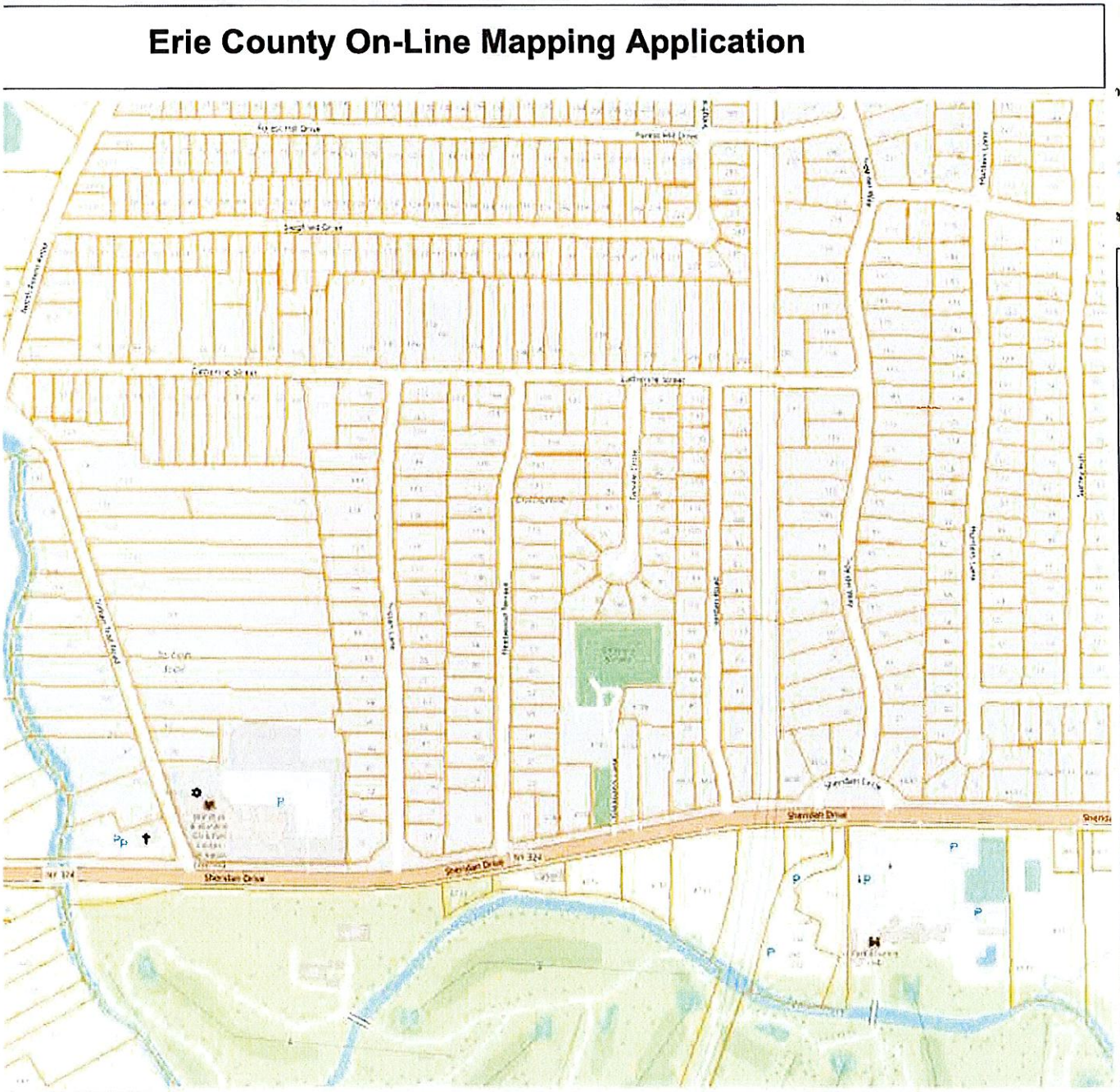


Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Exhibit F: Erie County On-Line Mapping Application (maps)

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Erie County On-Line Mapping Application



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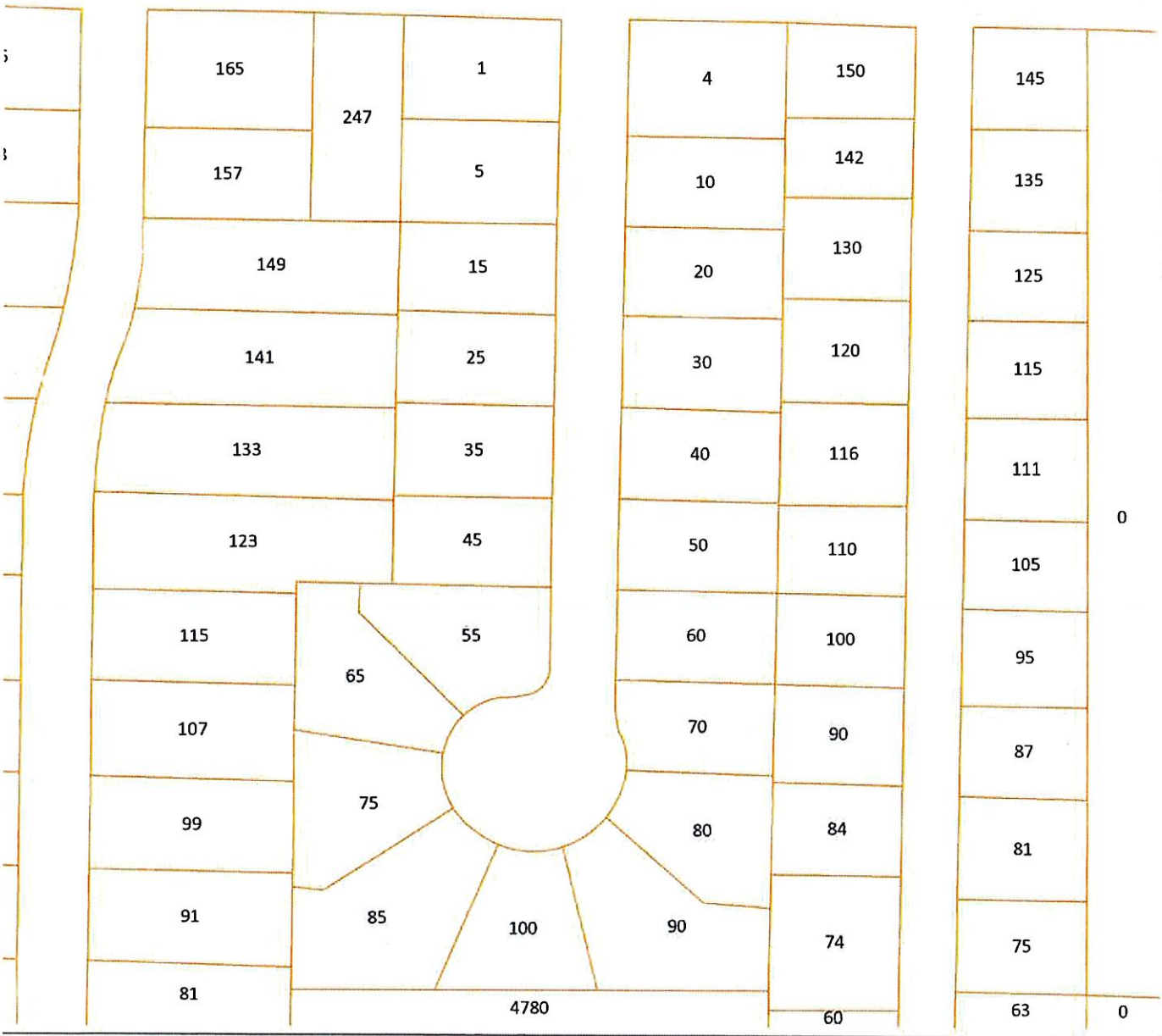
ERIE COUNTY
DEPARTMENT OF ENVIRONMENT & PLANNING
OFFICE OF GIS

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

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Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Erie County On-Line Mapping Application



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ERIE COUNTY
DEPARTMENT OF ENVIRONMENT & PLANNING
OFFICE OF GIS

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

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Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Erie County On-Line Mapping Application



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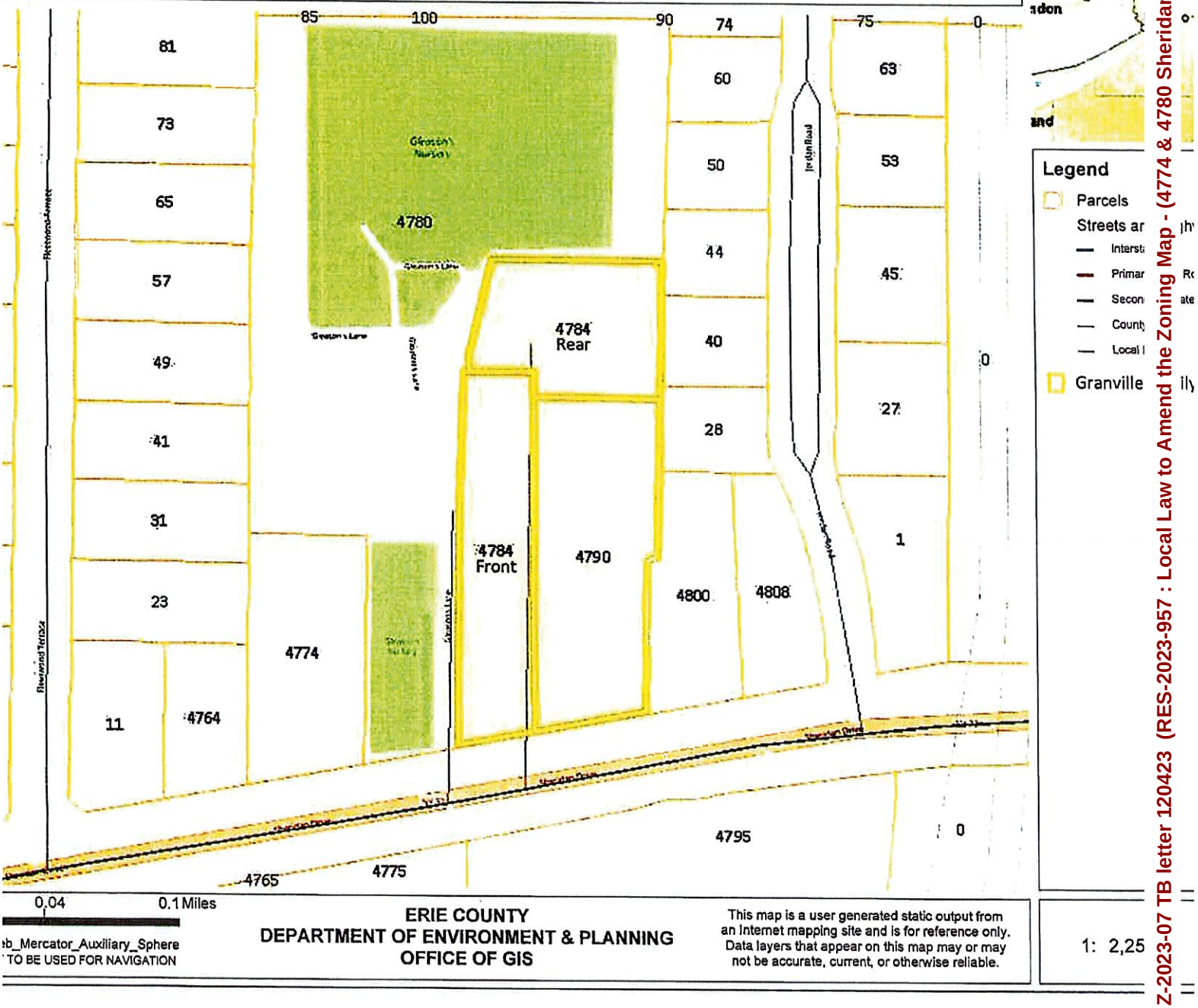
ERIE COUNTY
DEPARTMENT OF ENVIRONMENT & PLANNING
OFFICE OF GIS

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1: 2,

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Attachment A: Map of Granville Family Properties



Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Exhibit G: March 14, 2019 Application (SUB-2019-01SK)

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

RECEIVED
MAR 14 2019
TOWN OF AMHERST
PLANNING DEPT.

TOWN OF AMHERST PLANNING DEPARTMENT

Application Subdivision Review

File # SUB-2019-015K For Official Use Only

Type of Subdivision Application (check one): Acreage 2± acres Fee $ 1,150.00

Address Verified by Assessor's Office

Verified By _____ Date _____

Sketch Plan		✓
Preliminary Plat		
Final Plat		

		Fill In Applicable Fees
Sketch Plan		
Preliminary Plat		
1 acre of less	$1,150.00	✓
Each Additional acre or fraction thereof	$1,250.00	
Amendments to Subdivisions	$ 650.00/acre	
Request for Relief of / or Change to Conditions of Subdivision Approval	$1,150.00	
Request for Extension of Subdivision Approval	$1,150.00	
Stormwater Pollution Prevention Plan	$ 450.00	
1-4.99 Acres	$ 500.00	
5-10 Acres	$ 750.00	
>10 Acres	$1,000.00	
Affidavit Fee for Public Hearing	$ 15.00	
Final Plat	$ 450.00	
	TOTAL FEE:	$ 1,150.00

Materials Received by Planning Department

RECEIVED BY _____ DATE 3/14/19

Materials Accepted by Town Clerk & Fee Paid

RECEIVED BY _____ DATE _____

To Be Completed By Applicant

Petitioner: Name: Paul & Annette Granville

Address: 4790 Sheridan Dr.
Williamsville NY 14221
city state zip code

Phone: 716 440-0423 Fax: _____ E Mail: c/o dgranvillensc Yahoo.com

Rev. 12/08
P:\Carrpina\Application Forms Working Document\Subdivision App.

Town of Amherst Planning Department 5583 Main Street Williamsville-NY-14221
(716) 631-7051- Fax: (716) 631-7153

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

SUBDIVISION REVIEW AND APPROVAL PROCEDURE con't.

Representative (Architect, Engineer, Landscape Architect, Surveyor, or Attorney):

Name: Kelsey Granville, POA

Address: 8612 Acorn Circle

Vienna, VA 22180
city state zip code

Phone: 703 ~~887~~ 7375 Fax: 703 631-6481

E Mail: kgranville@ pertesoncos.com

Subdivision Name: 4790 Sheridan Drive

Subdivision Location & Address: 4790 Sheridan Drive
4784 Shridan Drive front + rear

Town of Amherst, Erie County, New York

Number of Sublots: 6 + 1 common lot

Land is Presently Zoned R-3

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

ROUX

September 28, 2023

Dan Howard
Planning Director
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Re: Proposed Residential Project
4774 & 4780 Sheridan Drive
Applicant's Rezoning Request from R-3 to R-4 Zoning

Dear Mr. Howard:

Our firm has reviewed previous reports completed by others for the subject property and is working with the applicant, RAS Development Company ("RAS"), in connection with the potential entry into the New York State Department of Environmental Conservation's ("NYSDEC") Brownfield Cleanup Program ("BCP") due to environmental impacts at the site.

As you know, the subject site, totaling approximately 4.4 acres of land, is located on the north side of Sheridan Drive in the Town of Amherst. The site has been utilized as a nursery since at least the 1950s. The historic use of the Site as a nursery, and the apparent use of pesticides, have contaminated the site, which will require remediation prior to redevelopment of the property. Based on the results of environmental investigations, evidence of a release of pesticides was identified based on the analytical results. Specifically, certain pesticide compounds were detected above the NYSDEC Residential Soil Cleanup Objectives ("RSCOs"). We understand that RAS intends to apply to and enter the site into the BCP, which includes oversight and guidance from the NYSDEC and provides a release of environmental liability upon successful completion of the remedy and NYSDEC issuance of a Certificate of Completion ("COC").

Cleaning up and removing hazardous substances and other contaminants from Brownfield sites reduces the risk of human exposure to harmful substances and improves the quality of air, soil, and water in affected areas. Developers such as RAS must ensure that their Brownfield site has been remediated to the rigorous standards enforced by the NYSDEC and the New York State Department of Health ("NYSDOH"). Only after the site has been remediated to the satisfaction of the NYSDEC and NYSDOH will the state allow the land to be redeveloped.

To remedy the existing known site conditions to allow the current proposed use, the two most likely and cost-effective options to remediate the site are either: 1) a Track 4 Restricted-Residential Cleanup, whereby the highest concentrations of contaminants are removed, and the remainder of the site is covered with clean soil or hardscape (e.g., pavement, concrete slabs); or 2) a Track 1 Unrestricted Cleanup, whereby all of the contaminated soil is removed from the site. Either of these options requires significant financial investment to remediate the property.

209 Shafter Street ■ Islandia, New York 11749 ■ +1.631.232.2600 ■ www.rouxinc.com
California ■ Illinois ■ Massachusetts ■ New Jersey ■ New York ■ Texas ■ Virginia

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

We understand that RAS intends to remediate the site under the BCP to a Track 4 Restricted-Residential standard, which allows for apartment buildings and condominium redevelopments. We further understand that RAS has proposed to redevelop the property in a restricted-residential capacity and sell the units to buyers under a condominium form of ownership.

Under a Track 4 cleanup, all property falling within the Brownfield Cleanup site boundaries will require certain post-remedial controls, restrictions, and ongoing monitoring and reporting obligations, which must be maintained in perpetuity. Such obligations are a condition of the BCP Certificate of Completion. This ongoing obligation makes subdividing and selling off parcels of this particular Brownfield site to individual homeowners, as a developer might do with a traditional subdivision, impractical, and certainly much less marketable. An individual homeowner is unlikely willing to undertake the post-remedial obligations required under the BCP. Furthermore, if liability and/or ongoing obligations are subdivided, there would now be multiple individual homeowners having to responsibility to report to DEC. DEC strongly discourages such arrangements for BCP sites. A condominium structure is essential to avoid this issue and help ensure proper monitoring, maintenance, and reporting. Simply stated, classifying the individual residential units as condominiums will ensure that a single entity - the condominium association - owns the land and is responsible for all post-remedial monitoring, maintenance, and reporting associated with the BCP.

In addition to ensuring that existing contamination at the Property is remediated properly, the BCP also generates tax credits that help offset cleanup costs and encourage the costly remediation and redevelopment of contaminated property. Here, the tax credits will help cover a portion of the costs of the cleanup as well as the substantial infrastructure that will be necessary for the Project, including the new roadway. Under the proposed condominium structure, the development would be built and owned by one entity (i.e., RAS), which would incur remediation and redevelopment costs, and claim the tax credits as means to make the project economically feasible. In the absence of this structure, the project is likely cost-prohibitive based on the significant remediation and infrastructure costs.

Given the applicant's vast development experience, including redeveloping environmentally impacted properties, we are confident they will find a solution to this challenging redevelopment project. We look forward to being part of a team to transform this contaminated idle property back into productive re-use.
Feel free to contact me if you have any questions regarding this matter.

Sincerely,

Roux Environmental Engineering & Geology, DPC

Michael A. Lesakowski
Vice President
Principal Scientist

ROUX

Attachment: Z-2023-07 TB letter 120423 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Town of Amherst, NY
Office of the Assessor
Emily A. Murphy Assessor

5583 Main Street
Williamsville, New York 14221
Phone: (716) 631-7038
www.amherst.ny.us
dmarrano@amherst.ny.us

Memorandum

November 6, 2023

To: Francina Spoth, Town Clerk
Re: Petition – 4774 & 4780 Sheridan Dr

The protest petition for 4774 & 4780 Sheridan Dr has been signed by the required property owners as stated in Town Law §265 (1) paragraph's (a) (b) or (c). The Super Majority calculations are based on three tests:

(a) The owners of 20% or more of the area of land included in such proposed change; or
(b) The owners of 20% or more of the area of land immediately adjacent to that land included in such proposed change, extending 100 feet therefrom; or
(c) The owners of 20% or more of the area of land directly opposite thereto, extending 100 feet from the street frontage of such opposite land.

Therefore a super majority vote will be required to enact the change in zoning, as it relates to 4774 & 4780 Sheridan Dr.

Should you have questions, please feel free to contact me.

Emily Murphy
Assessor

Attachment: protest petition - sheridan dr (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Protest Petition

NOV01'23 AM11:35 RCVD

I oppose rezoning 4774 and 4780 Sheridan Drive from R-3 to R-4.

Address	Zip	Print Name	Signature	Date
60 Jordan Rd	14221	Alexis Alfasso	Alexis Alfasso	10/26/2023
50 Jordan Rd	14221	Edgar De Leon	Edgar De Leon	10/26/2023
74 Jordan Rd	14221	Jennifer Polito-Brawley	Jennifer Polito-Brawley	10/26/2023
80 Deville circle	14221	Theodore P. Prawak	Theodore P. Prawak	10/26/2023
100 DEVILLE CIR	14221	MARSHA E. SHAPIRO	Marsha E. Shapiro	10/26/2023
75 Deville Circle	14221	Michael Honeyman		10/26/23
91 FLEETWOOD	14221	BEV CUVIELLO		10/26/23
44 Jordan Rd	14221	Beth Gianno	Beth Gianno	10-26-23
81 Fleetwood	14221	Arlene Pierce	Arlene Pierce	10-27-23
81 Fleetwood	14221	ROGER LINTNER	Roger Lintner	10-27-23
31 Fleetwood	14221	see attached	petition	
11 Fleetwood	14221	〃 〃	〃	
4775 Sheridan	14221	〃 〃	〃	

100 ft. Notification Buffer



10/11/2023, 2:14:13 PM

Town Boundary

Parcels

1:4,514

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.17 km

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Attachment: protest petition - sheridan dr (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Esri Community Maps Contributors, Province of Ontario, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau,

Attn: Rene Perez-Bode & W

Dear Neighbor:

We are asking you to sign a petition to protest the rezoning from R3 to R4 of Gleasons Tree farm, located at 4774 and 4780 Sheridan Drive. RAS Development Co. has applied for this rezoning, which would allow them to build a dense residential development in an area zoned for single family homes. This is NOT typical in Amherst!

If you oppose this project please sign the petition below and tape it to your front door on **Saturday, Oct 28**. We will pick it up and add it to the signatures already collected.

Protest Petition

I oppose rezoning 4774 and 4780 Sheridan Drive from R-3 to R-4

Address: 11 FLEETWOOD TERR.

Print Name: MR and MRS RENE F. PEREZ-BODE

Signature: [signature]

Date: 10-28-2023

Attachment: protest petition - sheridan dr (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Attn: _____

Dear Neighbor:

We are asking you to sign a petition to protest the rezoning from R3 to R4 of Gleasons Tree farm, located at 4774 and 4780 Sheridan Drive. RAS Development Co. has applied for this rezoning, which would allow them to build a dense residential development in an area zoned for single family homes. This is NOT typical in Amherst!

If you oppose this project please sign the petition below and tape it to your front door on **Saturday, Oct 28**. We will pick it up and add it to the signatures already collected.

Protest Petition

I oppose rezoning 4774 and 4780 Sheridan Drive from R-3 to R-4

Address: 4775 Sheridan Dr

Print Name: Carrie A. Wanamaker

Signature: _____

Date: 10/27/23

Edgar DeLeon, 50 Jordan Rd

(520) 437-5066

Attachment: protest petition - sheridan dr (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Attn: Sebastiano Audreana

Dear Neighbor:

We are asking you to sign a petition to protest the rezoning from R3 to R4 of Gleasons Tree farm, located at 4774 and 4780 Sheridan Drive. RAS Development Co. has applied for this rezoning, which would allow them to build a dense residential development in an area zoned for single family homes. This is NOT typical in Amherst!

If you oppose this project please sign the petition below and tape it to your front door on **Saturday, Oct 28**. We will pick it up and add it to the signatures already collected.

Protest Petition

I oppose rezoning 4774 and 4780 Sheridan Drive from R-3 to R-4

Address: 31 Fleetwood terrace Williamsville 14221

Print Name: SEBASTIANO ANDREANA & CARLA BENEDUCE

Signature: Carla Beneduce & Sebastiano Audreana

Date: 10/27/2023

NOV01'23 AM11:35 RCVD

Attachment: protest petition - sheridan dr (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

RAS DEVELOPMENT I, LLC
4758 NORTH FRENCH RD.
EAST AMHERST, NY 14051

December 7, 2023

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: Rezoning of 4774 & 4780 Sheridan Drive from R-3 to R-4 (Z-2023-07)
Applicant/Project Sponsor: RAS Development I, LLC
File No. 10015.22

Dear Supervisor Kulpa and Councilmembers:

The Town Board held a public hearing in connection with the pending request to amend the zoning classification of the property located at 4774 and 4780 Sheridan Drive from R-3 to R-4 to accommodate a residential project consisting of two-family residential units for sale during its meeting on Monday, December 4th and scheduled a decision date for its next meeting to be held on Monday, December 4th at 7:00 p.m.

There were two resident that spoke during the public hearing held on December 4th and attached as Exhibit “1” are copies of my follow up letters to both of them.

RAS Development I, LLC is requesting that the Town Board issue a negative declaration pursuant to the State Environmental Quality Review Act ("SEQRA") and approve the requested amendment of the zoning classification of the Project Site from R-3 to R-4 subject to the five (5) conditions presented during the public hearing as follows:

1. That the density of the project site shall not exceed 4.4 units per acre.

2. That the use of the project site to be rezoned from R-3 to R-4 shall be limited to two (2) unit-attached townhomes only.

3. That the maximum allowable height of any residential building on the project site as measured from finished grade shall be thirty feet (30) feet.

4. That the project site's contaminated soil be remediated to residential standards under the purview of, and in accordance with the NYSDEC Brownfield Cleanup Program.

5. That the conditions stated above shall be memorialized via the recording of a Declaration of Restrictions at the Erie County Clerk's Office.

.

Attachment: Kulpa-Project Update Ltr-12-07-23 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

Please feel free to contact me at (716) 908-8322 or by e-mail at robert.savarino@ccim.net if you have any questions. Thank you for your continued cooperation.

Sincerely,

Robert A. Savarino
President

Attachment
cc: Jacqualine Berger, Councilmember
Deborah Bruch Bucki RN PhD, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Daniel C. Howard, AICP, Planning Director
Marty Pollowy, Esq., Town Attorney
Sean W. Hopkins, Esq., Hopkins Sorgi & McCarthy, PLLC
Patrick Sheedy, Jr., P.E., Carmina Wood Design DPC

Attachment: Kulpa-Project Update Ltr-12-07-23 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

EXHIBIT 1

Attachment: Kulpa-Project Update Ltr-12-07-23 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

RAS DEVELOPMENT I, LLC
4758 NORTH FRENCH RD.
EAST AMHERST, NY 14051

December 7, 2023

Sharon Easterbrook
80 Tristan Lane
Williamsville, NY 14221

Re: Rezoning of 4774 & 4780 Sheridan Drive from R-3 to R-4

Dear Ms. Easterbrook:

I am reaching out to you as an interested resident who spoke during the public hearing held by the Town Board on Monday in connection with my company's request to amend the zoning classification of the above-referenced property located at 4774 and 4780 Sheridan Drive from R-3 to R-4 to accommodate a residential project consisting of upscale two-family residential units for sale. I have enclosed a color copy of the PowerPoint presentation that was presented during the public hearing.

I appreciate your comments and would like to keep the lines of communication open so we can directly address any additional questions or concerns you may have. I also invite you to participate in further resident engagement as we seek feedback during the engineering and site plan approval phase of the proposed project. We can discuss important topics such as site remediation of the existing contamination, stormwater management plans, landscaping and lighting, as well as the overall project schedule.

Please feel free to contact me at (716) 908-8322 or by e-mail at robert.savarino@ccim.net if you have any questions regarding this letter or the status of the proposed residential project.

Thank you for your time.

Sincerely,

Robert A. Savarino

Robert A. Savarino
President

Attachment

Attachment: Kulpa-Project Update Ltr-12-07-23 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

RAS DEVELOPMENT I, LLC
4758 NORTH FRENCH RD.
EAST AMHERST, NY 14051

December 7, 2023

Alicia Schreier
80 Tristan Lane
Williamsville, NY 14221

Re: Rezoning of 4774 & 4780 Sheridan Drive from R-3 to R-4

Dear Ms. Schreier:

I am reaching out to you as an interested resident who spoke during the public hearing held by the Town Board on Monday in connection with my company's request to amend the zoning classification of the above-referenced property located at 4774 and 4780 Sheridan Drive from R-3 to R-4 to accommodate a residential project consisting of upscale two-family residential units for sale. I have enclosed a color copy of the PowerPoint presentation that was presented during the public hearing.

I appreciate your comments and would like to keep the lines of communication open so we can directly address any additional questions or concerns you may have. I also invite you to participate in further resident engagement as we seek feedback during the engineering and site plan approval phase of the proposed project. We can discuss important topics such as site remediation of the existing contamination, stormwater management plans, landscaping and lighting, as well as the overall project schedule.

Please feel free to contact me at (716) 908-8322 or by e-mail at robert.savarino@ccim.net if you have any questions regarding this letter or the status of the proposed residential project.

Thank you for your time.

Sincerely,

Robert A. Savarino

Robert A. Savarino
President

Attachment

Attachment: Kulpa-Project Update Ltr-12-07-23 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

RAS DEVELOPMENT I, LLC
4758 NORTH FRENCH RD.
EAST AMHERST, NY 14051

Attachment: Savarino Ltr 12-18-23 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))

December 18, 2023

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: Rezoning of 4774 & 4780 Sheridan Drive from R-3 to R-4 (Z-2023-07)
Applicant/Project Sponsor: RAS Development I, LLC
File No. 10015.22

Dear Supervisor Kulpa and Councilmembers:

I am submitting this on behalf of the Project Sponsor in connection with the pending request to amend the zoning classification of the above-referenced property located at 4774 and 4780 Sheridan Drive ("Project Site") from R-3 to R-4 to accommodate a residential project consisting of upscale two-family residential units for sale.

Based on input received during the Town Board public hearing held on December 4, 2023, additional enhanced screening will be provided on the northern boundary of the Project Site that is adjacent to residential properties located on Deville Circle consisting of a dense staggered row of evergreen trees with approximately 15' spacing and a planting height of 8' (the typical planting height is 6'). Enclosed is a copy of the updated Concept Site Plan prepared by Patrick Sheedy Jr. P.E. of Carmina Wood Design PLLC [Drawing C-100 – Date: 12/15/23] depicting the proposed enhanced screening described above.

It is also important to mention that the proposed residential project that will result in the clean-up of contamination resulting from the former use of the Project Site as Gleason's Nursery per the NYSDEC Brownfield Program standards will also require Site Plan Approval from the Planning Board and the Site Plan Application review process will include a review of the proposed landscaping by Jeff Szatkowski, the Town's Landscape Architect.

The Project Sponsor is respectfully requesting that the Town Board issue a negative declaration pursuant to the State Environmental Quality Review Act ("SEQRA") and approve the request to amend the zoning classification of the Project Site from R-3 to R-4 subject to conditions during its meeting this evening.

Please feel free to contact me at (716) 908-8322 or by e-mail at robert.savarino@ccim.net if you have any questions regarding this letter.

Sincerely,

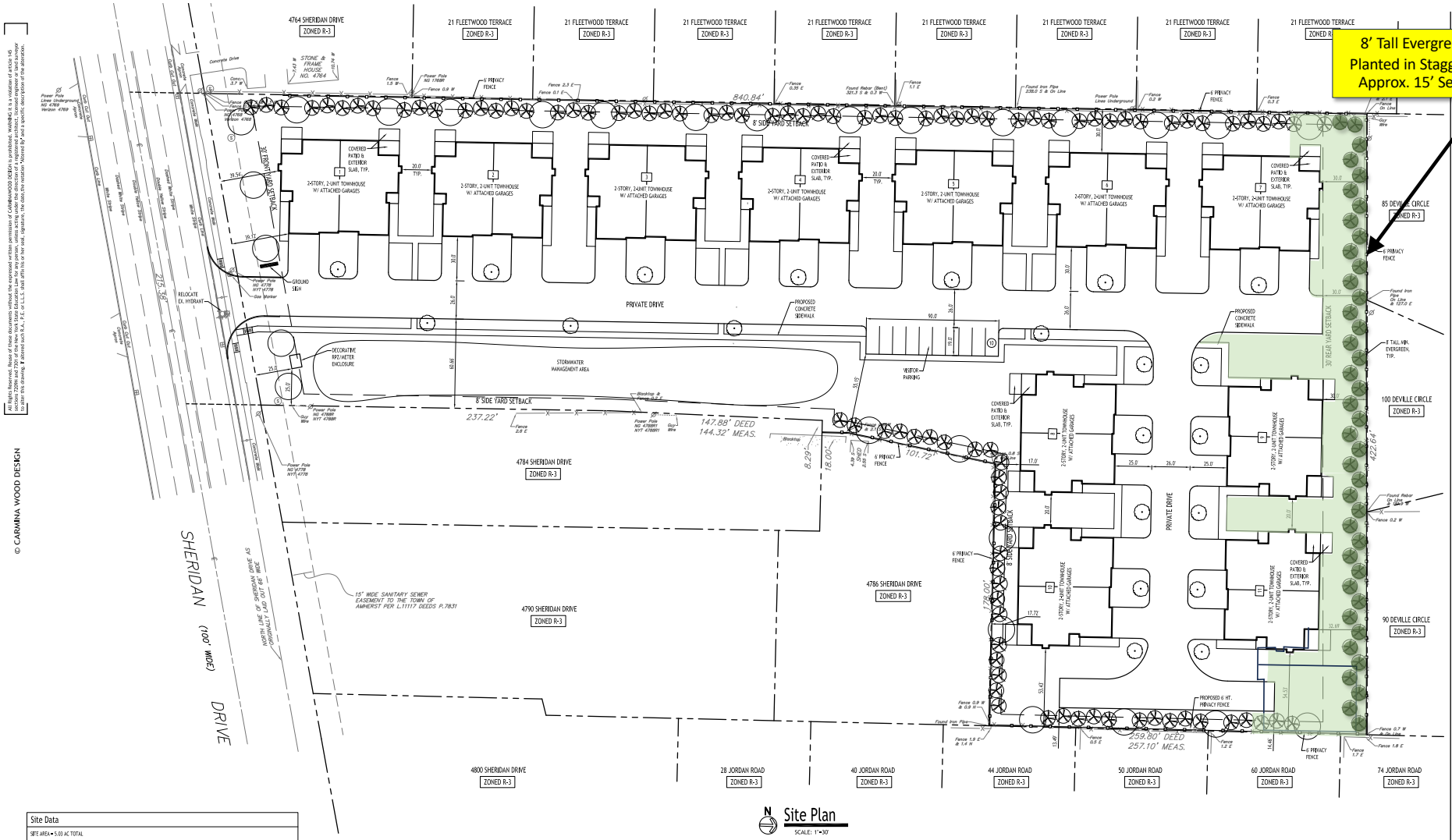
Robert A. Savarino

Robert A. Savarino
President

Attachment

cc: Jacqualine Berger, Councilmember
Deborah Bruch Bucki RN PhD, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Daniel C. Howard, AICP, Planning Director
Sean W. Hopkins, Esq., Hopkins Sorgi & McCarthy, PLLC
Patrick Sheedy, Jr., P.E., Carmina Wood Design DPC

Attachment: Savarino Ltr 12-18-23 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780 Sheridan Drive, Z-2023-07))



Site Plan
SCALE: 1" = 30'

Site Data		
SITE AREA = 5.03 AC TOTAL		
ZONED: R-3 (REZONED TO R-4)		
PROPOSED USE: 2-UNIT RESIDENTIAL TOWNHOUSE BUILDINGS WITH ATTACHED GARAGES (22 UNITS TOTAL)		
SETBACKS (BLDG):	REQUIRED	PROVIDED
FRONT	30 FT.	39.12 FT. MIN.
SIDE	8 FT. / 20 FT. (COMBINED)	17 FT. MIN. / > 20 FT. (COMBINED)
REAR	30 FT.	30 FT. MIN.
BUILDING DENSITY:	37	22
MIN. FLOOR AREA (GARAGE):	760 SF	> 760 SF
MAX. BUILDING COVERAGE:	35% (1.76 AC)	1.14 AC (22.7%)
MAX. BUILDING HEIGHT:	35 FT.	< 35 FT.
PARKING: (9'x19')	44	54 SURFACE + 44 GARAGE SPACES = 98 TOTAL
GREENSPACE		
OVERALL:	1.25 AC (25%)	> 25%

* VARIANCE REQUIRED

PARKING CALCULATION:
"MULTI-FAMILY"
2 SPACES PER UNIT
22 UNITS x 2 = 44 SPACES REQD (9'x19')

BUILDING DENSITY REQUIREMENTS:
PER R-4 ZONING REQUIREMENTS
5,850 SF / DWELLING
5.03 AC * 43,560 SF = 219,106 SF / 5,850 SF = 37.5
37 UNITS ALLOWED

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS. CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

30' 0 30 60Ft.

© CARMINA WOOD DESIGN

CARMINA WOOD DESIGN

Proposed Multi-Family
4774 & 4780 Sheridan Drive

REVISIONS:
No. Description Date

PRELIMINARY
NOT FOR CONSTRUCTION

DRAWING NAME:
Site Plan
Concept

Date:
Drawn By:
Scale:

DRAWING NO.
C-10

Project No: 23-

Attachment: Savarino Ltr 12-18-23 (RES-2023-957 : Local Law to Amend the Zoning Map - (4774 & 4780

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 28377 **RESOLUTION 2023-1009** **ADOPTED**

ISSUANCE OF SUPPLEMENTAL FINDINGS STATEMENT 772 North Forest Road, 385 Maple Road & 391 Maple Road

WHEREAS, on October 6, 2023 this Town Board issued a positive SEQR declaration for a Planned Unit Development (PUD) application and conceptual development plan for the proposed Amherst Central Park at 772 North Forest Road, 385 Maple Road and 391 Maple Road, commonly known as the former Westwood Country Club Golf Course Property, and

WHEREAS, pursuant to 6NYCRR Part 617 of the State Environmental Quality Review Act (SEQRA) and Town Code Chapter 104, as amended, the Town Board is deemed the Lead Agency for the proposed development of the Property, and

WHEREAS, a final generic environmental impact statement (FGEIS) and SEQRA Findings were previously prepared by the Town of Amherst for a proposed mixed-use development on the subject Property, and this Town Board has determined that a supplemental generic environmental impact statement is necessary for the planned unit development application and development plan for the proposed community park, and

WHEREAS, as part of the Positive SEQR declaration issued by this Town Board on October 6, 2023 the Town indicated that it would be preparing a supplemental generic environmental impact statement (SGEIS) and has subsequently notified all interested and involved agencies of its intent to prepare such supplement, and

WHEREAS, a draft supplemental generic environmental impact statement (DSGEIS) was prepared by the Town, and

WHEREAS, on October 16, 2023 this Town Board determined that the draft supplemental generic environmental impact statement (DSGEIS) was adequate for public review and directed the Town Clerk to prepare and issue a notice of completion pursuant to 617.12(a)(iii) of the SEQR regulations to allow adequate time for comment by the interested /involved agencies and the general public, and

WHEREAS, a final supplemental generic environmental impact statement (FSGEIS) has been prepared by the Town to address public and agency comments, and

WHEREAS, this Town Board issued the final supplemental generic environmental impact statement (FSGEIS) on December 4, 2023, and

WHEREAS, a Supplemental Findings Statement has been prepared by the Town based upon the SGEIS, and

WHEREAS, the Town Board seeks to issue the Supplemental Findings Statement, and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby issues the attached Supplemental Findings Statement, which is incorporated herein; and

BE IT FURTHER RESOLOVED that, the Town Clerk is hereby directed to file a copy of the attached Supplemental Findings Statement as set forth below:

A. Copies of the Supplemental Findings Statement shall be emailed simultaneously to the involved and interested agencies; and

B. Copies of said Supplemental Findings Statement shall be filed in the office of the Town Clerk for the Town of Amherst and made available for public inspection and review and placed on the Town's "Pending Development Projects" web page.

12/18/2023

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

No fiscal impact for plan approval. Subsequent improvements to be funded through the Town's Capital Improvement Program.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

State Environmental Quality Review
Findings Statement

Pursuant to Article 8 (State Environmental Quality Review Act - SEQR) of the Environmental Conservation Law and 6 NYCRR Part 617, the Amherst Town Board as the Lead or an Involved Agency makes the following findings.

Name of Action: Amherst Central Park Conceptual Development Plan - Planned Unit Development

Description of Action:

The action involves the adoption of a Planned Unit Development and implementation of a Conceptual Development Plan for the Amherst Central Park, a proposed 171+/- acre community park, formerly utilized as a private golf course.

Location:

772 North Forest Road, 385 and 391 Maple Road, Amherst, NY

Agency Jurisdiction:

Approve the PUD Application

Date Final Environmental Impact Statement Filed:

December 4, 2023

Facts and Conclusions Relied on to Support the Decision:

See attached.

Attachment: SP-2023-11 findings certification 121823 (RES-2023-1009 : Issuance of Supplemental Findings Statement)

Certification To Approve/Fund/Undertake :

Having considered the draft and final Environmental Impact Statement and having considered the preceding written facts and conclusions relied on to meet the requirements of 6 NYCRR Part 617.11, this Statement of Findings certifies that:

1. The requirements of 6 NYCRR Part 617 have been met; and

2. Consistent with social, economic and other essential considerations from among the reasonable alternatives available, the action is the one that avoids or minimizes adverse environmental impacts to the maximum extent practicable, and that adverse impacts will be avoided or minimized to the maximum extent practicable by incorporating as conditions to the decision those mitigative measures that were identified as practicable.

3. (And if applicable) Consistent with the applicable policies of Article 42 of the Executive Law, as implemented by 19 NYCRR Part 600.5, this action will achieve a balance between the protection of the environment and the need to accommodate social and economic considerations.

Name of Agency

	Brian Kulpa
Signature of Responsible Official	Name of Responsible Official
Supervisor	December 18, 2023
Title of Responsible Official	Date

Address of Agency

5583 Main Street
Williamsville, NY 14221

cc: Other Involved Agencies
Applicant

Attachment: SP-2023-11 findings certification 121823 (RES-2023-1009 : Issuance of Supplemental Findings Statement)

12/13/23

AMHERST TOWN BOARD FINDINGS STATEMENT
AMHERST CENTRAL PARK
PUD CONCEPTUAL DEVELOPMENT PLAN
December 18, 2023

1.0 INTRODUCTION

The Town of Amherst, NY ("Town) proposes adoption of a conceptual development plan for a planned unit development ("PUD") for the conversion of an approximately 170.5± acre parcel located at 772 North Forest Road and 385 & 391 Maple Road ("Property") to a community park to include cultural, recreational and civic public spaces ("Amherst Central Park", "Park", "ACP").

Development of the Property by a private developer for a project known as the Westwood Neighborhood (sometimes referred to herein as the "Mixed-Use Project") was formerly the subject of a Generic Environmental Impact Statement (GEIS). Based on the Lead Agency's GEIS Findings Statement, the Mixed-Use Project was denied. Section 1.1 summarizes the findings and basis of denial for that project.

The Property was subsequently sold to the Town. The Town initiated a public planning process to re-examine the needs and purpose for the Property and to develop a new alternative action that would better serve the community. A new conceptual development plan based on the PUD process ("PUD Plan") was prepared to develop the Property as the Amherst Central Park, as summarized in Section 1.2.

With the original GEIS analysis and supporting studies as a foundation and pursuant to the State Environmental Quality Review Act (SEQRA), the Town as Lead Agency prepared a Supplemental Generic Environmental Impact Statement (SGEIS) to evaluate the Plan. The SGEIS evaluation found that no significant environmental impacts were anticipated to result from the Project, as summarized in Section 1.3.

1.1 Westwood Neighborhood GEIS

The Property was formerly the location of the Westwood County Club and was the subject of a GEIS in 2017 to evaluate a private development proposed by the owner, at that time Mensch Capital Partners LLC (Mensch). The action in the GEIS, known as the "Westwood Neighborhood", proposed a mixed-use development including 41 single-family residences, 83 patio homes, 310 attached townhomes and apartments, and 212 multi-family residential units in mixed use buildings, as well as a mix of commercial uses including shops, restaurants, businesses and offices, a four-story hotel, and senior living components (assisted and independent living apartments). The proposed action included the following re-zoning requests from the existing RC (Recreation Conservation) District to:

- 134.79± acres from Recreation Conservation Zoning District ("RC") to Traditional Neighborhood Development Zoning District ("TND");

Attachment: SP-2023-11_ACP_SGEIS_Findings_20231213_TB 121823 (RES-2023-1009 : Issuance of Supplemental Findings Statement)

- 5.13± acres from RC to Multifamily Residential Zoning District Seven ("MFR-7"); and
- 1.16± acres from RC to General Business Zoning District ("GB").

The GEIS was reviewed by the Town Board as Lead Agency over a period spanning July 2014 to December 2017, including three amended submittals. The Final Generic Environmental Impact Statement (FGEIS) was issued in November 2017, and the GEIS Findings issued by the Lead Agency in December 2017 certified that:

- The requirements of 6 NYCRR Part 617 had not been met; and
- Adverse impacts would not be avoided or minimized to the maximum extent practicable by incorporating as conditions to the decision those mitigative measures that were identified as practicable.
- The action would not achieve a balance between the protection of the environment and the need to accommodate social and economic considerations.

The GEIS Findings Statement was based on a number of considerations, notably:

- Insufficient sanitary sewer capacity and significant constraints on increasing that capacity.
- Traffic impacts associated with new commercial development in an area not previously planned for such development.
- Extensive new roadway and signal construction to address traffic impacts.
- Impacts associated with wetlands, hardwood swampland, floodplains, and Ellicott Creek.
- Conversion of land zoned RC to higher-density uses as housing and commercial development.
- Incompatibility of the proposed uses with surrounding neighborhoods.
- Loss of open space.
- A protracted construction period for roadways; infrastructure; and multiple patio and single-family homes, townhomes, apartments, and completion of mixed use and office buildings.

Based on the Lead Agency's GEIS Findings Statement, the Westwood Neighborhood application was denied.

Attachment: SP-2023-11_ACP_SGEIS_Findings_20231213_TB 121823 (RES-2023-1009 : Issuance of Supplemental Findings Statement)

1.2 PUD Plan

The PUD Conceptual Development Plan (sometimes referred to herein as the "PUD Plan") includes the following features:

- Ice Ribbon and Ice Rink, approximately 25,000 SF
- Inclusive Playground, approximately 12,500 SF
- Splash Pad, approximately 6,100 SF
- Public Plaza, approximately 20,000 sf, including a Winter Market, approximately 5,000 SF (buildings)
- Renovation of the former clubhouse into a Community Building, approximately 2,500 SF addition to existing (approximately 44,500 SF total at completion, including basement and all floors), to provide services including space for a Universal Pre-Kindergarten (UPK) program
- Outdoor Amphitheater, approximately 3,300 SF
- Community Theater Building, approximately 31,600 SF
- New building for the Buffalo Niagara Heritage Village Museum – approximately 36,000 SF, as well as relocation of historical buildings associated with the museum, totaling approximately 20,000 SF
- Enhancement of an existing wetland as a decorative pond and associated onsite mitigation (if required) and filling or modification of non-regulated wetlands
- Ancillary park improvements such as playgrounds, gardens/greenhouses, pedestrian access/pathways, educational kiosks and access drives as shown conceptually on the PUD Plan
- Construction of required mechanical buildings, public restrooms, parking lots, and supportive utilities such as storm sewers and stormwater management features, sanitary sewers, water, fiber optic cables, electric and natural gas service

The northern portion of the Property is slated for natural-passive recreation along with preservation of existing ponds, wetlands and hardwood areas.

Amherst Central Park Facility Improvements Review Process for the PUD

The Town is developing the Park pursuant to the PUD Process set forth in Section 6-9 of the Zoning Code, as the Property is in excess of 30 acres. As set forth in Zoning Code 6-9-1, the purpose of the PUD Process is to permit coordinated development that allows flexibility to respond to market demands. Pursuant to Zoning Code 6-9-2, the Town Board intends to adjust the regulations, standards and criteria of the Zoning Ordinance as part of the PUD Process for the Amherst Central Park to implement the

Attachment: SP-2023-11_ACP_SGEIS_Findings_20231213_TB 121823 (RES-2023-1009 : Issuance of Supplemental Findings Statement)

Conceptual Development Plan and to apply to future improvements that are not part of the Conceptual Development Plan.

1.3 SGEIS Prepared for the PUD Plan

The Town Board prepared a PUD Application, as amended on October 12, 2023 ("PUD Application"), pursuant to Town of Amherst Code Section 8-4 for the Planned Unit Development District portion of the Property. The PUD Application included a Conceptual Development Plan that reflects development of the Property.

Pursuant to Section 8-4-3, the Planning Director prepared a report that reviews the PUD application in light of any reports, recommendations, applicable plans and the general requirements of the Zoning Ordinance. In accordance with the zoning law, a copy of the report was provided to the Planning Board.

Pursuant to Section 8-4-4, the Planning Board held a public hearing on the PUD application on November 16, 2023 and following the close of the public hearing, the Planning Board prepared and furnished to the Town Board its findings that the PUD application is generally consistent with the Comprehensive Plan and the regulations, standards and purpose of the Ordinance and a recommendation that the PUD application be approved. Pursuant to Sections 8-4-5, the Planning Board made findings that the proposed conceptual development plan meets the objectives of the RC district in which the PUD is located.

Pursuant to Section 8-4-6, the Town Board held a public hearing on the pending PUD Application on December 4, 2023.

Attachment: SP-2023-11_ACP_SGEIS_Findings_20231213_TB 121823 (RES-2023-1009 : Issuance of Supplemental Findings Statement)

2.0 THE SEQRA PROCESS

The Amherst Town Board, as Lead Agency prepared a Supplemental Final Generic Environmental Impact Statement (FSGEIS).

GEISs and their Findings are particularly useful in setting forth the conditions, criteria or thresholds under which future site-specific actions may be undertaken. A SGEIS and its Findings should also include the thresholds and conditions that would trigger the need for supplemental determinations of significance or site-specific EISs. Lastly, SGEISs and their Findings provide for sound environmental planning and consideration of mitigation measures and alternatives at a time when there is greater flexibility.

All documents referenced herein, including, but not limited to the DGEIS, FGEIS, SEQRA Findings, DSGEIS, and FSGEIS are incorporated by reference in their entirety into these Supplemental SEQRA Findings.

Under the SEQRA regulations, this Supplemental Findings Statement must:

- consider the relevant environmental impacts, facts and conclusions disclosed in the FSGEIS;
- weigh and balance relevant environmental impacts with social, economic and other considerations;
- provide a rationale for the Town Board's decision;
- certify that the requirements of SEQRA have been met; and
- certify that consistent with social, economic and other essential considerations from among the reasonable alternatives available, the action is one that avoids or minimizes adverse environmental impacts to the maximum extent practicable, and that adverse environmental impacts will be avoided or minimized to the maximum extent practicable by incorporating as conditions to the decision those mitigative measures that were identified as practicable.

Attachment: SP-2023-11_ACP_SGEIS_Findings_20231213_TB 121823 (RES-2023-1009 : Issuance of Supplemental Findings Statement)

3.0 FINDINGS

3.1 Land Use and Zoning

(a) The Property is zoned Recreational Conservation District ("RC"). As noted in Section 6-9-2, the PUD process is designed to apply the PUD criteria, standards and regulations to result in the optimum development and use of land in the Town. The criteria are intended to ensure full consideration of every planning element pertinent to the objectives of the PUD Process and the Comprehensive Plan. Conditions placed on individual use areas of a PUD may supersede regulations elsewhere in the Zoning code. Section 6-9 of the code sets forth design standards to guide PUD developments.

(b) The PUD plan is consistent with the "Open Space" provisions at 6-9-3(E), by providing:

i. Uncovered and unpaved lands or water areas in public, common or private ownership,

ii. Large areas of land in a natural state;

iii. Areas for active and passive recreation;

iv. Parks and large landscaped or wooded areas;

v. Drainage, runoff areas and flood plain areas and areas for stormwater storage and protection of water quality;

vi. Connectors between major open space areas;

vii. Pedestrian and bicycle circulation systems;

viii. Areas for preservation of wildlife, woodlands, wetlands and outstanding natural features, including geologic and topographic;

ix. Areas for public or private recreation, public education, community and cultural facilities when approved by the Town Board; and

x. Conservation facilities and areas.

(c) The precise layout of improvements set forth in the Conceptual Development Plan, including the necessary signage and ancillary park improvements, will be the subject of an ACP Facility Improvement Review process for this Town-owned PUD to be implemented by the Director of Facilities and the ACP Planning Team.

(d) The ACP Planning Team shall be made up of the Director of Facilities (which title is responsible for all Town-owned facilities), Town Engineer, Town Architect, Building Commissioner, Planning Director and a Police/Fire representative.

Attachment: SP-2023-11_ACP_SGEIS_Findings_20231213_TB 121823 (RES-2023-1009 : Issuance of Supplemental Findings Statement)

(e) When future improvements are proposed within Amherst Central Park, the Town will take a stepwise approach to review as outlined in the ACP Facility Improvement Review process.

i. Minor Facilities Improvement Plans will be those that involve construction of less than 4,000 square feet and other Type II SEQRA actions.

ii. Improvements specified in the Conceptual Development Plan will be reviewed in accordance with the ACP Facility Improvement Review Process. Improvements not specified in the Conceptual Development Plan, but allowed within the underlying RC zoning, will be reviewed in accordance with the ACP Facility Improvement Review process.

iii. Improvements not specified in the Conceptual Development Plan and not allowed by the underlying RC zoning will require amendment of the PUD by the Town Board.

(f) The Amherst Central Park is consistent with the adopted Bicentennial Comprehensive Plan.

(g) The Amherst Central Park is consistent with the adopted Local Waterfront Revitalization Program.

3.2 Physical Alteration of Land Surface

(a) The Property will be developed consistent with the PUD Application, which represents the maximum anticipated development of the Amherst Central Park.

(b) The Amherst Central Park will include the improvements, with associated development areas, listed in Section 1.2.

(c) The extent of physical alteration to land, at approximately 25 acres, would be substantially less than the 145 acres proposed for the Mixed-Use Alternative.

(d) The PUD Plan focusses development on the southern portion of the Property and generally preserves the existing natural character and habitat in the northern portion, with the exception of certain enhancements (e.g. pollinator garden) and low impact improvements as shown in the PUD Plan.

(e) Given adherence to stormwater regulations and code requirements, no substantial impacts due to physical alteration of the land surface were identified. Therefore, no mitigation measures are required.

3.3 Surface Water

3.3.1 Wetlands

a) With regard to wetlands, the wetland boundary delineations were initially confirmed by the United States Army Corps of Engineers (USACE) in 2013. Based on subsequent USACE

Attachment: SP-2023-11_ACP_SGEIS_Findings_20231213_TB 121823 (RES-2023-1009 : Issuance of Supplemental Findings Statement)

review and site re-evaluation, the USACE issued a new jurisdictional determination on July 21, 2016. The new jurisdictional determination added Channel 1 as a regulated water of the United States (US), and reaffirmed that Ellicott Creek is a regulated water of the US. In addition, the new determination confirmed that the features identified as Wetlands 1-10 were not regulated and were outside of USACE jurisdiction.

b) In light of proposed PUD and regulatory developments since the 2012 delineation and subsequent Joint Determination, the Town commissioned a new wetland delineation report that would allow USACE and New York State Department of Environmental Conservation (NYSDEC) to determine their jurisdictional authority on the Property, pursuant to Section 404 of the Clean Water Act and Articles 15 (Protection of Waters) and 24 (Freshwater Wetlands) of the New York State Environmental Conservation Law. One additional wetland was identified onsite, compared to the September 2012 wetland delineation and evaluation report. Subsequently, Stream 3 was redesignated as wetland, bringing total wetlands onsite to twelve. NYSDEC affirmed that none of the wetlands are within their jurisdiction.

c) In the Mixed Use Alternative, approximately 4.17± acres of non-regulated wetlands and Ellicott Creek (a state-regulated water body) would be impacted. This Alternative required construction of a 5-acre stormwater management “lake” which would permanently replace varied wetland types (emergent marsh, scrub-shrub, and forested wetlands) with open water managed for stormwater treatment and retention.

d) In contrast, the Amherst Central Park concept includes the filling in of an approximately 0.17± acre wetland located along the southern edge of the Property, approximately a 95% reduction in impacts to non-regulated wetlands compared to the Mixed Use Alternative. The filling and/or modification of the on-site non-jurisdictional wetlands would result in direct and permanent impacts to the water quality of those resources. However, the small non-jurisdictional wetlands that will be impacted are not regulated by the USACE or the NYSDEC and these impacts will be isolated to each specific non-jurisdictional wetland.

e) Wetlands 11 and 12, located in the southwestern portion of the Property and identified in the Amherst Central Park Plan for expansion into a larger pond may be subject to federal permitting if that water is connected to other waters. A jurisdictional determination has been requested from USACE and implementation of the PUD conceptual design will comply with associated regulatory requirements.

f) Further, in the long-term, the Amherst Central Park is expected to contribute to an improvement in localized water quality through improved stormwater runoff management and infiltration control.

3.3.2 Stormwater Management

(a) The Town will use Best Management Practices (“BMPs”), to be implemented pursuant to the Stormwater Pollution Prevention Plan (“SWPPP”), to prevent erosion and sedimentation into Ellicott Creek and other off-site locations. For example, areas of disturbed soils and spoil

Attachment: SP-2023-11_ACP_SGEIS_Findings_20231213_TB 121823 (RES-2023-1009 : Issuance of Supplemental Findings Statement)

piles will be protected with appropriate erosion and sedimentation controls in order to avoid the potential for sedimentation into Ellicott Creek. Therefore no substantial impacts to stormwater are anticipated.

3.3.3 Flood Hazard Zones

(a) In contrast to the previously evaluated Mixed-Use Alternative, the PUD Plan will not impact flood hazard zone areas.

3.4 Transportation

(a) For the 2017 GEIS, the Town found that the Traffic Impact Study (TIS) prepared by the applicant for the Mixed-Use Alternative was insufficient to determine that mitigation for the substantial increase in traffic was sufficient. However, proposed mitigation was proposed to include at least: (1) construction of new roadways and internal connections; (2) multiple revisions to existing roadways, turn lanes and entrances; (3) multiple new or revised signals; (4) parking lot mitigation measures including shared parking use between proposed uses.

(b) In order to identify and evaluate the potential traffic impacts of the proposed Amherst Central Park, the Town commissioned a new TIS, including evaluation of traffic volumes and level of service, safety, bicycle/pedestrian circulation, and public transit. While signalization of the Sheridan Drive entrance was still recommended, along with pedestrian/bicycle and transit improvements, the recommended mitigation is substantially less in scope than mitigation required for the Mixed Use Alternative.

(c) Access roads, parking, and bicycle/pedestrian access will be implemented in accordance with the PUD development standards at 6-9-3 (A) Off-Street Parking and Loading and (C) Local Circulation System. As stated in 6-9-3, the standards are designed to "*encourage convenience in accessibility to these uses through provision of pedestrian and bicycle pathways and public transportation services and to achieve the efficient sharing of parking and loading facilities by multiple uses.*" The standards are designed to address pedestrian and bicyclist accessibility and safety while promoting efficient circulation and providing site-appropriate landscaping and screening.

(d) The ACP Planning Team will coordinate with the NYSDOT, Erie County DPW, the Niagara Frontier Transportation Authority (NFTA) and the Town Traffic Safety Board to identify and design mobility improvements that provide access to and movement within the Park. The Town will work with these agencies to obtain the required permits for Park transportation improvements.

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3.5 Human Health

(a) Since purchase of the Property in April of 2023, the Town has been in continuous communications with the New York State Department of Environmental Conservation (NYSDEC) towards executing a regulatory order which will provide for NYSDEC oversight during the development of the entire Amherst Central Park. The consent order will include NYSDEC-approved work plans for further investigation of the Property consistent with the intended use for active and passive recreation. All NYSDEC requirements for remediation for the intended use, including health and safety plans during site activities, will be completed consistent with NYSDEC-approved work plans.

3.6 CUMULATIVE IMPACTS

(a) Development of the Amherst Central Park would result in cumulative benefits associated with the proximity of new improvements to the existing Audubon Park and the contribution of the Park toward achieving Town goals for development of parks and path networks according to the Bicentennial Comprehensive Plan and the Recreation and Parks Master plan.

(b) As is the case with any development project, the proposed development of the Amherst Central Park will result in certain unavoidable short-term and long-term adverse impacts, including short-term construction impacts and long-term changes in the land use and character of the Property. The Town believes the Amherst Central Park Conceptual Development Plan will adequately address these changes and will result overall in positive community character impacts and other planning objectives outlined in the Comprehensive Plan.

(c) The Amherst Central Park will not result in any direct or potentially significant growth inducing impacts. The Property is located within a developed portion of the Town that is currently served by a full complement of utilities including sanitary sewer lines, water lines and other existing utility infrastructure, which have adequate capacity to service the Amherst Central Park. The increases in traffic volumes associated with the Amherst Central Park on the roadway network in the vicinity of the Property have been properly accounted for within the 2023 TIS.

Attachment: SP-2023-11_ACP_SGEIS_Findings_20231213_TB 121823 (RES-2023-1009 : Issuance of Supplemental Findings Statement)

4.0 THRESHOLDS FOR FUTURE ENVIRONMENTAL REVIEW OF RELATED ACTIONS

The establishment of thresholds for the future environmental review of related improvements in the Amherst Central Park that are not set forth in the DSGEIS is an important component of these Findings. Examples of possible future related actions (aka improvements) may include changes to the Conceptual Development Plan or development in the northern section of the Property in a manner that is not entirely consistent with the approved Conceptual Development Plan. This may occur given that the layout of the improvements as depicted on the Conceptual Development Plan is conceptual in nature. Instead, the layout as depicted on the Conceptual Development Plan is meant to depict the anticipated components of the Amherst Central Park and the maximum potential development that could occur without the need for additional environmental review(s) pursuant to SEQRA. The precise layout of improvements will be the subject of an ACP Facility Improvement Review Process for this Town-owned PUD. The future improvements will be reviewed in accordance with the process established in the PUD Application.

The thresholds for environmental review for future improvements not included in the DSGEIS are intended to provide a framework for the Lead Agency and interested agencies to utilize to ensure compliance with the procedural and substantive requirements of SEQRA.

4.1 Thresholds for the Development of the Property

The Property will be developed consistent with the PUD Application and associated Conceptual Development Plan, which represents the maximum anticipated development of the Amherst Central Park.

1. As discussed above, the Amherst Central Park will include the following:

    - Ice Ribbon and Ice Rink, approximately 25,000 SF
    - Inclusive Playground, approximately 12,500 SF
    - Splash Pad, approximately 6,100 SF
    - Public Plaza, approximately 20,000 SF including a Winter Market, approximately 5,000 SF (buildings)
    - Renovation of the former clubhouse into a Community Building, approximately 2,500 SF addition to existing (approximately 44,500 SF total at completion, including basement and all floors), to provide services including space for a Universal Pre-Kindergarten (UPK) program
    - Outdoor Amphitheater, approximately 3,300 SF
    - Community Theater Building, approximately 31,600 SF
    - New building for the Buffalo Niagara Heritage Village Museum – approximately 36,000 SF, as well as relocation of historical buildings associated with the museum, totaling approximately 20,000 SF
    - Enhancement of an existing wetland as a decorative pond and associated onsite mitigation (if required) and filling or modification of non-regulated wetlands

Attachment: SP-2023-11_ACP_SGEIS_Findings_20231213_TB 121823 (RES-2023-1009 : Issuance of Supplemental Findings Statement)

- Ancillary park improvements such as playgrounds, gardens/greenhouses, pedestrian access/pathways, educational kiosks and access drives as shown conceptually on the PUD plan.
- Construction of required mechanical buildings, public restrooms, parking lots, and supportive utilities such as storm sewers and stormwater management features, sanitary sewers, water, fiber optic cables, electric and natural gas service.

The northern portion of the Property is slated for natural-passive recreation along with preservation of existing ponds, wetlands and hardwood areas.

2. Amherst Central Park will be developed in a manner that is consistent with the approved Conceptual Development Plan in accordance with the ACP Facility Improvement Review Process set forth in the PUD Application for this Town-owned Amherst Central Park PUD.

4.2 Review of Future Improvements

When future improvements are proposed within Amherst Central Park, the Town will take a stepwise approach to review in accordance with the ACP Facility Improvement Review Process, which also addresses compliance with SEQRA:

- If the future proposed improvement is substantially different than set forth in the PUD Application (e.g. area footprint (square feet) of use greater than 20%, or a change in type of use), then such use should be treated as a new proposed improvement.
- If the proposed improvement is set forth in the Conceptual Development Plan, then no additional SEQRA review is required before the Planning Director or Town Board acts.
- If the proposed improvement is not set forth in the Conceptual Development Plan, but constitutes a SEQRA Type II Action, no additional review is required before the Planning Director or Town Board acts.
- If the proposed improvement is not set forth in the Conceptual Development Plan, but constitutes a SEQRA Type I Action, a new Supplemental EIS or SGEIS will likely be required by the Town Board.
- If the proposed improvement is not set forth in the Conceptual Development Plan, but constitutes a SEQRA Unlisted Action, the Town Board will assess whether the potential environmental impacts associated with the improvement have been adequately addressed within the SGEIS, and the Supplemental Findings Statements.

In making this determination, the Lead Agency will need to determine whether the proposed Park Improvement is consistent with this SGEIS and Supplemental Findings to be issued. Specifically,

1. If the Town Board determines that the future improvement will be carried out in conformance with the thresholds established in the SGEIS or Supplemental Findings Statement, then no further SEQRA compliance will be required;

Attachment: SP-2023-11_ACP_SGEIS_Findings_20231213_TB 121823 (RES-2023-1009 : Issuance of Supplemental Findings Statement)

2. If the Town Board determines that the future improvement was adequately addressed in the SGEIS but not adequately addressed in the Supplemental Findings Statement, then an amended Supplemental Findings Statement must be prepared;

3. If the Town Board determines that the future improvement is not addressed, or not adequately addressed, in the SGEIS, but it will not result in any significant adverse environmental impact, then a negative declaration must be prepared; or

4. If the Town Board determines that the future improvement is not addressed, or is not adequately addressed, in the SGEIS and may have one or more significant adverse environmental impacts, then a supplement to the SGEIS must be prepared.[1]

[1] See 6 NYCRR Part 617.10(d).

Attachment: SP-2023-11_ACP_SGEIS_Findings_20231213_TB 121823 (RES-2023-1009 : Issuance of Supplemental Findings Statement)

5.0 CERTIFICATION

The members of the Town Board have considered the relevant environmental impacts, facts and conclusions set forth in the FSGEIS, and have weighed and balanced the relevant environmental impacts associated with the Project with social, economic and other considerations, which rationale has been set forth in these SEQRA Findings.

After careful consideration of all relevant documentation and comments, the Town Board, serving as the Lead Agency, has determined that they have more than adequate information to evaluate all of the benefits and potential impacts of the Project, individually, and cumulatively. Therefore, in accordance with 6 NYCRR § 617.11, SEQRA's required balancing of potential for significant adverse environmental impacts against social, economic and other essential considerations, the Town Board hereby certifies that:

Consistent with social economic and other essential considerations from among the reasonable alternatives available, the Project avoids or minimizes adverse environmental impacts to the maximum extent practicable, and that adverse impacts will be avoided or minimized to the maximum extent practicable by incorporating as conditions to the decision those mitigative measures that were identified as practicable, and

The requirements of 6 NYCRR Part 617 have been met.

Attachment: PUD Application 10/12/23

Attachment: SP-2023-11_ACP_SGEIS_Findings_20231213_TB 121823 (RES-2023-1009 : Issuance of Supplemental Findings Statement)

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Planned Unit Development (PUD) Review

For Official Use

File #: _____ **Acreage** _____ **Fee $** _____

Address Verified by Assessor's Office _____ VERIFIED BY DATE

Materials Received by Planning Department _____ RECEIVED BY DATE

Fee Paid to Town Clerk _____ RECEIVED BY DATE

PUD Plan Review fees to be determined

To Be Completed By Applicant

Petitioner:

Name: Town of Amherst Town Board

Address: Town of Amherst

5583 Main Street

Williamsville (city) NY (state) 14221 (zip code)

Phone: 716-631-7051 Fax: _____

E Mail: planningemail@amherst.ny.us

Representative (Architect, Engineer, Landscape Architect, Surveyor, or Attorney):

Name: Daniel C. Howard, AICP, Planning Director

Address: Town of Amherst

5583 Main Street

Williamsville, (city) NY (state) 14221 (zip code)

Phone: 716-631-7051 Fax: _____

E Mail: dhoward@amherst.ny.us

Attachment: 2023-12-13 Amended PUD Application_scanned (RES-2023-1009 : Issuance of Supplemental Findings Statement)

PLANNED UNIT DEVELOPMENT (PUD) APPLICATION (con't)

Project Location (must be verified by Town Assessor's Office):

Address: 772 North Forest, 385 Maple Road, 391 Maple Road

Williamsville, NY

SBL No(s): 68.01-1-1.2, 55.18-4-9 & 55.18-4-10

Project Name: Amherst Central Park

Project Description:

Adoption of a conceptual development plan for a planned unit development for the conversion of a former private golf course to a community park to include cultural, recreational and civic public spaces on an approximately 170.5 +/- acre parcel (see attached description)

If this petition is an amendment to a previously approved site plan, please describe the proposed changes (include type and size of existing structures and number of existing parking spaces):

Attachment: 2023-12-13 Amended PUD Application_scanned (RES-2023-1009 : Issuance of Supplemental Findings Statement)

PLANNED UNIT DEVELOPMENT (PUD) APPLICATION (con't) *Page 3*

	existing	proposed	total
Gross Floor Area (non-residential):	13,411 sf	175,077 sf	188,488 sf
Gross Floor Area Residential:	0	0	0
Number of Residential Units:	0	0	0
Number of Parking Spaces:	240	323	563

Acreage of Parcel: 170.5 +/- acres

(list each parcel separately)

Frontage on Public Roads: 1823.97 feet Sheridan Drive, 887.89 feet North Forest Road

(list each road separately) & 110 feet Maple Road

Existing Zoning District(s) RC- Recreation Conservation

X:\Current_Planning\Application Forms 2021\PUD Application Packet_2023.docx
REVISED July 2023

Attachment: 2023-12-13 Amended PUD Application_scanned (RES-2023-1009 : Issuance of Supplemental Findings Statement)

Conceptual Development Plan for Amherst Central Park Planned Unit Development

The Town of Amherst Conceptual Development Plan for the Amherst Central Park Planned Unit Development (PUD Plan) proposes the development of a Town Park on 170.55 acres of land on the former Westwood County Club property located at 772 North Forest Road and 385 & 391 Maple Road ("Property"). The future Amherst Central Park is an opportunity to create a beautiful natural community resource for the enjoyment of people of all ages. The Park will provide a place for people to connect and interact in a shared environment and brings intrinsic environmental, civic, and recreation benefits to residents and visitors to the Town.

Background

In November 2017 the Town Board, acting as the Lead Agency, issued a Final Generic Environmental Impact Statement ("FGEIS") for the proposed development of a 170 acre the former Westwood Country Club ("Property"). The FGEIS was prepared in response to an application submitted by the then-owner of the Property, requesting approval to rezone it from Recreation Conservation (RC) District to Traditional Neighborhood Development District (TND), Multi-Family Residential District 7 (MFR-7) and General Business District (GB). The "Westwood Neighborhood Rezoning Application" involved 130 town homes, 180 multi-family residential units, 26 larger patio homes, 57 smaller patio homes, 41 single-family homes, 104 senior independent living units, 130 hotel rooms and finally 212 multi-family residential units in mixed-use buildings.

Following preparation of the FGEIS, the Town Board issued its State Environmental Quality Review (SEQR) Findings Statement on December 11, 2017, and concluded that:

> Consistent with social, economic and other essential considerations from among the reasonable alternatives available, the Project does not avoid or minimize adverse environmental impacts to the maximum extent practicable, and that adverse impacts will not be avoided or minimized to the maximum extent practicable by incorporating as conditions to the decision those mitigative measures that were identified as practicable.

The rezoning application was denied.

Since that time, the Town of Amherst has purchased the property and through planning and public input has prepared a proposed Conceptual Development Plan for the Amherst Central Park. The Town Board has prepared an Application for the Property to be subject to a Planned Unit Development to implement the Conceptual Development Plan.

The Amherst Central Park PUD Plan

The proposed Town of Amherst Central Park PUD Plan is the product of a multi-year participatory planning process involving municipal leaders, residents, community stakeholders and consultants. The Plan proposes a multi-use park featuring natural resources, a community center for activities related to environmental education, fine arts, active and passive recreation, and historic preservation. The Park will provide a place for people to connect and interact in a shared environment and brings intrinsic environmental, civic, and recreation benefits to residents and visitors to the Town.

Attachment: 2023-12-13 Amended PUD Application_scanned (RES-2023-1009 : Issuance of Supplemental Findings Statement)

The area envisioned for the Amherst Central Park has been designated for recreation and open space uses as proposed in the PUD Plan for a long time. As a former Country Club, the Property included golf, tennis, swimming and civic uses associated with its Clubhouse. Recommended as Recreation, Open Space, and Greenways in the Town's Bicentennial Comprehensive Plan (Figure 6), and a component of the Amherst Local Waterfront Revitalization Program (LWRP) Plan (Section 4), the Park, with its location along Ellicott Creek is a featured project for recreation and waterfront enhancement in the Town.

Figure 1 illustrates the proposed Conceptual Development Plan for the PUD. Initial work will begin in the southern portion of the Property. Using an existing entrance with access to North Forest Road and a proposed entrance to Sheridan Drive, the Plan proposes the following features moving from the southeast to the southwest portion of the parcel:

- Ice Ribbon and Ice Rink, approximately 25,000 SF
- Inclusive Playground, approximately 12,500 SF
- Splash Pad, approximately 6,100 SF
- Public Plaza, approximately 20,000 sf, including a Winter Market, approximately 5,000 SF (buildings)
- Renovation of the former clubhouse into a Community Building, approximately 2,500 SF addition to existing (approximately 44,500 SF total at completion, including basement and all floors), to provide services including space for a Universal Pre-Kindergarten (UPK) program
- Outdoor Amphitheater, approximately 3,300 SF
- Community Theater Building, approximately 31,600 SF
- New building for the Buffalo Niagara Heritage Village Museum – approximately 36,000 SF, as well as relocation of historical buildings associated with the museum, totaling approximately 20,000 SF
- Enhancement of an existing wetland as a decorative pond and associated onsite mitigation (if required) and filling or modification of non-regulated wetlands
- Ancillary park improvements such as playgrounds, gardens/greenhouses, pedestrian access/pathways, educational kiosks and access drives as shown conceptually on the PUD Plan
- Construction of required mechanical buildings, public restrooms, parking lots, and supportive utilities such as storm sewers and stormwater management features, sanitary sewers, water, fiber optic cables, electric and natural gas service

The northern portion of Amherst Central Park is planned for natural-passive recreation along with preservation of existing ponds, wetlands and hardwood areas. From the southern portion, moving to the north, a proposed main loop drive provides access to features such as maintained trails and bike paths, natural playgrounds, and a variety of community gardens and tree plantings.

Supplemental Environmental Review

The PUD Plan is subject to review under the SEQR Act. A supplement to the FGEIS (SGEIS) is required because, pursuant to 6 NYCRR 617.10(d)(4), "[t]he subsequent proposed action was not addressed or was

Attachment: 2023-12-13 Amended PUD Application_scanned (RES-2023-1009 : Issuance of Supplemental Findings Statement)

not adequately addressed in the Generic EIS and the subsequent action may have one or more significant adverse environmental impacts." The Town has prepared a Part 1 Environmental Assessment Form for the Central Park Project, as well as a proposed Part 2 and Part 3 for consideration by the Town Board. There are four potential significant adverse environmental impacts that should be addressed in a supplement to the FGEIS. The following are the four impacts:

1. Impact on land
2. Impact on surface water
3. Impact on transportation
4. Impact on human health

The Town Board will prepare a Supplement FGEIS for the four items requiring further analysis. It should be noted that in light of the prior SEQRA analysis for the Property, and public outreach, the Town Board may decide to waive scoping for the preparation of the Supplemental FGEIS. As part of the planned unit development process, both the Planning Board and the Town Board will be holding public hearings on the PUD Plan Application.

Amherst Central Park Facility Improvements Review Process

The Town is developing the Park pursuant to the Planned Unit Development (PUD) Process set forth in Section 6-9 of the Zoning Code, as the Property is in excess of 30 acres. As set forth in Zoning Code 6-9-1, the purpose of the PUD Process is to permit coordinated development that allows flexibility to respond to market demands. Pursuant to Zoning Code 6-9-2, the Town Board intends to adjust the regulations, standards and criteria of the Zoning Ordinance as part of the PUD Process for the Amherst Central Park to implement the Conceptual Development Plan and future improvements that are not part of the Conceptual Development Plan. Figure 2 on the following page sets forth the process for developing, approving and implementing the improvements in Amherst Central Park.

As part of the development of the Amherst Central Park, the Town Board will establish an Amherst Central Park (ACP) Planning Team, which will include, but not be limited to, the Director of Facilities, the Town Engineer, Town Architect, Building Commissioner, Planning Director, and Police/Fire Representative.

The Amherst Central Park (ACP) Facility Improvement Review Process depicted in figure 2 is described in more detail below.

1. The Director of Facilities will initiate planning for a Park improvement, which may commence through his or her own initiative; through specific direction by the Town Board; through implementation of projects previously approved by the Board or set forth in the Town's Capital Improvement Program (CIP).

2. Once the concept has been initiated, the Director of Facilities will direct the ACP Planning Team to commence planning and design of the improvement.

3. The Director of Facilities will work with the Planning Director to determine the level of review necessary (major or minor) and prepare a Facilities Improvement Plan application ("ACP Application") for the ACP Planning Team to review.

Attachment: 2023-12-13 Amended PUD Application_scanned (RES-2023-1009 : Issuance of Supplemental Findings Statement)

Attachment: 2023-12-13 Amended PUD Application_scanned (RES-2023-1009 : Issuance of Supplemental Findings Statement)

Proposed Amherst Central Park (ACP) Facility Improvement Review Process

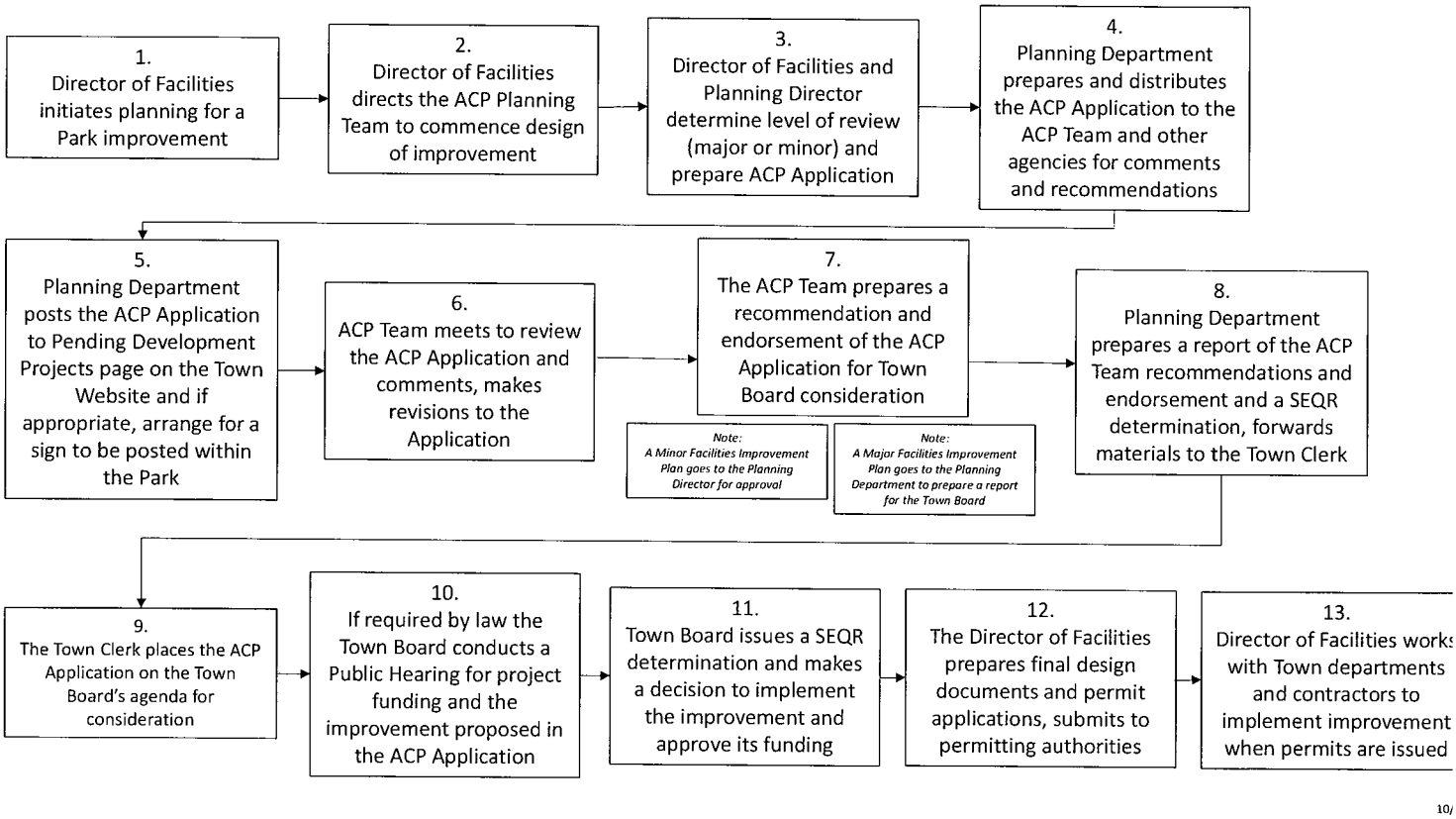


Figure 2

4. The Planning Department will prepare and distribute the ACP Application to the ACP Planning Team, and other agencies as appropriate, for comments and recommendations.

5. The Planning Department will post the ACP Application to its Pending Development Projects page on the Town Website and, if appropriate, arrange to post a sign with notice of the improvement within the Park.

6. The ACP Planning Team will meet to review the ACP Application and comments received, and, if necessary, makes revisions to the ACP Application based upon the comments received.

7. The ACP Planning Team will prepare a recommendation and endorsement in support of the ACP Application for consideration by the Town Board.

8. The Planning Department prepares a report of the ACP Team recommendations and endorsement and a SEQR determination, forwards materials to the Town Clerk.

9. The Town Clerk will place the ACP Application on the Town Board's agenda for consideration.

10. If required by law, the Town Board will conduct a Public Hearing for project funding and the improvement proposed in the ACP Application.

11. The Town Board will issue a SEQRA determination and makes a decision whether to proceed with approving and implementing the improvement set forth in the ACP Application and its funding.

12. The Director of Facilities will prepare final design documents and appropriate permitting applications, submits materials to the permitting authority.

13. Director of Facilities will work with appropriate Town Departments and contractors to implement the improvement once the permitting authorities issue the necessary permits.

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AMHERST
New York

CENTRAL PARK
Concept Plan
October 2, 2023

COMMISSIONED BY
THE TOWN OF AMHERST, N.Y.

Prepared By
DOVER, KOHL & PARTNERS

Modified By
The Town of Amherst



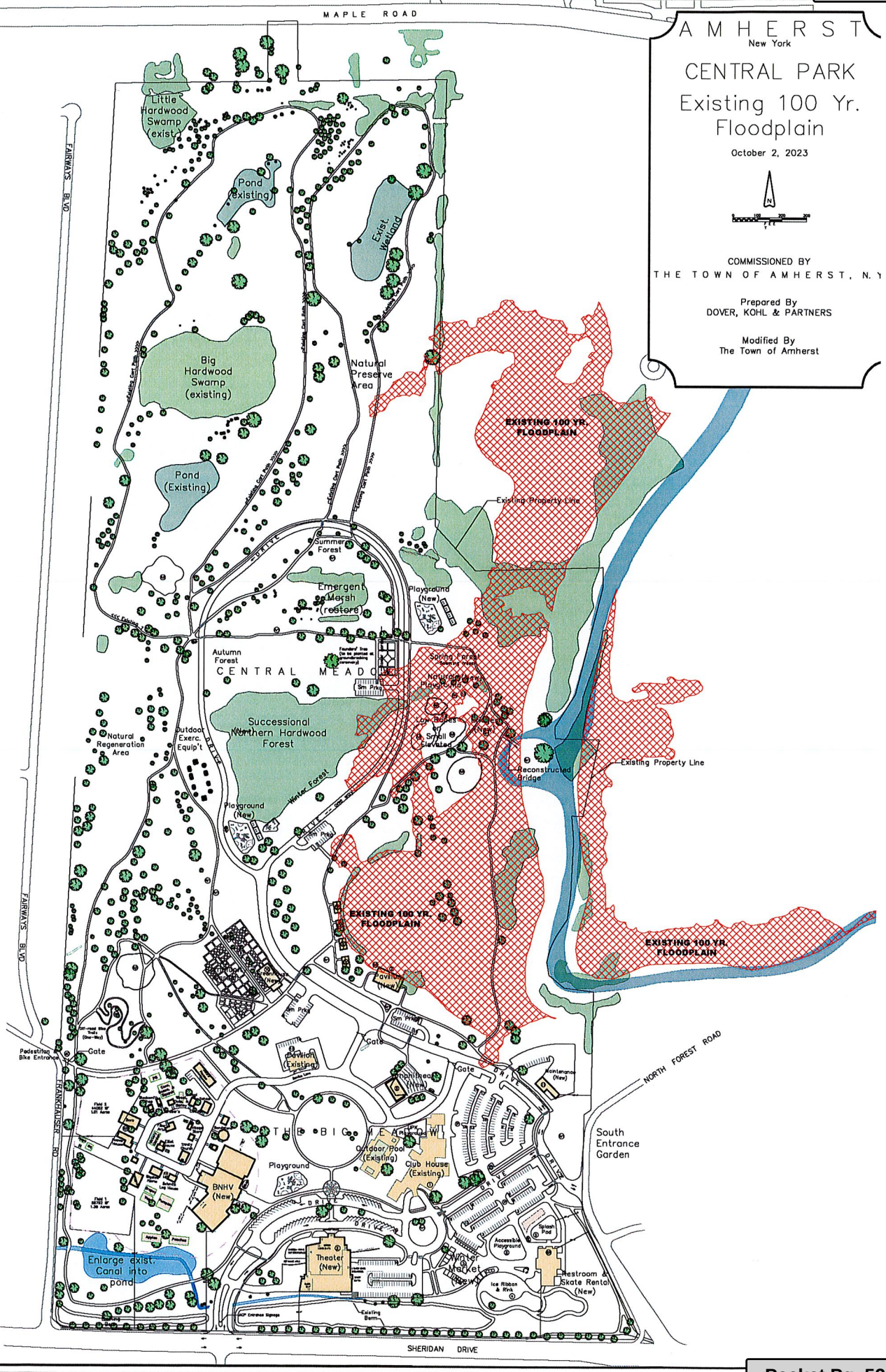
LEGEND

UNIQUE FEATURES
1) Community Building (Former Club House)
2) Music Fare Theater
3) The Winter Market
4) Ice Ribbon + Ice Rink
5) Splash Pad + Inclusive Playground
6) Amphitheater
7) Lake Front Pavilion
8) Outdoor Exercise Equipment (10 Stations)
9) Community Gardens (can be any size)
10) Greenhouse
11) Maintenance Area
12) Low Ropes Course or suspended bridges
13) Sheltered Bus Stop (at South Entrance)
14) Buffalo Niagara Heritage Village (Relocated)
15) Multi-use Pavilion

Multiple Features
- (PC) Playground (Conventional Equipment)
- (PN) Playground (Natural)
- (RR) Restrooms
- (SO) Roofed Open Air Shelters
- (OC) Outdoor Classrooms
- (AP) Public Art / Sculpture Sites
- (BT) Off-road Bike Trails, 4-feet wide, dirt
- (AR) Accentuated Rise (mounded hills)
- (ME) Minor Entrance Gates.
- (BRx) Bicycle Parking Racks (size to be determined)

- Existing Deciduous
- Existing Tree Canopy
- Existing Water
- Proposed Marsh / Water

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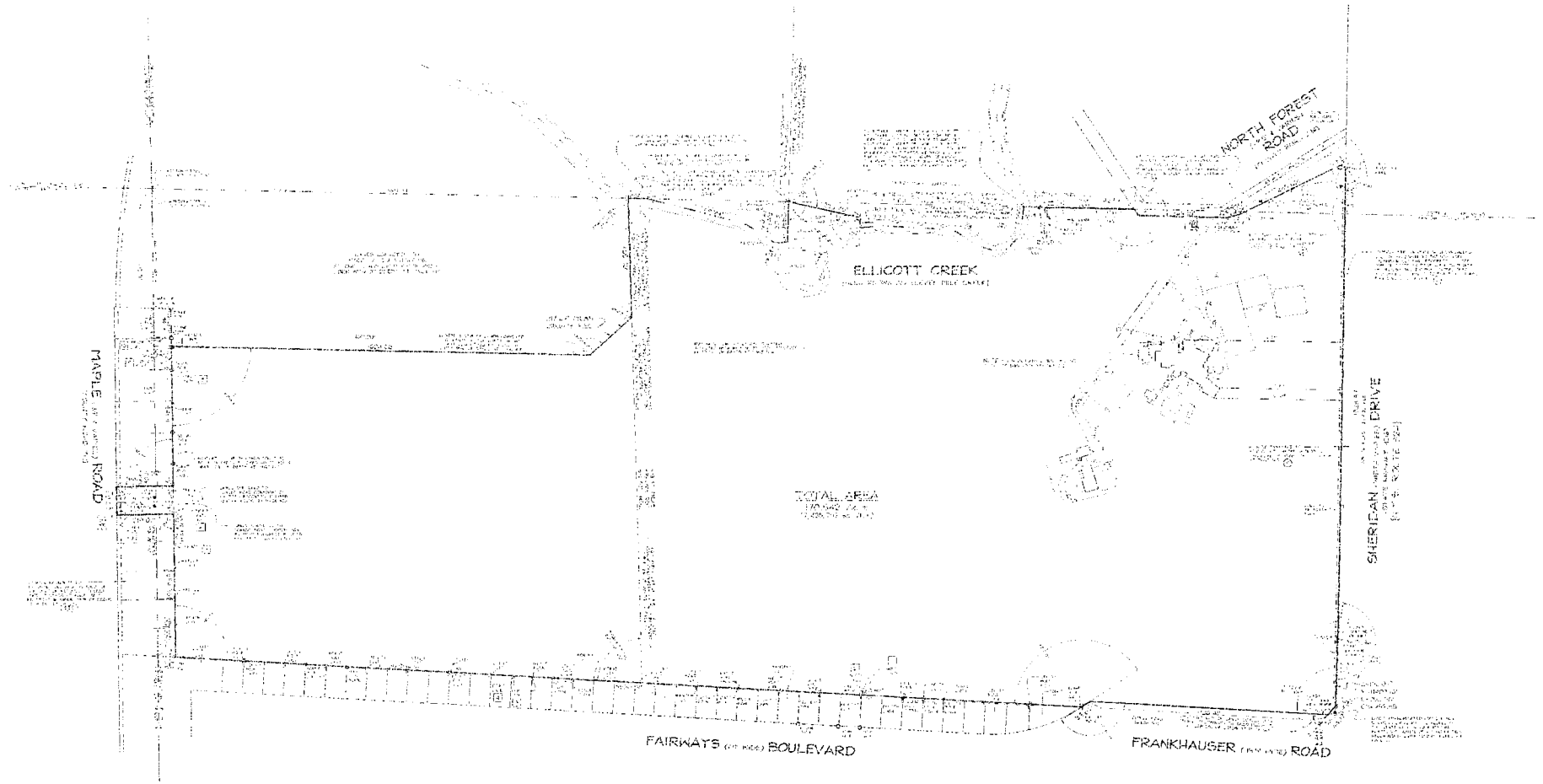


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TABLE OF ENCROACHMENTS

GRAPHIC SCALE

A.L.T.A. SURVEY
FOR
WESTWOOD COUNTY CLUB

Packet Pg. 522

8.5.c

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Amherst Central Park		
Project Location (describe, and attach a general location map): Property located at 772 North Forest Road, 385 & 391 Maple Road		
Brief Description of Proposed Action (include purpose or need): Adoption of a conceptual development plan for a planned unit development for the conversion of a former private golf course to a community park to include cultural, recreational and civic public spaces on an approximately 170.5 +/- acre parcel.		
Name of Applicant/Sponsor: Town of Amherst	Telephone: (716) 631-7051 E-Mail:	
Address: 5583 Main Street		
City/PO: Williamsville	State: NY	Zip Code: 14221
Project Contact (if not same as sponsor; give name and title/role): Daniel C. Howard, AICP, Planning Director	Telephone: (716) 631-7051 E-Mail: dhoward@amherst.ny.us	
Address: 5583 Main Street		
City/PO: Williamsville	State: NY	Zip Code: 14221
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

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B. Government Approvals

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

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes ☐No	Town Board	October 2023
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Planning Board (PUD recommendation)	TBD
c. City, Town or Village Zoning Board of Appeals ☐Yes ☑No		
d. Other local agencies ☑Yes ☐No	Amherst Building Department - Construction permits	TBD
e. County agencies ☑Yes ☐No	Erie County Dept of Environment and Planning 239GML & ECDPW - ROW permits	October 2023
f. Regional agencies ☐Yes ☑No		
g. State agencies ☑Yes ☐No	NYSDOT - ROW permit NYSDEC - SPDES and wetland permits	TBD
h. Federal agencies ☑Yes ☐No	US Army Corps of Engineers -CWA 404	TBD

i. Coastal Resources.

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

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

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

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

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

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

If Yes, identify the plan(s):

NYS Heritage Areas:West Erie Canal Corridor

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

If Yes, identify the plan(s):

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C.3. Zoning

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

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

c. Is a zoning change requested as part of the proposed action? ☑ Yes ☐ No
If Yes,
i. What is the proposed new zoning for the site? no zoning district change, however, adjustments are proposed as part of the PUD application

C.4. Existing community services.

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

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

c. Which fire protection and emergency medical services serve the project site?
Snyder Fire District, Millard FIllmore Suburban Hospital

d. What parks serve the project site?
Town of Amherst Audubon Golf Course, Town of Amherst Northtown Center (Ice Rink) & Recreation Complex (Athletic Fields), Town of Amherst Par 3 Golf Course, Town of Amherst Ellicott Creek Trailway (bike path and tennis courts)

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Mixed - Recreation, Civic, Community Facility, Commercial

b. a. Total acreage of the site of the proposed action? 170.5 acres
b. Total acreage to be physically disturbed? 17+/- acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 170.5 acres

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

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

e. Will the proposed action be constructed in multiple phases? ☑ Yes ☐ No
i. If No, anticipated period of construction: _____ months
ii. If Yes:
- Total number of phases anticipated TBD
- Anticipated commencement date of phase 1 (including demolition) June month 2024 year
- Anticipated completion date of final phase June month 2034 year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases:
The southern portion of the project site will be completed first, which will have the most intensive development with recreation, community and civic facilities.

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f. Does the project include new residential uses? ☐ Yes ☑ No
If Yes, show numbers of units proposed.

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

g. Does the proposed action include new non-residential construction (including expansions)? ☑ Yes ☐ No
If Yes,
i. Total number of structures 11+/-new plus 20 +/- relocated structures
ii. Dimensions (in feet) of largest proposed structure: 40 height; 150 width; and 200 length
iii. Approximate extent of building space to be heated or cooled: 30,000 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☑ Yes ☐ No
If Yes,
i. Purpose of the impoundment: creation of decorative pond
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☑ Surface water streams ☐ Other specify:
iii. If other than water, identify the type of impounded/contained liquids and their source.
iv. Approximate size of the proposed impoundment. Volume: 937.79 million gallons; surface area: 0.96 acres
v. Dimensions of the proposed dam or impounding structure: 3 height; 450+/- length
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):
excavation of existing town drainage way

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☑ Yes ☐ No
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
If Yes:
i. What is the purpose of the excavation or dredging? Removal of soil for buildings and pond construction
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
- Volume (specify tons or cubic yards): TBD
- Over what duration of time? TBD

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No If yes, describe. removal of existing natural soil strata and historical soil fill material from golf course construction. Management and off site disposal of any soils will be under the appropriate oversight of NYS DEC. ☐ ☑
iv.
v. What is the total area to be dredged or excavated? TBD acres
vi. What is the maximum area to be worked at any one time? TBD acres
vii. What would be the maximum depth of excavation or dredging? TBD feet
viii. Will the excavation require blasting? ☐ Yes ☑ No
ix. Summarize site reclamation goals and plan:
site to be reclaimed for passive and active recreation.

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☑ Yes ☐ No
If Yes:
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): see isolated wetlands and unregulated tributaries in the delineation report prepared by Earth Dimensions, Inc. dated June12, 2023

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ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, o alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:
The Town will alter the wetlands identified as wetland W11 and W12 to accommodate the location of a theater and museum building. Tributary 3 will be also be altered. These water bodies will be altered to accommodate stormwater detention and a decorative pond.

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☑ Yes ☐ No
If Yes, describe: construction of a decorative pond may disturb existing sediments in tributary 3

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☑ No
If Yes:
- acres of aquatic vegetation proposed to be removed:
- expected acreage of aquatic vegetation remaining after project completion:
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access):
- proposed method of plant removal:
- if chemical/herbicide treatment will be used, specify product(s):

v. Describe any proposed reclamation/mitigation following disturbance:
Disturbed area will be reclaimed to a decorative pond in the southwest corner of the initial project area.

c. Will the proposed action use, or create a new demand for water? ☑ Yes ☐ No
If Yes:
i. Total anticipated water usage/demand per day: 100,000 gallons/day
ii. Will the proposed action obtain water from an existing public water supply? ☑ Yes ☐ No
If Yes:
- Name of district or service area: Town of Amherst/ECWA Lease Management Area
- Does the existing public water supply have capacity to serve the proposal? ☑ Yes ☐ No
- Is the project site in the existing district? ☑ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☑ No
- Do existing lines serve the project site? ☑ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? ☑ Yes ☐ No
If Yes:
- Describe extensions or capacity expansions proposed to serve this project:
building service lines and a new main extension will be constructed to service the buildings.
- Source(s) of supply for the district:

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☑ No
If, Yes:
- Applicant/sponsor for new district: N/A
- Date application submitted or anticipated: N/A
- Proposed source(s) of supply for new district: N/A

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

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

d. Will the proposed action generate liquid wastes? ☑ Yes ☐ No
If Yes:
i. Total anticipated liquid waste generation per day: 80,000 gallons/day
ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each):
sanitary wastewater will be generated, including splash pad spray to drain system and backwash water for swimming pool

iii. Will the proposed action use any existing public wastewater treatment facilities? ☑ Yes ☐ No
If Yes:
- Name of wastewater treatment plant to be used: Town of Amherst Wastewater Treatment Plant #16
- Name of district: Town of Amherst Consolidated Sewer District
- Does the existing wastewater treatment plant have capacity to serve the project? ☑ Yes ☐ No
- Is the project site in the existing district? ☑ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☑ No

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

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: A sanitary main extension will be constructed to service the site with individual laterals for each new occupied buildings.

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

If Yes:

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

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

N/A

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

N/A

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

If Yes:

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

_____ Square feet or 16.85 acres (impervious surface)

_____ Square feet or 170.5 acres (parcel size)

ii. Describe types of new point sources. The creation of new parking lots, impervious park spaces, paved pathways, Town facilities, landscaped/ manicured lawn spaces and park/access roads.

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

Site runoff will be captured and treated in source proximity before being conveyed through a piped tiered system to a storm detention pond for additional treatment and attenuation. Ultimately, runoff will be discharged to Ellicott Creek.

- If to surface waters, identify receiving water bodies or wetlands: Ellicott Creek, Wetland W11 and tributary 3
- Will stormwater runoff flow to adjacent properties? ☐Yes ☑No

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

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

If Yes, identify:

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

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

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

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

If Yes:

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

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

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

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

If Yes:

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

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

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

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

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

If Yes:

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

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

iii. Parking spaces: Existing 240 Proposed 563 Net increase/decrease + 323

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

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

The project site consists of improving the entry off of North Forest Road and adding a driveway along Sheridan Drive.

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

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

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

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

If Yes:

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

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

National Grid (grid/local utility)

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

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

i. During Construction:

- Monday - Friday: 7am to 7pm
- Saturday: 7am to 7pm
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: available 24 hours
- Saturday: available 24 hours
- Sunday: available 24 hours
- Holidays: available 24 hours

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

If yes:

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

Heavy equipment will be used on site during construction during 7am to 7pm Monday through Friday.

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

Describe: The intent is to keep natural buffers intact between land uses.

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

If yes:

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

The project will consist of parking lot and street lighting as per Town of Amherst Engineering road standards and Zoning Code requirements per Chapter 203-7-3.

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

Describe:

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

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

The proposed Buffalo Niagara Heritage Village museum will have outdoor living displays ,which may include livestock and poultry. Such displays will be 150'+/- from the nearest occupied structures to the west of the project site.

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

If Yes:

i. Product(s) to be stored

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

iii. Generally, describe the proposed storage facilities:

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

If Yes:

i. Describe proposed treatment(s):

During operation, pesticide use may include routine rodent baiting associated with food service operations.
During operation, limited herbicide use may be utilized to control invasive weed growth.

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

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

If Yes:

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

- Construction: building materials waste tons per TBD (unit of time)
- Operation : refuse/food wastes tons per TBD (unit of time)

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

- Construction: TBD
- Operation: source separation of recyclables

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

- Construction: TBD
- Operation: Solid waste landfill

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8.5.c

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☐ No
If Yes:
i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
ii. Anticipated rate of disposal/processing:
- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No Unknown if hazardous waste will be generated as part of construction remediation activities. If yes, hazardous materials will be disposed of at a hazardous waste facility with concurrence of NYSDEC.
If Yes:
i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____
ii. Generally describe processes or activities involving hazardous wastes or constituents: _____
iii. Specify amount to be handled or generated _____ tons/month
iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____
v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No
If Yes: provide name and location of facility: _____
If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

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

a. Existing land uses.
i. Check all uses that occur on, adjoining and near the project site.
☐ Urban ☐ Industrial ☑ Commercial ☑ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☑ Other (specify): Municipal Facility, Recreation and Utilities
ii. If mix of uses, generally describe:
The project site was operated as a private golf course surrounded predominantly by residential housing. The Town's Highway Department is located to the east and the Town Audubon and Par 3 golf courses are located to the north of the property. Within close proximity are commercial land uses.

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	8.66	25.51	16.85
• Forested	14.97	14.97	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	136.66	109.21	-27.45
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	3.34	4.3	+0.96
• Wetlands (freshwater or tidal)	10.26	10.09	-0.17
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: _____			

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

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

e. Does the project site contain an existing dam? ☐ Yes ☑ No
If Yes:
i. Dimensions of the dam and impoundment:
- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☑ No
If Yes:
i. Has the facility been formally closed? ☐ Yes ☐ No
- If yes, cite sources/documentation: _____

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

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

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☑ Yes ☐ No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:
soil contaminates have been identified on the site associated with the use of herbicides and pesticides when operated as a golf course by prior owners.

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☑ Yes ☐ No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☑ Yes ☐ No
☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____
☑ Yes – Environmental Site Remediation database — Provide DEC ID number(s): C915291
☐ Neither database

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

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☑ Yes ☐ No
If yes, provide DEC ID number(s): C915291, C915207

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

Brownfield site C915291 was terminated from the NYS Brownfield Program in April 2023 by notice of the transfer of the Property to the Town of Amherst. Adjacent site C915207 is "completed" per the NYSDEC Site Registry.

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

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

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? >80 inches feet

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

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

Odessa (silt loam)	38 %
Claverack (loamy fine)	18 %
Cosad (loamy fine sand)	15 %

d. What is the average depth to the water table on the project site? Average: 0.5-1.5 feet

e. Drainage status of project site soils:
☐ Well Drained: ____ % of site
☑ Moderately Well Drained: 90 % of site
☑ Poorly Drained 10 % of site

f. Approximate proportion of proposed action site with slopes:
☑ 0-10%: 100 % of site
☐ 10-15%: ____ % of site
☐ 15% or greater: ____ % of site

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

h. Surface water features.

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

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

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

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

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

- Streams: Name 837-25 Ellicott Creek Classification B
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Federal Waters, Federal Waters, Federal Waters,... Approximate Size _____
- Wetland No. (if regulated by DEC) _____

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

If yes, name of impaired water body/bodies and basis for listing as impaired: _____
Name - Pollutants - Uses:Ellicott Creek, Lower, and tribs – Nutrients;Silt/Sediment – Aquatic Life

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

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

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

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

i. Name of aquifer: _____

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m. Identify the predominant wildlife species that occupy or use the project site:
deer, rabbits, squirrels, mice
turkeys
red fox, coyotes

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

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

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

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

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

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

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

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

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☑ No
If Yes:
i. CEA name: _____
ii. Basis for designation: _____
iii. Designating agency and date: _____

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

If Yes:

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

ii. Name: Eligible property:829 NORTH FOREST RD, AMHERST

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

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

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

If Yes:

i. Describe possible resource(s):

ii. Basis for identification:

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

If Yes:

i. Identify resource:

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

iii. Distance between project and resource: _____ miles.

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

If Yes:

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

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

F. Additional Information

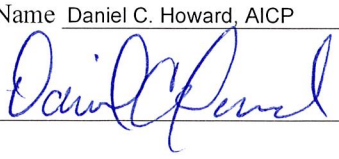
Attach any additional information which may be needed to clarify your project.

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

G. Verification

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

Applicant/Sponsor Name Daniel C. Howard, AICP Date October 2, 2023

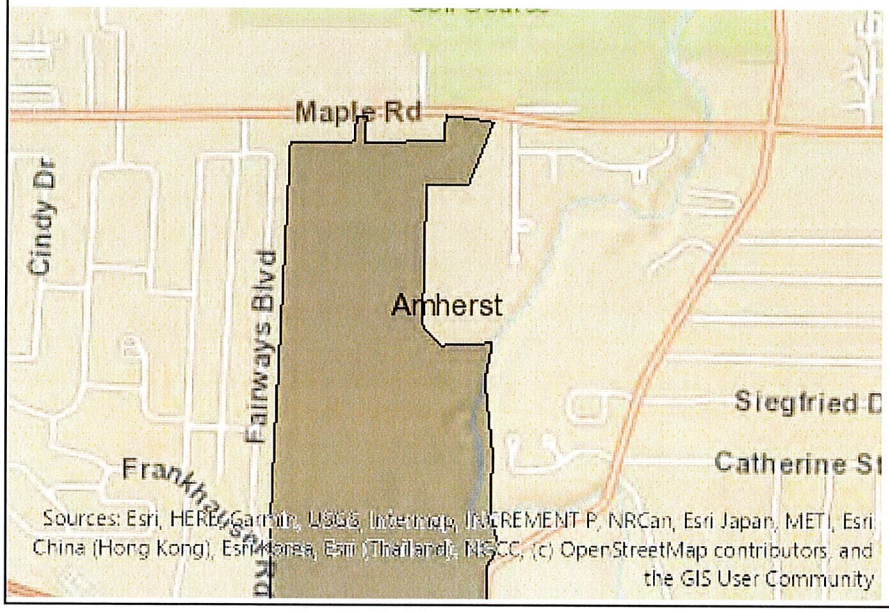
Signature  Title Planning Director

PRINT FORM

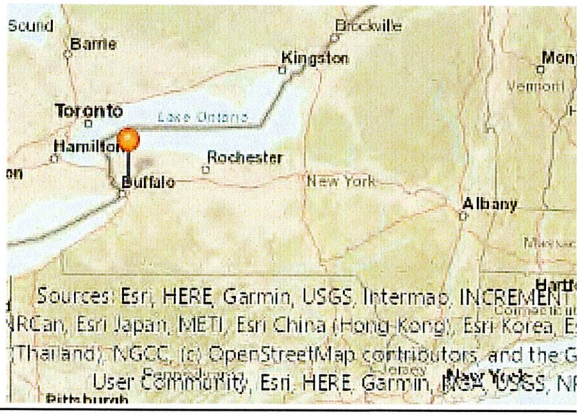
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EAF Mapper Summary Report

Friday, August 18, 2023 2:08 PM



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



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	Remediaton Sites:C915291, NYS Heritage Areas:West Erie Canal Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Yes - Digital mapping data for Spills Incidents are not available for this location. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Yes
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Yes
E.1.h.i [DEC Spills or Remediation Site - DEC ID Number]	C915291
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	C915291, C915207
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	837-25
E.2.h.iv [Surface Water Features - Stream Classification]	B
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters

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E.2.h.v [Impaired Water Bodies]	Yes
E.2.h.v [Impaired Water Bodies - Name and Basis for Listing]	Name - Pollutants - Uses:Ellicott Creek, Lower, and tribs – Nutrients;Silt/Sediment – Aquatic Life
E.2.i. [Floodway]	Yes
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Eligible property:829 NORTH FOREST RD, AMHERST
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

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

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

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

Tips for completing Part 2:

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

1. Impact on Land

Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) ☐ NO ☑ YES

If "Yes", answer questions a - j. If "No", move on to Section 2.

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

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2. Impact on Geological Features

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

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

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

3. Impacts on Surface Water

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

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

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

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l. Other impacts: _____		☐	☐

4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) ☐ NO ☑ YES

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

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

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) ☐ NO ☑ YES

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

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

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g. Other impacts: _____		☐	☐

6. Impacts on Air

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

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

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

7. Impact on Plants and Animals

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

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

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

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

8. Impact on Agricultural Resources

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

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

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

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9. Impact on Aesthetic Resources

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

☑ NO ☐ YES

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

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

10. Impact on Historic and Archeological Resources

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

☐ NO ☑ YES

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

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

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

11. Impact on Open Space and Recreation

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

☑ NO ☐ YES

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

12. Impact on Critical Environmental Areas

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

☑ NO ☐ YES

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

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

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

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

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

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

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

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

16. Impact on Human Health

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

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

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

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17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans. ☑ NO ☐ YES
(See Part 1. C.1, C.2. and C.3.)
If "Yes", answer questions a - h. If "No", go to Section 18.

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

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character. ☑ NO ☐ YES
(See Part 1. C.2, C.3, D.2, E.3)
If "Yes", answer questions a - g. If "No", proceed to Part 3.

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

PRINT FULL FORM

Attachment: 2023-12-13 Amended PUD Application_scanned (RES-2023-1009 : Issuance of Supplemental Findings Statement)

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.

1. Impact on Land - The proposed conversion of the former golf course to a community park may involve the excavation and removal of more than 1000 tons of soil from the 170.5 +/- acre site.

2. Impact of Surface Water - The construction of a 0.96+/- acre decorative pond within an existing unnamed tributary may disturb existing bottom sediments of such tributary. Additionally, a 0.17 +/- acre isolated wetland will be filled to accommodate a parking area.

3. Impact on Transportation - The proposed action will result in the construction of paved parking for 500 or more vehicles and the proposed action may alter the present pattern of movement of people or goods.

4. Impact on Human Health - The project site has evidence of soil contaminants as a result of past use of herbicides/pesticides. Adequate control measures will be in place to ensure that any contaminated soils are managed in accordance with applicable laws and be protective of the environment and human health.

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Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☑ Type 1 ☐ Unlisted

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

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

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

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

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

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

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

Name of Action: Amherst Central Park

Name of Lead Agency: Town of Amherst

Name of Responsible Officer in Lead Agency: Brian J. Kulpa

Title of Responsible Officer: Town Supervisor

Signature of Responsible Officer in Lead Agency: Date: October 2, 2023

Signature of Preparer (if different from Responsible Officer) Date: October 2, 2023

For Further Information:

Contact Person: Daniel C. Howard, AICP, Planning Director

Address: 5583 Main Street, Williamsville, New York 14221

Telephone Number: 716-631-7051

E-mail: dhoward@amherst.ny.us

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

Attachment: 2023-12-13 Amended PUD Application_scanned (RES-2023-1009 : Issuance of Supplemental Findings Statement)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 28379 **RESOLUTION 2023-1010** **ADOPTED**

Approval of Planned Unit Development For 772 North Forest Road, 385 Maple Road & 391 Maple Road

WHEREAS, the Town Board seeks to convert the 772 North Forest Road, 385 Maple Road, and 391 Maple Road ("Property") from an abandoned private golf course to a community park to include cultural, recreational and civic public spaces called the Amherst Central Park; and

WHEREAS, the Town intends to develop the Property pursuant to the Planned Unit Development ("PUD") Process set forth in Section 6-9 of the Zoning Code, as the Property is in excess of 30 acres; and

WHEREAS, the Town Board prepared the Planned Unit Development Application for the Property, as amended on October 13, 2023, which is attached hereto and incorporated herein as Exhibit 1 ("PUD Application"); and

WHEREAS, pursuant to Zoning Code 6-9-2, the PUD Application sets forth the adjustments to the regulations, standards, and criteria of the Zoning Ordinance for the Amherst Central Park to implement the Conceptual Development Plan set forth therein; and

WHEREAS, the PUD Application sets forth the adjustments that will govern the development of the Property, including but not limited to the allowable uses at the Property; and

WHEREAS, the PUD Application establishes the creation of the Amherst Central Park (ACP) Planning Team that will implement the improvements authorized in Amherst Central Park through the ACP Facility Improvement Review Process; and

WHEREAS, the Town Board referred the PUD Application to the Planning Board for review and recommendation; and

WHEREAS, the Planning Director prepared a staff report and provided same to the Planning Board; and

WHEREAS, the Planning Board conducted a public hearing on November 16, 2023; and

WHEREAS, the Planning Board recommended to the Town Board approval of the PUD application on November 16, 2023; and

WHEREAS, the Town Board held a public hearing on the PUD Application on December 4, 2023; and

WHEREAS, the Town Board prepared and issued a Supplemental Generic Environmental Impact Statement ("SGEIS") pursuant to the State Environmental Quality Review Act ("SEQRA") on December 4, 2023; and

WHEREAS, the Town Board issued a Supplemental Findings Statement based upon the SGEIS on December 18, 2023; and

WHEREAS, the Town conducted a Local Waterfront Revitalization Program Plan Consistency Review pursuant to the Town of Amherst Local Waterfront Revitalization Program ("LWRP"); and

WHEREAS, the Town board now desires to make a decision on the PUD Application,

NOW, THEREFORE, BE IT RESOLVED,

A. The PUD Application is consistent with the Town of Amherst Local Waterfront Revitalization Program;

B. The PUD Application is hereby approved in its entirety, including the adjustments to the regulations, standards, and criteria of the Zoning Ordinance, as set forth therein;

C. The uses set forth in the PUD Application will be allowed in the Amherst Central Park;

D. The ACP Planning Team is hereby established to implement all improvements authorized in Amherst Central Park. The ACP Planning Team includes, but is not limited to, the Director of Facilities (Expansion Coordinator of Special Projects), the Town Engineer, the Town Architect, the Building Commissioner, the Planning Director, and a Police/Fire representative.

e. The ACP Planning Team shall utilize the ACP Facility Improvement Review Process set forth in the PUD Application in its implementation of the projects set forth in the PUD Application, as well as any other uses allowed in the underlying Recreation Conservation ("RC") district.

12/18/2023

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Planned Unit Development (PUD) Review

For Official Use

File #: _____ **Acreage** _____ **Fee $** _____

Address Verified by Assessor's Office _____ VERIFIED BY DATE

Materials Received by Planning Department _____ RECEIVED BY DATE

Fee Paid to Town Clerk _____ RECEIVED BY DATE

PUD Plan Review fees to be determined

To Be Completed By Applicant

Petitioner:

Name: Town of Amherst Town Board

Address: Town of Amherst

5583 Main Street

Williamsville NY 14221

city state zip code

Phone: 716-631-7051 Fax: _____

E Mail: planningemail@amherst.ny.us

Representative (Architect, Engineer, Landscape Architect, Surveyor, or Attorney):

Name: Daniel C. Howard, AICP, Planning Director

Address: Town of Amherst

5583 Main Street

Williamsville, NY 14221

city state zip code

Phone: 716-631-7051 Fax: _____

E Mail: dhoward@amherst.ny.us

Attachment: 2023-12-13 Amended PUD Application_scanned (RES-2023-1010 : Approval of Planned Unit Development for 772 North Forest

PLANNED UNIT DEVELOPMENT (PUD) APPLICATION (con't)

Project Location (must be verified by Town Assessor's Office):

Address: 772 North Forest, 385 Maple Road, 391 Maple Road

Williamsville, NY

SBL No(s): 68.01-1-1.2, 55.18-4-9 & 55.18-4-10

Project Name: Amherst Central Park

Project Description:

Adoption of a conceptual development plan for a planned unit development for the conversion of a former private golf course to a community park to include cultural, recreational and civic public spaces on an approximately 170.5 +/- acre parcel (see attached description)

If this petition is an amendment to a previously approved site plan, please describe the proposed changes (include type and size of existing structures and number of existing parking spaces):

Attachment: 2023-12-13 Amended PUD Application_scanned (RES-2023-1010 : Approval of Planned Unit Development for 772 North Forest

PLANNED UNIT DEVELOPMENT (PUD) APPLICATION (con't) *Page 3*

	existing	proposed	total
Gross Floor Area (non-residential):	13,411 sf	175,077 sf	188,488 sf
Gross Floor Area Residential:	0	0	0
Number of Residential Units:	0	0	0
Number of Parking Spaces:	240	323	563

Acreage of Parcel: 170.5 +/- acres

(list each parcel separately)

Frontage on Public Roads: 1823.97 feet Sheridan Drive, 887.89 feet North Forest Road

(list each road separately) & 110 feet Maple Road

Existing Zoning District(s) RC- Recreation Conservation

X:\Current_Planning\Application Forms 2021\PUD Application Packet_2023.docx
REVISED July 2023

Attachment: 2023-12-13 Amended PUD Application_scanned (RES-2023-1010 : Approval of Planned Unit Development for 772 North Forest

Conceptual Development Plan for Amherst Central Park Planned Unit Development

The Town of Amherst Conceptual Development Plan for the Amherst Central Park Planned Unit Development (PUD Plan) proposes the development of a Town Park on 170.55 acres of land on the former Westwood County Club property located at 772 North Forest Road and 385 & 391 Maple Road ("Property"). The future Amherst Central Park is an opportunity to create a beautiful natural community resource for the enjoyment of people of all ages. The Park will provide a place for people to connect and interact in a shared environment and brings intrinsic environmental, civic, and recreation benefits to residents and visitors to the Town.

Background

In November 2017 the Town Board, acting as the Lead Agency, issued a Final Generic Environmental Impact Statement ("FGEIS") for the proposed development of a 170 acre the former Westwood Country Club ("Property"). The FGEIS was prepared in response to an application submitted by the then-owner of the Property, requesting approval to rezone it from Recreation Conservation (RC) District to Traditional Neighborhood Development District (TND), Multi-Family Residential District 7 (MFR-7) and General Business District (GB). The "Westwood Neighborhood Rezoning Application" involved 130 town homes, 180 multi-family residential units, 26 larger patio homes, 57 smaller patio homes, 41 single-family homes, 104 senior independent living units, 130 hotel rooms and finally 212 multi-family residential units in mixed-use buildings.

Following preparation of the FGEIS, the Town Board issued its State Environmental Quality Review (SEQR) Findings Statement on December 11, 2017, and concluded that:

> Consistent with social, economic and other essential considerations from among the reasonable alternatives available, the Project does not avoid or minimize adverse environmental impacts to the maximum extent practicable, and that adverse impacts will not be avoided or minimized to the maximum extent practicable by incorporating as conditions to the decision those mitigative measures that were identified as practicable.

The rezoning application was denied.

Since that time, the Town of Amherst has purchased the property and through planning and public input has prepared a proposed Conceptual Development Plan for the Amherst Central Park. The Town Board has prepared an Application for the Property to be subject to a Planned Unit Development to implement the Conceptual Development Plan.

The Amherst Central Park PUD Plan

The proposed Town of Amherst Central Park PUD Plan is the product of a multi-year participatory planning process involving municipal leaders, residents, community stakeholders and consultants. The Plan proposes a multi-use park featuring natural resources, a community center for activities related to environmental education, fine arts, active and passive recreation, and historic preservation. The Park will provide a place for people to connect and interact in a shared environment and brings intrinsic environmental, civic, and recreation benefits to residents and visitors to the Town.

Attachment: 2023-12-13 Amended PUD Application_scanned (RES-2023-1010 : Approval of Planned Unit Development for 772 North Forest

The area envisioned for the Amherst Central Park has been designated for recreation and open space uses as proposed in the PUD Plan for a long time. As a former Country Club, the Property included golf, tennis, swimming and civic uses associated with its Clubhouse. Recommended as Recreation, Open Space, and Greenways in the Town's Bicentennial Comprehensive Plan (Figure 6), and a component of the Amherst Local Waterfront Revitalization Program (LWRP) Plan (Section 4), the Park, with its location along Ellicott Creek is a featured project for recreation and waterfront enhancement in the Town.

Figure 1 illustrates the proposed Conceptual Development Plan for the PUD. Initial work will begin in the southern portion of the Property. Using an existing entrance with access to North Forest Road and a proposed entrance to Sheridan Drive, the Plan proposes the following features moving from the southeast to the southwest portion of the parcel:

- Ice Ribbon and Ice Rink, approximately 25,000 SF
- Inclusive Playground, approximately 12,500 SF
- Splash Pad, approximately 6,100 SF
- Public Plaza, approximately 20,000 sf, including a Winter Market, approximately 5,000 SF (buildings)
- Renovation of the former clubhouse into a Community Building, approximately 2,500 SF addition to existing (approximately 44,500 SF total at completion, including basement and all floors), to provide services including space for a Universal Pre-Kindergarten (UPK) program
- Outdoor Amphitheater, approximately 3,300 SF
- Community Theater Building, approximately 31,600 SF
- New building for the Buffalo Niagara Heritage Village Museum – approximately 36,000 SF, as well as relocation of historical buildings associated with the museum, totaling approximately 20,000 SF
- Enhancement of an existing wetland as a decorative pond and associated onsite mitigation (if required) and filling or modification of non-regulated wetlands
- Ancillary park improvements such as playgrounds, gardens/greenhouses, pedestrian access/pathways, educational kiosks and access drives as shown conceptually on the PUD Plan
- Construction of required mechanical buildings, public restrooms, parking lots, and supportive utilities such as storm sewers and stormwater management features, sanitary sewers, water, fiber optic cables, electric and natural gas service

The northern portion of Amherst Central Park is planned for natural-passive recreation along with preservation of existing ponds, wetlands and hardwood areas. From the southern portion, moving to the north, a proposed main loop drive provides access to features such as maintained trails and bike paths, natural playgrounds, and a variety of community gardens and tree plantings.

Supplemental Environmental Review

The PUD Plan is subject to review under the SEQR Act. A supplement to the FGEIS (SGEIS) is required because, pursuant to 6 NYCRR 617.10(d)(4), "[t]he subsequent proposed action was not addressed or was

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not adequately addressed in the Generic EIS and the subsequent action may have one or more significant adverse environmental impacts." The Town has prepared a Part 1 Environmental Assessment Form for the Central Park Project, as well as a proposed Part 2 and Part 3 for consideration by the Town Board. There are four potential significant adverse environmental impacts that should be addressed in a supplement to the FGEIS. The following are the four impacts:

1. Impact on land
2. Impact on surface water
3. Impact on transportation
4. Impact on human health

The Town Board will prepare a Supplement FGEIS for the four items requiring further analysis. It should be noted that in light of the prior SEQRA analysis for the Property, and public outreach, the Town Board may decide to waive scoping for the preparation of the Supplemental FGEIS. As part of the planned unit development process, both the Planning Board and the Town Board will be holding public hearings on the PUD Plan Application.

Amherst Central Park Facility Improvements Review Process

The Town is developing the Park pursuant to the Planned Unit Development (PUD) Process set forth in Section 6-9 of the Zoning Code, as the Property is in excess of 30 acres. As set forth in Zoning Code 6-9-1, the purpose of the PUD Process is to permit coordinated development that allows flexibility to respond to market demands. Pursuant to Zoning Code 6-9-2, the Town Board intends to adjust the regulations, standards and criteria of the Zoning Ordinance as part of the PUD Process for the Amherst Central Park to implement the Conceptual Development Plan and future improvements that are not part of the Conceptual Development Plan. Figure 2 on the following page sets forth the process for developing, approving and implementing the improvements in Amherst Central Park.

As part of the development of the Amherst Central Park, the Town Board will establish an Amherst Central Park (ACP) Planning Team, which will include, but not be limited to, the Director of Facilities, the Town Engineer, Town Architect, Building Commissioner, Planning Director, and Police/Fire Representative.

The Amherst Central Park (ACP) Facility Improvement Review Process depicted in figure 2 is described in more detail below.

1. The Director of Facilities will initiate planning for a Park improvement, which may commence through his or her own initiative; through specific direction by the Town Board; through implementation of projects previously approved by the Board or set forth in the Town's Capital Improvement Program (CIP).

2. Once the concept has been initiated, the Director of Facilities will direct the ACP Planning Team to commence planning and design of the improvement.

3. The Director of Facilities will work with the Planning Director to determine the level of review necessary (major or minor) and prepare a Facilities Improvement Plan application ("ACP Application") for the ACP Planning Team to review.

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Proposed Amherst Central Park (ACP) Facility Improvement Review Process

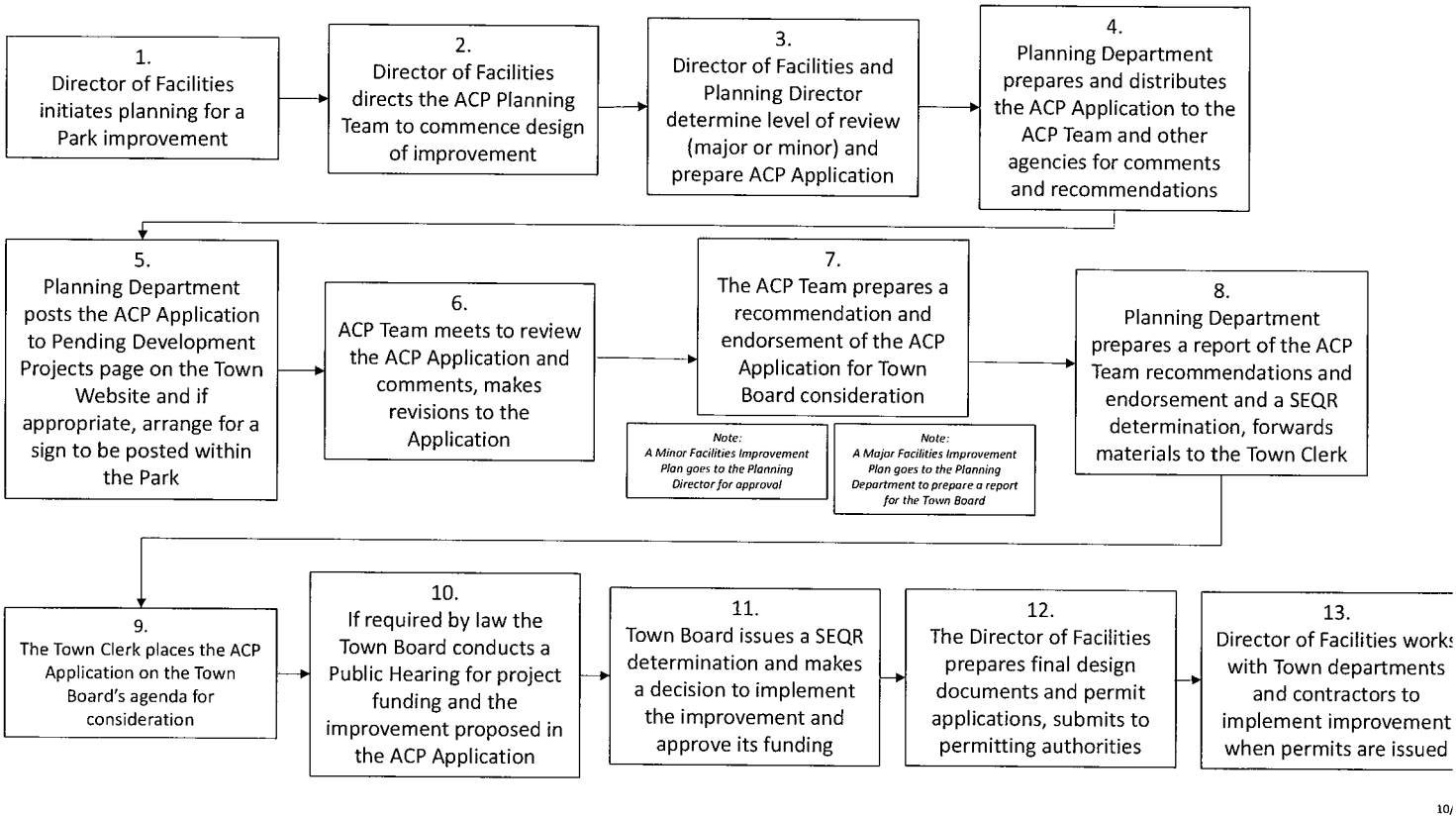


Figure 2

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4. The Planning Department will prepare and distribute the ACP Application to the ACP Planning Team, and other agencies as appropriate, for comments and recommendations.

5. The Planning Department will post the ACP Application to its Pending Development Projects page on the Town Website and, if appropriate, arrange to post a sign with notice of the improvement within the Park.

6. The ACP Planning Team will meet to review the ACP Application and comments received, and, if necessary, makes revisions to the ACP Application based upon the comments received.

7. The ACP Planning Team will prepare a recommendation and endorsement in support of the ACP Application for consideration by the Town Board.

8. The Planning Department prepares a report of the ACP Team recommendations and endorsement and a SEQR determination, forwards materials to the Town Clerk.

9. The Town Clerk will place the ACP Application on the Town Board's agenda for consideration.

10. If required by law, the Town Board will conduct a Public Hearing for project funding and the improvement proposed in the ACP Application.

11. The Town Board will issue a SEQRA determination and makes a decision whether to proceed with approving and implementing the improvement set forth in the ACP Application and its funding.

12. The Director of Facilities will prepare final design documents and appropriate permitting applications, submits materials to the permitting authority.

13. Director of Facilities will work with appropriate Town Departments and contractors to implement the improvement once the permitting authorities issue the necessary permits.

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AMHERST
New York

CENTRAL PARK
Concept Plan
October 2, 2023

COMMISSIONED BY
THE TOWN OF AMHERST, N.Y.

Prepared By
DOVER, KOHL & PARTNERS

Modified By
The Town of Amherst



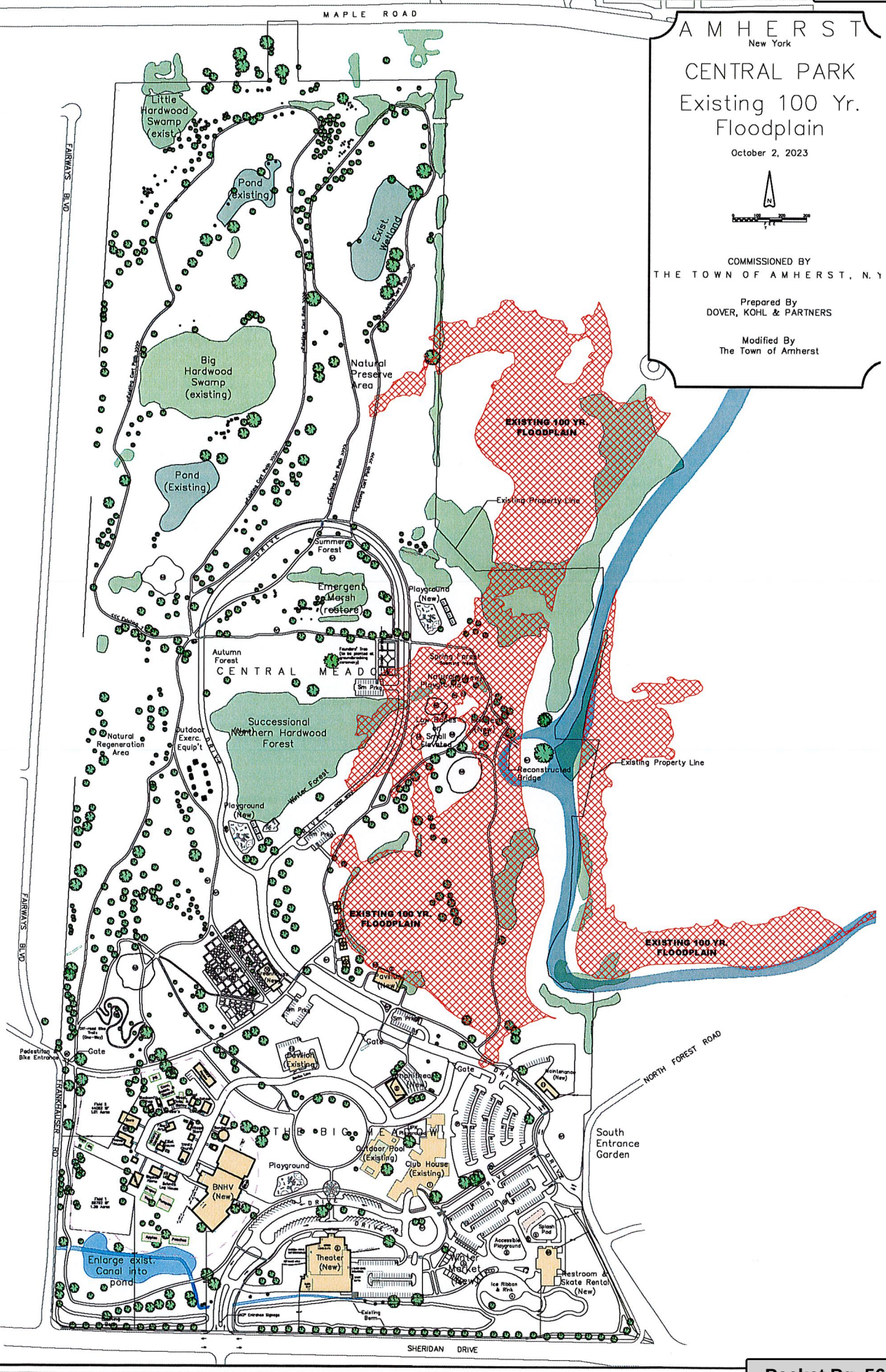
LEGEND

UNIQUE FEATURES
1) Community Building (Former Club House)
2) Music Fare Theater
3) The Winter Market
4) Ice Ribbon + Ice Rink
5) Splash Pad + Inclusive Playground
6) Amphitheater
7) Lake Front Pavilion
8) Outdoor Exercise Equipment (10 Stations)
9) Community Gardens (can be any size)
10) Greenhouse
11) Maintenance Area
12) Low Ropes Course or suspended bridges
13) Sheltered Bus Stop (at South Entrance)
14) Buffalo Niagara Heritage Village (Relocated)
15) Multi-use Pavilion

Multiple Features
- (PC) Playground (Conventional Equipment)
- (PN) Playground (Natural)
- (RR) Restrooms
- (SO) Roofed Open Air Shelters
- (OC) Outdoor Classrooms
- (AR) Public Art / Sculpture Sites
- (BT) Off-road Bike Trails, 4-feet wide, dirt
- (AR) Accentuated Rise (mounded hills)
- (ME) Minor Entrance Gates.
- (BRx) Bicycle Parking Racks (size to be determined)

Existing Deciduous
Existing Tree Canopy
Existing Water
Proposed Marsh / Water

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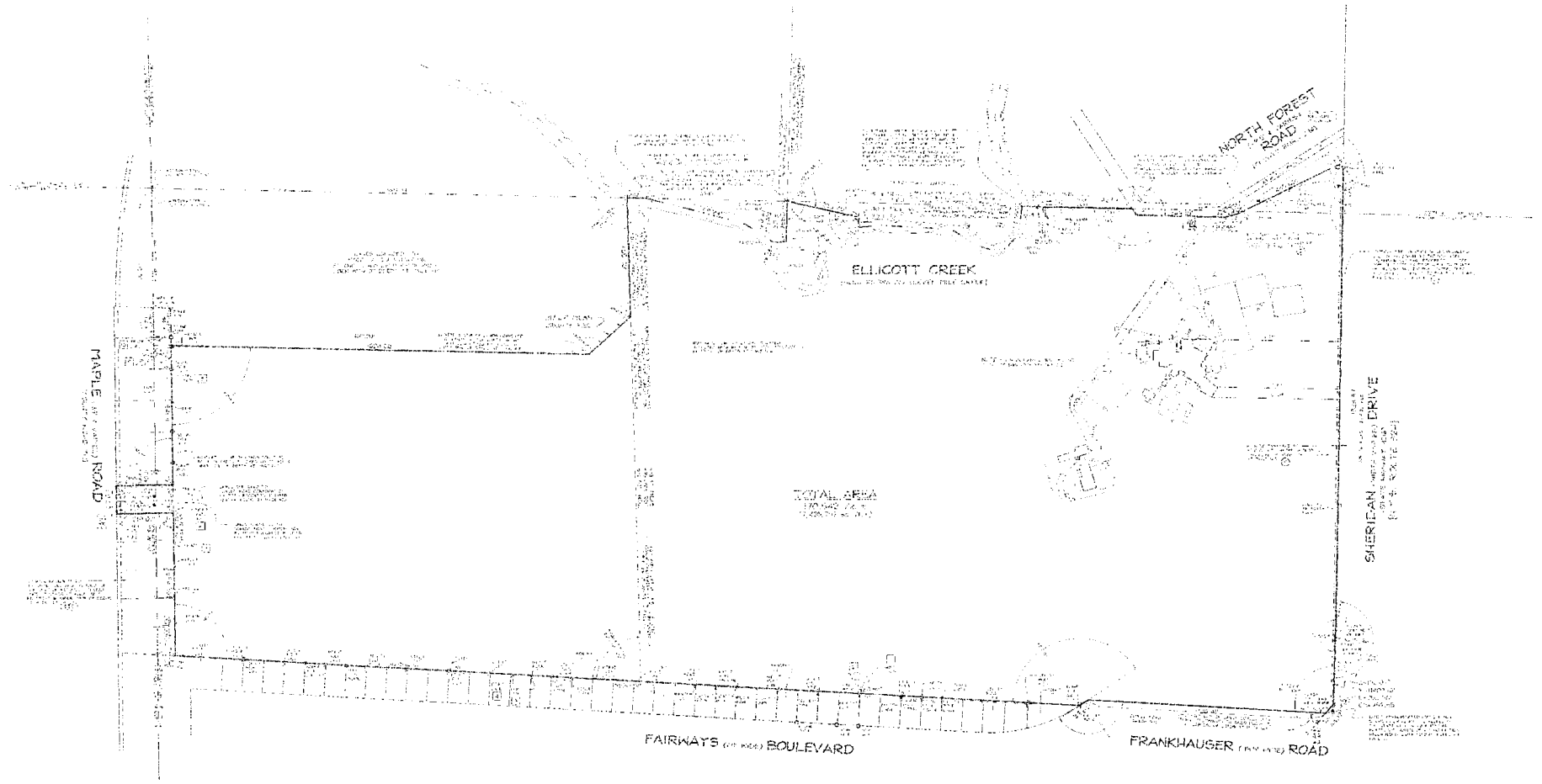


TABLE OF EASEMENTS

TABLE OF ENCROACHMENTS

GRAPHIC SCALE

A.L.T.A. SURVEY
WESTWOOD COUNTY CLUB

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Amherst Central Park		
Project Location (describe, and attach a general location map): Property located at 772 North Forest Road, 385 & 391 Maple Road		
Brief Description of Proposed Action (include purpose or need): Adoption of a conceptual development plan for a planned unit development for the conversion of a former private golf course to a community park to include cultural, recreational and civic public spaces on an approximately 170.5 +/- acre parcel.		
Name of Applicant/Sponsor: Town of Amherst	Telephone: (716) 631-7051 E-Mail:	
Address: 5583 Main Street		
City/PO: Williamsville	State: NY	Zip Code: 14221
Project Contact (if not same as sponsor; give name and title/role): Daniel C. Howard, AICP, Planning Director	Telephone: (716) 631-7051 E-Mail: dhoward@amherst.ny.us	
Address: 5583 Main Street		
City/PO: Williamsville	State: NY	Zip Code: 14221
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

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B. Government Approvals

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

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes ☐No	Town Board	October 2023
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Planning Board (PUD recommendation)	TBD
c. City, Town or Village Zoning Board of Appeals ☐Yes ☑No		
d. Other local agencies ☑Yes ☐No	Amherst Building Department - Construction permits	TBD
e. County agencies ☑Yes ☐No	Erie County Dept of Environment and Planning 239GML & ECDPW - ROW permits	October 2023
f. Regional agencies ☐Yes ☑No		
g. State agencies ☑Yes ☐No	NYSDOT - ROW permit NYSDEC - SPDES and wetland permits	TBD
h. Federal agencies ☑Yes ☐No	US Army Corps of Engineers -CWA 404	TBD

i. Coastal Resources.

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

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

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

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

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

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

If Yes, identify the plan(s):

NYS Heritage Areas:West Erie Canal Corridor

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

If Yes, identify the plan(s):

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C.3. Zoning

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

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

c. Is a zoning change requested as part of the proposed action? ☑ Yes ☐ No
If Yes,
i. What is the proposed new zoning for the site? no zoning district change, however, adjustments are proposed as part of the PUD application

C.4. Existing community services.

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

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

c. Which fire protection and emergency medical services serve the project site?
Snyder Fire District, Millard FIllmore Suburban Hospital

d. What parks serve the project site?
Town of Amherst Audubon Golf Course, Town of Amherst Northtown Center (Ice Rink) & Recreation Complex (Athletic Fields), Town of Amherst Par 3 Golf Course, Town of Amherst Ellicott Creek Trailway (bike path and tennis courts)

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Mixed - Recreation, Civic, Community Facility, Commercial

b. a. Total acreage of the site of the proposed action? 170.5 acres
b. Total acreage to be physically disturbed? 17+/- acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 170.5 acres

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

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

e. Will the proposed action be constructed in multiple phases? ☑ Yes ☐ No
i. If No, anticipated period of construction: _____ months
ii. If Yes:
- Total number of phases anticipated TBD
- Anticipated commencement date of phase 1 (including demolition) June month 2024 year
- Anticipated completion date of final phase June month 2034 year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases:
The southern portion of the project site will be completed first, which will have the most intensive development with recreation, community and civic facilities.

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

If Yes, show numbers of units proposed.

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

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

If Yes,

i. Total number of structures 11+/-new plus 20 +/- relocated structures

ii. Dimensions (in feet) of largest proposed structure: 40 height; 150 width; and 200 length

iii. Approximate extent of building space to be heated or cooled: 30,000 square feet

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

If Yes,

i. Purpose of the impoundment: creation of decorative pond

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

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

iv. Approximate size of the proposed impoundment. Volume: 937.79 million gallons; surface area: 0.96 acres

v. Dimensions of the proposed dam or impounding structure: 3 height; 450+/- length

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

D.2. Project Operations

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

If Yes:

i. What is the purpose of the excavation or dredging? Removal of soil for buildings and pond construction

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

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

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No If yes, describe. removal of existing natural soil strata and historical soil fill material from golf course construction. Management and off site disposal of any soils will be under the appropriate oversight of NYS DEC. ☐ ☑

iv.

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

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

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

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

ix. Summarize site reclamation goals and plan:
site to be reclaimed for passive and active recreation.

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

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): see isolated wetlands and unregulated tributaries in the delineation report prepared by Earth Dimensions, Inc. dated June12, 2023

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ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, o alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:
The Town will alter the wetlands identified as wetland W11 and W12 to accommodate the location of a theater and museum building. Tributary 3 will be also be altered. These water bodies will be altered to accommodate stormwater detention and a decorative pond.

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☑ Yes ☐ No
If Yes, describe: construction of a decorative pond may disturb existing sediments in tributary 3

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

- acres of aquatic vegetation proposed to be removed:
- expected acreage of aquatic vegetation remaining after project completion:
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access):
- proposed method of plant removal:
- if chemical/herbicide treatment will be used, specify product(s):

v. Describe any proposed reclamation/mitigation following disturbance:
Disturbed area will be reclaimed to a decorative pond in the southwest corner of the initial project area.

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

i. Total anticipated water usage/demand per day: 100,000 gallons/day

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

- Name of district or service area: Town of Amherst/ECWA Lease Management Area
- Does the existing public water supply have capacity to serve the proposal? ☑ Yes ☐ No
- Is the project site in the existing district? ☑ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☑ No
- Do existing lines serve the project site? ☑ Yes ☐ No

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

- Describe extensions or capacity expansions proposed to serve this project:
  building service lines and a new main extension will be constructed to service the buildings.
- Source(s) of supply for the district:

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

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

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

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

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

i. Total anticipated liquid waste generation per day: 80,000 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each):
sanitary wastewater will be generated, including splash pad spray to drain system and backwash water for swimming pool

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

- Name of wastewater treatment plant to be used: Town of Amherst Wastewater Treatment Plant #16
- Name of district: Town of Amherst Consolidated Sewer District
- Does the existing wastewater treatment plant have capacity to serve the project? ☑ Yes ☐ No
- Is the project site in the existing district? ☑ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☑ No

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

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: A sanitary main extension will be constructed to service the site with individual laterals for each new occupied buildings.

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

If Yes:

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

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

N/A

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

N/A

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

If Yes:

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

_____ Square feet or 16.85 acres (impervious surface)

_____ Square feet or 170.5 acres (parcel size)

ii. Describe types of new point sources. The creation of new parking lots, impervious park spaces, paved pathways, Town facilities, landscaped/ manicured lawn spaces and park/access roads.

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

Site runoff will be captured and treated in source proximity before being conveyed through a piped tiered system to a storm detention pond for additional treatment and attenuation. Ultimately, runoff will be discharged to Ellicott Creek.

- If to surface waters, identify receiving water bodies or wetlands: Ellicott Creek, Wetland W11 and tributary 3
- Will stormwater runoff flow to adjacent properties? ☐Yes ☑No

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

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

If Yes, identify:

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

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

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

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

If Yes:

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

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

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

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

If Yes:

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

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

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

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

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

If Yes:

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

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

iii. Parking spaces: Existing 240 Proposed 563 Net increase/decrease + 323

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

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

The project site consists of improving the entry off of North Forest Road and adding a driveway along Sheridan Drive.

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

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

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

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

If Yes:

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

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

National Grid (grid/local utility)

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

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

i. During Construction:

- Monday - Friday: 7am to 7pm
- Saturday: 7am to 7pm
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: available 24 hours
- Saturday: available 24 hours
- Sunday: available 24 hours
- Holidays: available 24 hours

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

If yes:

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

Heavy equipment will be used on site during construction during 7am to 7pm Monday through Friday.

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

Describe: The intent is to keep natural buffers intact between land uses.

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

If yes:

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

The project will consist of parking lot and street lighting as per Town of Amherst Engineering road standards and Zoning Code requirements per Chapter 203-7-3.

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

Describe:

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

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

The proposed Buffalo Niagara Heritage Village museum will have outdoor living displays ,which may include livestock and poultry. Such displays will be 150'+/- from the nearest occupied structures to the west of the project site.

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

If Yes:

i. Product(s) to be stored

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

iii. Generally, describe the proposed storage facilities:

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

If Yes:

i. Describe proposed treatment(s):

During operation, pesticide use may include routine rodent baiting associated with food service operations.
During operation, limited herbicide use may be utilized to control invasive weed growth.

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

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

If Yes:

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

- Construction: building materials waste tons per TBD (unit of time)
- Operation : refuse/food wastes tons per TBD (unit of time)

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

- Construction: TBD
- Operation: source separation of recyclables

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

- Construction: TBD
- Operation: Solid waste landfill

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No Unknown if hazardous waste will be generated as part of construction remediation activities. If yes, hazardous materials will be disposed of at a hazardous waste facility with concurrence of NYSDEC.

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

☐ Urban ☐ Industrial ☑ Commercial ☑ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☑ Other (specify): Municipal Facility, Recreation and Utilities

ii. If mix of uses, generally describe:

The project site was operated as a private golf course surrounded predominantly by residential housing. The Town's Highway Department is located to the east and the Town Audubon and Par 3 golf courses are located to the north of the property. Within close proximity are commercial land uses.

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	8.66	25.51	16.85
• Forested	14.97	14.97	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	136.66	109.21	-27.45
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	3.34	4.3	+0.96
• Wetlands (freshwater or tidal)	10.26	10.09	-0.17
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: _____			

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

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

e. Does the project site contain an existing dam? ☐ Yes ☑ No
If Yes:
i. Dimensions of the dam and impoundment:
- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☑ No
If Yes:
i. Has the facility been formally closed? ☐ Yes ☐ No
- If yes, cite sources/documentation: _____

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

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

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☑ Yes ☐ No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:
soil contaminates have been identified on the site associated with the use of herbicides and pesticides when operated as a golf course by prior owners.

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☑ Yes ☐ No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☑ Yes ☐ No
☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____
☑ Yes – Environmental Site Remediation database — Provide DEC ID number(s): C915291
☐ Neither database

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

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☑ Yes ☐ No
If yes, provide DEC ID number(s): C915291, C915207

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

Brownfield site C915291 was terminated from the NYS Brownfield Program in April 2023 by notice of the transfer of the Property to the Town of Amherst. Adjacent site C915207 is "completed" per the NYSDEC Site Registry.

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

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

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? >80 inches feet

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

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

Odessa (silt loam)	38 %
Claverack (loamy fine)	18 %
Cosad (loamy fine sand)	15 %

d. What is the average depth to the water table on the project site? Average: 0.5-1.5 feet

e. Drainage status of project site soils:
☐ Well Drained: ____% of site
☑ Moderately Well Drained: 90 % of site
☑ Poorly Drained 10 % of site

f. Approximate proportion of proposed action site with slopes:
☑ 0-10%: 100 % of site
☐ 10-15%: ____% of site
☐ 15% or greater: ____% of site

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

h. Surface water features.

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

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

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

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

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

- Streams: Name 837-25 Ellicott Creek Classification B
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Federal Waters, Federal Waters, Federal Waters,... Approximate Size _____
- Wetland No. (if regulated by DEC) _____

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

If yes, name of impaired water body/bodies and basis for listing as impaired: _____
Name - Pollutants - Uses:Ellicott Creek, Lower, and tribs – Nutrients;Silt/Sediment – Aquatic Life

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

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

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

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

i. Name of aquifer: _____

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m. Identify the predominant wildlife species that occupy or use the project site:
deer, rabbits, squirrels, mice
turkeys
red fox, coyotes

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

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

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

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

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

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

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

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

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☑ No
If Yes:
i. CEA name: _____
ii. Basis for designation: _____
iii. Designating agency and date: _____

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

If Yes:

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

ii. Name: Eligible property:829 NORTH FOREST RD, AMHERST

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

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

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

If Yes:

i. Describe possible resource(s):

ii. Basis for identification:

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

If Yes:

i. Identify resource:

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

iii. Distance between project and resource: _____ miles.

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

If Yes:

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

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

F. Additional Information

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

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

G. Verification

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

Applicant/Sponsor Name Daniel C. Howard, AICP Date October 2, 2023

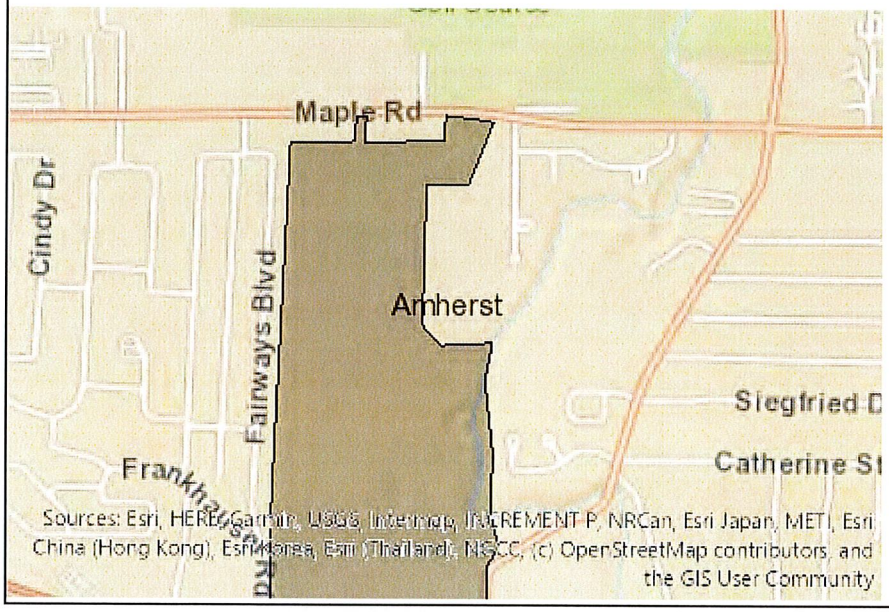
Signature _____ Title Planning Director

PRINT FORM

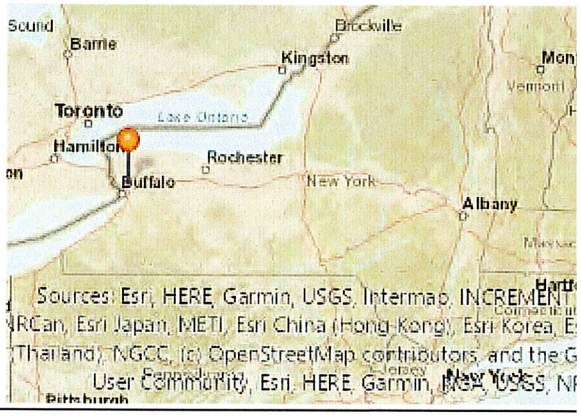
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EAF Mapper Summary Report

Friday, August 18, 2023 2:08 PM



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



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	Remediaton Sites:C915291, NYS Heritage Areas:West Erie Canal Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Yes - Digital mapping data for Spills Incidents are not available for this location. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Yes
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Yes
E.1.h.i [DEC Spills or Remediation Site - DEC ID Number]	C915291
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	C915291, C915207
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	837-25
E.2.h.iv [Surface Water Features - Stream Classification]	B
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters

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E.2.h.v [Impaired Water Bodies]	Yes
E.2.h.v [Impaired Water Bodies - Name and Basis for Listing]	Name - Pollutants - Uses:Ellicott Creek, Lower, and tribs – Nutrients;Silt/Sediment – Aquatic Life
E.2.i. [Floodway]	Yes
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Eligible property:829 NORTH FOREST RD, AMHERST
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

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

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

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

Tips for completing Part 2:

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

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

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

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2. Impact on Geological Features

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

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

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

3. Impacts on Surface Water

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

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

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

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l. Other impacts: _____		☐	☐

4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) ☐ NO ☑ YES

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

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

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) ☐ NO ☑ YES

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

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

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g. Other impacts: _____		☐	☐

6. Impacts on Air

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

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

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

7. Impact on Plants and Animals

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

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

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

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

8. Impact on Agricultural Resources

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

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

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

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9. Impact on Aesthetic Resources

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

☑ NO ☐ YES

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

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

10. Impact on Historic and Archeological Resources

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

☐ NO ☑ YES

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

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

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

11. Impact on Open Space and Recreation

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

☑ NO ☐ YES

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

12. Impact on Critical Environmental Areas

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

☑ NO ☐ YES

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

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13. Impact on Transportation

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

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

14. Impact on Energy

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

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

15. Impact on Noise, Odor, and Light

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

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

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d. The proposed action may result in light shining onto adjoining properties.	D2n	☑	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☑	☐
f. Other impacts: _____		☐	☐

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) ☐ NO ☑ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No,or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	☑	☐
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☐	☑
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	☑	☐
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	☑	☐
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	☑	☐
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	☐	☑
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☑	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☐	☑
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☑	☐
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	☑	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☑	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☑	☐
m. Other impacts: _____		☐	☐

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17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) ☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☐	☐
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☐	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☐	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☐	☐
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	☐	☐
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☐	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☐	☐
h. Other: _____ _____		☐	☐

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) ☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☐	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☐	☐
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☐	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☐	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☐	☐
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☐	☐
g. Other impacts: _____ _____		☐	☐

PRINT FULL FORM

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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.

1. Impact on Land - The proposed conversion of the former golf course to a community park may involve the excavation and removal of more than 1000 tons of soil from the 170.5 +/- acre site.

2. Impact of Surface Water - The construction of a 0.96+/- acre decorative pond within an existing unnamed tributary may disturb existing bottom sediments of such tributary. Additionally, a 0.17 +/- acre isolated wetland will be filled to accommodate a parking area.

3. Impact on Transportation - The proposed action will result in the construction of paved parking for 500 or more vehicles and the proposed action may alter the present pattern of movement of people or goods.

4. Impact on Human Health - The project site has evidence of soil contaminants as a result of past use of herbicides/pesticides. Adequate control measures will be in place to ensure that any contaminated soils are managed in accordance with applicable laws and be protective of the environment and human health.

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

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Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the Town of Amherst Town Board as lead agency that:

☐ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

☑ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Amherst Central Park

Name of Lead Agency: Town of Amherst

Name of Responsible Officer in Lead Agency: Brian J. Kulpa

Title of Responsible Officer: Town Supervisor

Signature of Responsible Officer in Lead Agency: Date: October 2, 2023

Signature of Preparer (if different from Responsible Officer) Date: October 2, 2023

For Further Information:

Contact Person: Daniel C. Howard, AICP, Planning Director

Address: 5583 Main Street, Williamsville, New York 14221

Telephone Number: 716-631-7051

E-mail: dhoward@amherst.ny.us

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

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Attachment: SP-2023-11 WAF signed TB agenda 121823 (RES-2023-1010 : Approval of Planned Unit Development for 772 North Forest Road,

TOWN OF AMHERST PLANNING DEPARTMENT

Local Waterfront Revitalization Program (LWRP)
Waterfront Assessment Form (WAF)

To Be Completed By Applicant

A. INSTRUCTIONS (Please print or type all answers)

1. Applicants shall complete this Waterfront Assessment Form (WAF) for proposed actions that are located within the Town of Amherst Waterfront Revitalization Area (WRA) and are subject to compliance with the Town's LWRP Consistency Review Law. This assessment is intended to supplement other information used by Town agencies (departments and boards) in making a determination that the proposed action will be consistent with the policies of the approved Amherst Local Waterfront Revitalization Program (LWRP). It is also used in the making of a determination of significance pursuant to the State Environmental Quality Review (SEQR) Act.
2. Before answering the questions in Section C, the preparer of this form should review the policies and policy explanations contained in Section III of the Town of Amherst LWRP, a copy of which is available on the Town website (*https://www.amherst.ny.us/content/projects.php?dept_id=dept_15&proj_id=proj_07&neworder=00*). A proposed action should be evaluated based on beneficial and adverse effects upon resources in the Waterfront Revitalization Area and its consistency with the LWRP policy standards.
3. If any questions in Section C on this form are answered "yes", the proposed action may not be consistent with the LWRP policy standards, as contained in the Town of Amherst LWRP Consistency Review Law in such cases, the action should be analyzed in more detail and, if necessary, modified prior to making a final determination of consistency with the LWRP policy standards and conditions. If an action cannot be certified as consistent with the LWRP policy standards, it shall not be undertaken.

B. DESCRIPTION OF SITE AND PROPOSED ACTION

1. Name of applicant: Daniel C. Howard

   Organization/Affiliation: Planning Director, Town of Amherst

   Mailing address: 5583 Main Street, Williamsville, NY 14221

   Telephone number: (716) 631-7051 email: planningemail@amherst.ny.us

   Name of Landowner: Town of Amherst

   Mailing address: 5583 Main Street, Williamsville, NY 14221

   Telephone number: (716) 631-7051 email: planningemail@amherst.ny.us

2. **Project Location**

   Property Tax Identification Section Block Lot (SBL) number: 68.01-1-1.2, 55.18-4-9, 55.18-4-10

   Location of action (Street or Site Description and nearest intersection):
   772 North Forest Road, 385 Maple Road, 391 Maple Road
   Williamsville, NY 14221

3. Size of site (acres): 170.5
4. Amount of site to be impacted (acres): 17

5. Present land use: former Golf Course

6. Present zoning classification: Recreation Conservation

7. Describe nature and extent of action:

Adoption of a conceptual development plan for a planned unit development for the conversion of a former private golf course to a community park that includes: cultural, recreational and civic public spaces on an approximately 170.5 +/- acre parcel. Issuance of findings for a Supplemental Generic Environmental Impact Statement for the proposed project.

8. Type of Action (complete appropriate response):

a. Directly undertaken (e.g., construction, planning, regulation, land transaction)

b. Financial assistance for project (e.g., grant, loan, subsidy):

c. Applicant permit, approval, license, or certificate:

Planned Unit Development Application

d. Name of Agency undertaking the action: Town of Amherst Town Board

9. Describe any unique or unusual landforms on the project site (i.e., wetlands, creeks, other geological formations):

The site has Ellicott Creek traversing the eastern portion of the project site. There are stands of mature trees within the center and northern portion of the project site.

10. Percentage of site that contains slopes of 15% or greater: 0%

11. Streams, lakes, ponds or wetlands (state or federal regulated) existing within or continuous to the project area?

(a) Name Ellicott Creek (creek, wetland)

(b) Size (LF) 1,723 LF traversing the east side of the parcel

12. Is the property serviced by public water? YES ☑ NO ☐

13. Is the property serviced by public sewer? YES ☑ NO ☐

14. Will the action be directly undertaken or require funding or approval by a State or federal agency? YES ☑ NO ☐

If yes, which State or federal agency? NYS DOT, NYS DEC, USACE

Attachment: SP-2023-11 WAF signed TB agenda 121823 (RES-2023-1010 : Approval of Planned Unit Development for 772 North Forest Road,

C. WATERFRONT ASSESSMENT (Check either "Yes" or "No" for each of the following questions). If the answer to any question in Section C is yes, please explain in Section D any measures which will be undertaken to mitigate any adverse effects.

		YES	NO
1.	Will the proposed action be located in, contiguous to, or have a potentially adverse effect upon any of the resource areas found within the waterfront area identified in the Amherst LWRP?	☐	☑
	(a) Locally significant fish or wildlife habitats?	☐	☑
	(c) Important scenic view/vistas[1]?	☐	☑
	(d) Historic or cultural resources of significance?	☐	☑
2.	Will the proposed action have a significant effect upon:	YES	NO
	(a) Scenic quality of the waterfront environment?	☐	☑
	(b) Development of future or existing water-dependent uses?	☐	☑
	(c) Designated State or Federal freshwater wetlands?	☐	☑
	(d) Recreational use of fish and wildlife resources?	☐	☑
	(e) Existing or potential public recreation opportunities?	☐	☑
	(f) Structures, sites, or districts of historic, archaeological or cultural significance in the Town of Amherst?	☐	☑
	(g) Stability of the Ellicott/Tonawanda Creek shoreline?	☐	☑
	(h) Surface or groundwater quality?	☐	☑
3.	Will the proposed action involve or result in any of the following:	YES	NO
	(a) Physical alteration of land along the shoreline, underwater land, or surface waters?	☐	☑
	(b) Physical alteration of two (2) acres or more of land located elsewhere in the waterfront area?	☑	☐
	(c) Expansion of existing public services or infrastructure in undeveloped or low-density areas along the waterfront?	☑	☐
	(d) Excavation, filling or dredging in surface waters?	☐	☑
	(e) Reduction of existing or potential public access to or along the shoreline?	☐	☑
	(f) Sale or change in use of publicly owned lands located on the shoreline or on lands underwater?	☐	☑
	(g) Development within a designated flood hazard area?	☑	☐
	(h) Development in areas that provide protection against flooding or erosion?	☐	☑
	(i) Construction or reconstruction of erosion protective structures?	☐	☑
	(j) Diminished or degraded surface or groundwater quantity and/or quality?	☐	☑
	(k) Removal of ground cover from the site?	☑	☐
	(l) Siting or Construction of an energy generation facility not subject to Article VII or VIII of the Public Service Law?	☐	☑
4.	Project		

[1] *LWRP Scenic Views* available *on Town of Amherst Website*
https://www.amherst.ny.us/pdf/planning/lwrp/231212_high_res_maps.pdf

Attachment: SP-2023-11 WAF signed TB agenda 121823 (RES-2023-1010 : Approval of Planned Unit Development for 772 North Forest Road,

TOWN OF AMHERST LWRP WATERFRONT ASSESSMENT FORM

		YES	NO
(a)	If a project is to be located adjacent to the shore:		
	(1) Does the project require a waterfront location?	☐	☑
	(2) Will water-related recreation be provided?	☑	☐
	(3) Will public access to the foreshore be provided?	☑	☐
	(4) Will it eliminate or replace a water-dependent use?	☐	☑
	(5) Will it eliminate or replace a recreational use or resource?	☐	☑
(b)	Is the project site presently used by the community or neighborhood as an open space or recreation area?	☐	☑
(c)	Will the project protect, maintain, and/or increase the level and type of public access to water-related recreation facilities?	☑	☐
(d)	Does the project presently offer or include scenic views or vistas that are known to be important to the community?	☑	☐
(e)	Is the project site presently used for recreational fishing?	☐	☑
(f)	Will the surface area of the Ellicott/Tonawanda Creek corridor or wetland areas be increased or decreased by the proposal?	☑	☐
(g)	Is the project located in a flood prone area?	☐	☑
(h)	Is the project located in an area subject to erosion?	☐	☑
(i)	Will any mature forest (over 100 years old) or other locally important vegetation be removed by the project?	☐	☑
(j)	Do essential public services or facilities presently exist at or near the site?	☐	☑
(k)	Will the project involve surface or subsurface liquid waste disposal?	☐	☑
(l)	Will the project involve transport, storage, treatment or disposal of solid waste or hazardous materials?	☐	☑
(m)	Will the project involve shipment or storage of petroleum products?	☐	☑
(n)	Will the project involve the discharge of toxics, hazardous substances or other wastes or pollutants into coastal waters?	☐	☑
(o)	Will the project involve or change existing ice management practices?	☐	☑
(n)	Will the project alter drainage patterns or surface water runoff flowing on, to or from the site?	☑	☐
(p)	Will best management practices be utilized to control storm water runoff into coastal waters?	☐	☑
(q)	Will the project cause emissions that would exceed federal or State air quality standards or generate significant amounts of nitrates or sulfates?	☐	☑
(r)	Will the project affect any area designed as a freshwater wetland?	☑	☐
(s)	Will the project utilize or affect the quality or quantity of surface waters or sole source water supply?	☑	☐

Attachment: SP-2023-11 WAF signed TB agenda 121823 (RES-2023-1010 : Approval of Planned Unit Development for 772 North Forest Road,

WAF Additional Sheet Part D.

3. (b) Physical alteration of two (2) acres or more of land located elsewhere in the waterfront area?

The project will not alter the federal jurisdictional wetland of Ellicott Creek. However, the area adjacent to the creek will be altered for active and passive recreation, as well as, educational and cultural facilities. The project will not create a waterfront space on the foreshore or in the riparian zone. The majority of disturbance will take place west of Ellicott Creek within the lower 50 acres of the property.

3. (C) Expansion of existing public services or infrastructure in undeveloped or low-density areas along the waterfront?

The Town will extend public electric, water, sewer and storm service facilities on the site as necessary to serve the uses shown on the ACP PUD plan. Most of the extensions will be in the southern portion of the park, near existing main service lines. Extensions in the northern portion would be minimal in scale, e.g. electrical lines for park lighting.

3 (g) Development within a designated flood hazard area?

Minor amenities such as gardens and small surface mounted play structures may be placed in portions of the flood hazard area. Such amenities would not include habitable space nor incur substantial expense to replace in the event of serious flooding.

3 (k) Removal of ground cover from the site?

Soils will be disturbed during construction of proposed amenities. Erosion control measures will be implemented during construction and disturbed areas will be restored.

4 (a) (2) Will water-related recreation be provided?

The Town will provide parking, trails/walks and recreation amenities to and near the Ellicott Creek foreshore and waterfront.

4 (a) (3) Will public access to the foreshore be provided?

The Town will provide parking, trails/walks and recreation amenities to and near the Ellicott Creek foreshore and waterfront.

4 (c) Will the project protect, maintain, and/or increase the level and type of public access to water-related recreation facilities?

The Town will provide parking, trails/walks and recreation amenities to and near the Ellicott Creek foreshore.

4 (d) Does the project presently offer or include scenic views or vistas that are known to be important to the community?

Scenic views identified in the LWRP are not anticipated to be substantially altered.

4 (f) Will the surface area of the Ellicott/Tonawanda Creek corridor or wetland areas be increased or decreased by the proposal?

The proposed project will alter and reconfigure the existing Wetland #11 and Wetland #12 resulting in approximately 0.17 acres of wetlands removed from the site. The new pond created will be approximately 0.96 acres in size.

4 (n) Will the project alter drainage patterns or surface water runoff flowing on, to or from the site?

The site runoff from new impervious surfaces will be conveyed through a tiered pipe system to a storm detention pond for additional treatment and attenuation per NYSDEC recommended practices. Ultimately, runoff will be discharged to Ellicott Creek, as it currently does.

4 (p) Will best management practices be utilized to control storm water runoff into coastal waters?

(See answer to #4n above)

4 (r) Will the project affect any area designed as a freshwater wetland?

The proposed project will alter and reconfigure the existing Wetland #11 and Wetland #12 resulting in approximately 0.17 acres of wetlands removed from the site. The new pond created will be approximately 0.96 acres in size.

4 (s) Will the project utilize or affect the quality or quantity of surface waters or sole source water supply?

The surface waters considered wetlands will be decreased by approximately 0.17 acres and the project will create new water features for storm water run-off.

Attachment: SP-2023-11 WAF signed TB agenda 121823 (RES-2023-1010 : Approval of Planned Unit Development for 772 North Forest Road,

D. REMARKS OR ADDITIONAL INFORMATION TO SUPPORT OR DESCRIBE ANY ITEM(S) CHECKED "YES" Include the question number in description below. (Add any additional sheets necessary)

(see attached sheets)

If you require assistance or further information in order to complete this form, please contact the Town of Amherst Planning Department (phone: 716-631-7051).Please submit completed form, along with one copy of a site plan application materials/plat plan to:

Town of Amherst Planning Department
5583 Main St.
Williamsville, NY 14221
P: (716) 631-7051

Part E.

I certify that the information provided in this form is true to the best of my knowledge.

Applicant/Sponsor Name: Daniel C. Howard Date: December 13, 2023

Signature: Title: Planning Director

Attachment: SP-2023-11 WAF signed TB agenda 121823 (RES-2023-1010 : Approval of Planned Unit Development for 772 North Forest Road,

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Councilmembers
Initiated by: **Shawn Lavin**
Co-Sponsored by:

DOC ID: 28384 **RESOLUTION 2023-1011** **ADOPTED**

Request to Schedule a Public Hearing

Please schedule a public hearing for the Local Law to Amend the Code of the Town of Amherst To Enhance Transparency and Participation in the Town of Amherst Budget Process at the first Town Board meeting in February.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Councilmember
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

LOCAL LAW NO. _____-2023

TOWN OF AMHERST
COUNTY OF ERIE, STATE OF NEW YORK

A Local Law to Amend the Code of the Town of Amherst To Enhance Transparency and Participation in the Town of Amherst Budget Process

Be it enacted by the Town of Amherst as follows:

Section 1. Purpose

The purpose of this law is to enhance transparency, public understanding, and participation in the town's annual budget process. This shall be achieved by:

1.) The creation and distribution of a Citizen's Budget Overview; and
2.) Providing opportunities for public involvement in the budget process.

Section 2. Definitions

For the purposes of this law, the following terms are defined:

"Citizen's Budget Overview" refers to a document summarizing the key components of the annual town budget in a format that can be easily understandable by the general public.

"Property Tax Levy" refers to the total amount of property tax revenue to be raised through rates set by the town board.

"Average Property Owner" refers to a hypothetical residential property owner whose property value is at the median of all taxable properties within the town.

Section 3. Requirements for the Citizen's Budget Overview

The Finance Department shall be responsible for preparing and distributing a Citizen's Budget Overview and ensuring its accuracy. The Citizen's Budget Overview shall include, but not be limited to, the following information:

1.) An overview of the proposed budget, major revenue sources, and expenditure areas.
2.) A detailed account of any proposed changes to the property tax levy, including the reasons for such changes.
3.) An estimate of the impact of the proposed property tax levy changes on the average property owner.

Attachment: Draft_Local Law Budget Transparency (RES-2023-1011 : Request to Schedule a Public Hearing)

4.) Information on how citizens can participate in the budget process, including dates, times, and locations of public hearings, as well as other means of submitting input or feedback.

Length and Presentation: The Citizen's Budget Overview shall not exceed two pages and be presented in a clear, easily readable format, using plain language and visual aids when beneficial.

Section 4. Distribution and Accessibility

The Citizen's Budget Overview shall be made publicly available at the same time as the proposed annual budget is released. The summary shall be distributed through various means, including publication on the town's official website and posted in print at all Amherst facilities.

Section 5. Public Participation in the Budget Process

The town board shall hold at least three public hearings specifically on the proposed budget, allowing citizens to provide input directly. At least one public hearing being held at the Amherst Senior Center or such other location designated by the town board and at a time convenient for older adults.

Citizens shall also have the opportunity to submit written comments on the budget via postal mail, email, or a designated section on the town's website 20 days after initial budget submission. All public input received shall be reviewed by the Town Board and considered by the Town Board before finalizing the budget.

Section 6. Enforcement

Non-compliance with this law shall be addressed by the town board, with potential measures including a directive to comply.

Section 7. Effective Date

This Local Law shall take effect immediately when it is 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 & 133 of the Town Law and Chapter 28 of the Code of the Town of Amherst and remain in force until amended or repealed.

Francina J. Spoth, Town Clerk
Town of Amherst
County of Erie, New York

Attachment: Draft_Local Law Budget Transparency (RES-2023-1011 : Request to Schedule a Public Hearing)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 28366 A **RESOLUTION 2023-1012** **ADOPTED**

Adoption of Local Law Amending Chapter 121 of the Code of the Town of Amherst, Historic Preservation

AGENDA ITEM : DECEMBER 18TH, 2023

TO: **Town Board**

FROM: **Martin A. Polowy, Esq., Town Attorney**

DATE: **December 13, 2023**

RE: **A Local Law Amending Chapter 121 of the Code of the Town of Amherst, Historic Preservation**

At its meeting held on December 4, 2023, the Town Board closed the Public Hearing on the above matter. In this regard, kindly adopt a resolution approving the attached Local Law as final.

Thank you.

NMB:hs
Attachment
c: Tim Koller, Deputy Town Clerk (*w/attachment*)
Mark S. Berke, PE, Commissioner of Building (*w/attachment*)
James Quinn, Assistant Planner (*w/attachment*)

12/18/2023
Consent

FINANCIAL IMPACT:

None for the purposes of this resolution.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Attachment: LocalLawFinal (RES-2023-1012 : Adoption of Local Law Amending Chapter 121 of the Code of the Town of Amherst, Historic

LOCAL LAW NO. ___-2023

TOWN OF AMHERST

COUNTY OF ERIE, STATE OF NEW YORK

A Local Law Amending Chapter 121 of the Code of the Town of Amherst, Historic Preservation

Be it enacted by the Town of Amherst as follows:

Section 1. Title.

This Local Law shall be referred to as, "A Local Law Amending Chapter 121 of the Code of the Town of Amherst, Historic Preservation."

Section 2. Purpose.

This Local Law will amend various sections of Chapter 121 of the Code of the Town of Amherst.

Section 3.

Chapter 121 of the Code of the Town of Amherst is hereby amended as follows:

§ 121-1. **Designation; title.**

This chapter shall be Chapter **121** of the Code of the Town of Amherst and may be cited as the "Historic Preservation Law of the Town of Amherst."

§ 121-2. **Authority.**

[Amended 5-16-2018 by L.L. No. 10-2018]

In accordance with Section 96-a of the General Municipal Law of the State of New York entitled "Protection of historical places, buildings and works of art," and Article 5-K of the General Municipal Law of the State of New York, entitled "Historic Preservation," the Town Board of the Town of Amherst has the authority to provide, by local law, regulations, special conditions and restrictions for the protection, enhancement, perpetuation and the use of places, districts, sites, buildings, structures, works of art and other objects having special character or special historical or other aesthetic interest or value. Pursuant to that authority, the Town Board has prepared and adopted this Chapter setting forth standards to be followed in historic preservation.

Attachment: LocalLawFinal (RES-2023-1012 : Adoption of Local Law Amending Chapter 121 of the Code of the Town of Amherst, Historic

§ 121-3. **Purpose.**

It is hereby declared as a matter of public policy that the protection, enhancement and perpetuation of landmarks and historic districts is necessary to promote the economic, cultural, educational and general welfare of the public. Inasmuch as the identity of a people is founded in its past and inasmuch as Amherst has many significant historic, architectural and cultural resources which constitute its heritage, this chapter is intended to:

A. Protect and enhance the landmarks and historic districts which represent distinctive elements of Amherst's historic, architectural and cultural heritage.

B. Foster civic pride in the accomplishments of the past.

C. Protect and enhance Amherst's attractiveness to visitors and support and stimulate the Town's economy.

D. Ensure the harmonious, orderly and efficient growth and development of the Town.

§ 121-4. **Definitions.**

As used in this chapter, the following terms shall have the meanings indicated:

ADAPTIVE REUSE

Conversion of a building originally designed for a certain purpose to a different purpose.

ALTER

To change one or more exterior architectural features of a landmark, an improvement on a landmark site or a structure within an historic district.

BUILDING

Any structure or part thereof having a roof supported by columns or walls for the shelter or enclosure of persons or property.

BUILDING COMMISSIONER

The Commissioner of Building of the Town of Amherst.

CERTIFICATE OF APPROPRIATENESS

A certificate issued by the Preservation Commission approving plans for the alteration, construction, removal, improvement or demolition of all or part of the exterior of a landmark, ~~an improvement to~~ a landmark site or a structure within an historic district.

CONSTRUCTION

Building an addition or making an alteration to an existing structure or building a new principal or accessory structure.

DEMOLITION

Destruction of a building, structure or improvement.

DEMOLITION PERMIT

A permit issued by the Building Commissioner allowing the applicant to demolish and remove all or part of a building, structure or improvement.

EXTERIOR

Architectural style, design, general arrangement and components of the outer surfaces of an improvement, building or structure as distinguished from the interior surfaces, including but not limited to the kind and texture of building material and the type and style of windows, doors, signs and other such exterior fixtures.

FACADE

The exterior of a building or structure that can be viewed.

HISTORIC DISTRICT

A geographically definable area so designated pursuant to this code.

IMPROVEMENT

Any building, structure, place, parking facility, fence, gate, wall, work of art or other object constituting a physical betterment or any part thereof.

LANDMARK

Property, object, structure or natural feature or any part thereof so designated pursuant to this code.

LANDMARK SITE

Attachment: LocalLawFinal (RES-2023-1012 : Adoption of Local Law Amending Chapter 121 of the Code of the Town of Amherst, Historic

A significant historical or cultural site(s) where buildings or structures no longer exist, so designated pursuant to this code.

OWNER

A person, firm or corporation which owns the fee of property or a lessor state therein, a mortgage or vendee in possession, a receiver, an administrator, an executor, a trustee or any other person, firm or corporation in control of property.

PRESERVATION

Retention of essential character of an improvement, object, building, natural feature or structure as embodied in its existing form, integrity and material. This term includes the retention of trees, landscaping and vegetative cover of a site. This term may include temporary stabilization work, as well as ongoing maintenance of historic building materials.

PRESERVATION COMMISSION or COMMISSION

The Town of Amherst Historic Preservation Commission.

PROPERTY

Land and improvements thereon.

RECONSTRUCTION

Reproduction of the exact form and detail of a vanished building, structure, improvement or part thereof as it appeared at a specific time.

REHABILITATION

Repair or alteration that enables buildings, structures or improvements to be efficiently utilized while preserving those features of buildings, structures or improvements that are significant to their historic, architectural or cultural values.

RESTORATION

Recovery of the form and details of a building, structure or improvement and its site during a particular time.

SCENIC LANDMARK

Scenic landmarks encompass structures that are not buildings, such as bridges, piers, parks, cemeteries, sidewalk, clocks and trees.

Attachment: LocalLawFinal (RES-2023-1012 : Adoption of Local Law Amending Chapter 121 of the Code of the Town of Amherst, Historic

SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES

Principles developed by the National Park Service (36 CFR 68.3, as may be amended) to help protect historic properties by promoting consistent preservation practices and providing guidance to the historic building owners and building managers, preservation consultants, architects, contractors, and project reviewers on how to approach the treatment of historic properties. The Secretary of the Interior Standards for the Treatment of Historic Properties may also be referred to in this local law as "Secretary of the Interior Standards".

SITE

~~A plot or parcel of land.~~

The location of a significant event, a prehistoric of historic occupation of activity, or a building or structure, whether standing, ruined or vanished, where the location itself maintains historical or archeological value regardless of the value of any existing buildings, structures or other objects. Examples of a site are a battlefield, designed landscape, trail or campsite.

STRUCTURE

Anything constructed or erected which requires permanent or temporary location on the ground. This term shall include but not be limited to buildings, walls, fences, signs, billboards, lighting fixtures, screen enclosures and works of art.

TOWN

The Town of Amherst, County of Erie, State of New York.

TOWN BOARD

The Town Board of the Town of Amherst, Erie County, New York.

TOWN CLERK

The Town of Amherst Town Clerk.

§ 121-5. **Historic Preservation Commission.**

[Amended 5-16-2018 by L.L. No. 10-2018]

A. There is hereby created a commission to be known as the "Town of Amherst Historic Preservation Commission."

Attachment: LocalLawFinal (RES-2023-1012 : Adoption of Local Law Amending Chapter 121 of the Code of the Town of Amherst, Historic

B. The Commission shall consist of seven (7) members. The Town of Amherst shall be the primary residence of each Commission member. Commission members shall serve terms of four years, with the exception of the initial term, in which four (4) members shall serve terms of four (4) years and three (3) members shall serve terms of two (2) years.

C. Appointment of Commissioners shall be made by the Town Board.

D. To the extent available in the Town of Amherst, the Commission should consist of the following:

(1) At least one (1) shall be an architect.

(2) At least one (1) shall be an historian.

(3) At least one (1) shall be a licensed real estate broker.

(4) At least one (1) shall be a licensed professional engineer.

(5) All members shall have demonstrated significant interest and commitment to the field of historic preservation.

(6) The Director of the Buffalo Niagara Heritage Village, or his/her designee shall be a nonvoting, *ex officio* member of the Commission and the designee
shall be a resident of the Town of Amherst.

E. The Chairperson and the Vice Chairperson shall be elected by and from voting members of the Commission. The terms of office shall be two (2) years. If the Chairperson or Vice Chairperson cannot fulfill his or her term of office, a Chairperson or Vice Chairperson shall be elected by and from the membership to fulfill the remainder of the term until the next regular election.

F. If any Commissioner resigns or otherwise cannot fulfill his or her term of office, the Town Board shall appoint an interim member to serve the remainder of the term.

G. The Vice Chairperson shall ensure that minutes of all Commission meetings are suitably recorded, prepared and distributed.

H. The powers and duties of the Commission shall include:

Attachment: LocalLawFinal (RES-2023-1012 : Adoption of Local Law Amending Chapter 121 of the Code of the Town of Amherst, Historic

(1) To ~~designation of~~ recommend to the Town Board ~~historic~~ landmarks, sites and historic districts for ~~its~~ the designation and adoption by local law. ~~consideration of the Town Board.~~

(2) To advise and recommend to the Town Board on matters of employment of staff and professional consultants as necessary to carry out the duties of the Commission.

(3) To promulgate rules and regulations as necessary for the conduct of its business.

(4) To adopt criteria for the identification of significant historic architectural and cultural landmarks and ~~or for the delineation of~~ historic districts.

(5) To conduct surveys of significant historic, architectural and cultural landmarks within the Town.

(6) To make recommendations to the Town Board on the acceptance or donation of facade easements and development rights, the acquisition of facade easements and development rights or other interests in real property as necessary to carry out the purposes of this chapter.

(7) To increase public awareness of the value of historic, cultural and architectural preservation and the understanding of the value of historic preservation, the history and resources of the town by developing and participating in education programs.

(8) To make recommendations to the Town Board concerning the utilization of state, federal or private funds to promote the preservation of landmarks and historic districts within the Town.

(9) To recommend acquisition of a landmark or structure by the Town where its preservation is essential to the purposes of this chapter and where private preservation is not feasible.

(10) To approve, approve with modifications, or ~~disapprove~~ deny applications for certificates of appropriateness, subject to review by the Building Commissioner pursuant to this Chapter.

(11) To maintain an inventory of locally designated historic resources and districts within the Town and publicize the inventory.

I. The Commission shall meet at least monthly if any business is pending. Meetings may be held at any time on the written request of any two Commission members.

Attachment: LocalLawFinal (RES-2023-1012 : Adoption of Local Law Amending Chapter 121 of the Code of the Town of Amherst, Historic

Attachment: LocalLawFinal (RES-2023-1012 : Adoption of Local Law Amending Chapter 121 of the Code of the Town of Amherst, Historic

J. A quorum for the transaction of business shall consist of a majority of the Commission members, but not less than a majority of the full authorized membership may grant or deny a certificate of appropriateness.

~~§ 121-6. **Designation of historic landmarks, sites and districts.**~~

~~[Amended 5-16-2018 by L.L. No. 10-2018]~~

~~**A.** The Commission may recommend designation of an individual property as a landmark, subject to Town Board approval, if it:~~

~~**(1)** Is associated with the lives of individuals or of people or of events significant in the national, state or local history.~~

~~**(2)** Embodies the distinctive characteristics of a type, a period or a method of construction.~~

~~**(3)** Represents the work of a master architect or designer or possesses high artistic values.~~

~~**(4)** Represents a significant or distinguished entity whose components may lack individual or special distinction.~~

~~**(5)** Because of a unique location or singular physical characteristic, represents an established and familiar visual feature of the neighborhood.~~

~~**B.** The Commission may recommend designation of a property or a group of properties as an historic site, subject to Town Board approval, if it:~~

~~**(1)** Contains significant historical or cultural sites where buildings or structures no longer exist, such as a battlefield, a cemetery or a former transportation facility; or sites which may yield information important to area history or prehistory.~~

~~**C.** The Commission may recommend designation of a group of properties as an historic district, subject to Town Board approval, if it:~~

~~**(1)** Contains properties which meet one or more of the criteria for designation as a landmark; or~~

~~**(2)** Is an area that represents several periods or styles of architecture typical of different areas of history; or~~

Attachment: LocalLawFinal (RES-2023-1012 : Adoption of Local Law Amending Chapter 121 of the Code of the Town of Amherst, Historic

~~**(3)** Is an area that has several buildings of the same architectural period or style and thus constitutes unified architectural streetscape consistency or a significant community uniformity of style; or~~

~~**(4)** Is an area connected with significant events or cultural happenings or development its involving ethnic, religious groups or other groups of special historical interest; and~~

~~**(5)** By reason of possessing such qualities, constitutes a distinct section of the Town of Amherst.~~

~~**D.** The boundaries of each proposed historic district designated henceforth shall be specified in detail and shall be filed, in writing, in the Town Clerk's office for public inspection.~~

~~**E.** Notice of a proposed designation shall be sent by the Town Clerk thirty (30) days prior to a public hearing to the owner(s) of any property(ies) proposed for historic designation. The notice shall describe the property proposed for designation, summarize the proposed action and announce the date, time and location of the public hearing. A copy of the notice of proposed designation shall also be sent to the Town Board.~~

~~**F.** Once the Historic Preservation Commission has issued a notice of a proposed designation, no building permits shall be issued by the Building Commissioner except for emergency repairs until a final determination on the proposed designation has been reached. The Historic Preservation Commission shall provide a copy of any notice of proposed designation to the Building Commissioner.~~

~~**G.** The notice of proposed designation shall also be sent to the Town of Amherst Highway Department, the Town of Amherst Engineering Department, the Town of Amherst Planning Department, the Town of Amherst Assessor's Department, the Buffalo Niagara Heritage Village and any other Town department and/or county or state agency as appropriate. Each department/agency shall be given thirty (30) days from the date of transmission to provide comments on the proposed designation to the Historic Preservation Commission.~~

~~**H.** The Commission shall hold a public hearing prior to recommending designation of any landmark, historic site or historic district. The Commission, the property owner and any interested parties may present testimony or documentary evidence at the hearing which will become part of a record regarding the historic, architectural or cultural importance of the proposed landmark or historic district. The record may also contain staff reports, public comments or other evidence offered outside of the hearing. A public hearing notice must be~~

~~published by the Town Clerk in the Town's designated official newspaper at least fifteen (15) days prior to the hearing date.~~

~~**I.** The Commission will recommend to the Town Board the designation of an historic landmark, site or district. The Town Board will also conduct a public hearing prior to acting on the recommendation.~~

~~**J.** The Commission shall file notice of each property designated as a landmark and of the boundaries of each designated historic district with the Erie County Clerk's office, the Town of Amherst Clerk's office, the Town of Amherst Building Department, the Town of Amherst Planning Department, the Town of Amherst Highway Department, the Town of Amherst Engineering Department and the Town of Amherst Assessor's Department.~~

~~**K.** Minutes of any business conducted by the Historic Preservation Commission hall be placed on file in the Town of Amherst Clerk's office and will be posted to the Town's website.~~

§ 121-6. Criteria and Designation of Landmarks, Sites or Historic Districts.

The commission shall delineate landmarks or historic districts and recommend them to the Town Board for designation under local law.

A. Individual Landmark: The commission may recommend an individual property as an individual landmark if it:

(1) exemplifies or possesses special character, or historic or aesthetic interest of value as part of the political, economic, or social history of the Town;

(2) is identified with persons or events significant in local, state, or national history;

(3) embodies the distinguishing characteristics of a type, period or method of construction or design style, or is a valuable example of the use of indigenous materials or craftsmanship; or is representative of the work of a designer, architect or builder;

(4) represents an established and familiar visual feature of the community by virtue of its unique location or singular physical characteristic, represents an established and familiar visual feature of the community; or

(5) has yielded or may be likely to yield information important in prehistory or history.

B. Historic District: The commission may recommend a group of properties within the Town as an historic district if it:

(1) contains properties which meet one or more of the criteria for designation as a landmark and which may have within its boundaries other properties or structures that, while not of

Attachment: LocalLawFinal (RES-2023-1012 : Adoption of Local Law Amending Chapter 121 of the Code of the Town of Amherst, Historic

such historic and/or architectural significance to be designated as landmarks, nevertheless contribute to the overall visual characteristics of the landmark or landmarks located within the historic district; and

(2) constitutes a unique section of the Town by reason of possessing those qualities that would satisfy such criteria.

C. Interior Landmark: The commission may recommend the interior of a property as an interior landmark if such interior has special historical or aesthetic interest or value as part of the development, heritage or cultural characteristics of the town, and:

(1) it is customarily open or accessible to the public; or

(2) it is an interior into which the public is customarily invited.

D. Scenic Landmark: The commission may recommend a landscape feature or group of features. Recommendations for designation must be accompanied by such historical and architectural information as is required by the commission to make an informed recommendation concerning the application.

~~D.~~ E. The boundaries of each proposed landmark, interior landmark, scenic landmark, or historic district designated henceforth shall be specified in detail with reference to the tax map identification number and shall be filed, in writing, in the Town Clerk's office for public inspection.

~~E.~~ F. Notice ~~of~~ for a public hearing for a proposed designation shall be sent by the Town Clerk thirty (30) days prior to a public hearing to the owner(s) of any property(ies) ~~proposed for historic designation~~. The notice shall describe the property proposed for designation, summarize the proposed action and announce the date, time and location of the public hearing. A copy of the notice of proposed designation shall also be sent to the Town Board.

~~F.~~ G. Once the Historic Preservation Commission has issued a notice of a proposed designation, no building permits shall be issued by the Building Commissioner except for emergency repairs until a final determination on the proposed designation has been reached. The Historic Preservation Commission shall provide a copy of any notice of proposed designation to the Building Commissioner.

~~G.~~ H.The notice of proposed designation shall also be sent to the Town of Amherst Highway Department, the Town of Amherst Engineering Department, the Town of Amherst Planning Department, the Town of Amherst Assessor's Department, the Buffalo Niagara Heritage Village and any other Town department and/or county or state agency as appropriate. Each department/agency shall be given thirty (30) days from the date of transmission to provide comments on the proposed designation to the Historic Preservation Commission.

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~~H.~~ I. The Commission shall hold a public hearing prior to recommending designation of any landmark, historic site or historic district. The Commission, the property owner and any interested parties may present testimony or documentary evidence at the hearing which will become part of a record regarding the historic, architectural or cultural importance of the proposed landmark or historic district. The record may also contain staff reports, public comments or other evidence offered outside of the hearing. A public hearing notice must be published by the Town Clerk in the Town's designated official newspaper at least fifteen (15) days prior to the hearing date.

~~I.~~J. The Commission will recommend to the Town Board the designation of a~~n~~ historic landmark, site or district. The Town Board will also conduct a public hearing prior to acting on the recommendation.

~~J.~~ K. The Commission shall file notice of each property designated as a landmark and of the boundaries of each designated historic district with the Erie County Clerk's office, the Town of Amherst Clerk's office, the Town of Amherst Building Department, the Town of Amherst Planning Department, the Town of Amherst Highway Department, the Town of Amherst Engineering Department and the Town of Amherst Assessor's Department.

~~K.~~ L. Minutes of any business conducted by the Historic Preservation Commission shall be placed on file in the Town of Amherst Clerk's office and will be posted to the Town's website.

~~§ 121-7. **Certificates of appropriateness required.**~~

~~No person shall carry out any exterior alteration, restoration, reconstruction, excavation, grading, demolition, new construction or moving of a designated landmark or property within an historic district, nor shall any person make any material change to such property, its light fixtures, signs, sidewalks, fences, steps, paving or other exterior elements which affect the appearance or cohesiveness of the landmark or historic district without first obtaining a certificate of appropriateness from the Historic Preservation Commission.~~

§ 121-7. Certificate of Appropriateness for Alteration, Demolition, or New Construction Affecting Individual Landmarks or Historic Districts.

(a) The Town of Amherst Historic Preservation Commission is responsible for the approval or disapproval of proposals for exterior changes to a historic property designated under this local law. No person shall carry out any exterior alteration, excavation, grading, restoration, reconstruction, demolition, new construction, or move of a designated historic landmark or property within a historical district nor shall any person make any change within such property, it's light fixtures, signs, sidewalks, fences, steps, paving or other exterior elements

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which affect the appearance or cohesiveness of the landmark or a designated historic district without first obtaining a Certificate of Appropriateness that authorizes such work from the Town of Amherst Historic Preservation Commission.

(b) All changes to Town owned property affecting an individual landmark or within a historic district shall be subject to the provisions of this local law.

(c) The building department shall receive and file all applications issued for any individual landmark, interior or landmark, scenic landmark, or historic district to which this local law applies. The building department shall transmit a copy of any such application to the Planning Department which shall review same, and when the application is complete, forward said application to the Historic Preservation Commission.

(d) The commission may require that the application for certificate of appropriateness be supplemented by such additional information and/or materials as may be necessary for a complete review by the commission. The commission may impose such conditions or restrictions as it deems necessary or appropriate on a case-by-case basis to promote or achieve the purpose of this local law.

~~§ 121-8. **Criteria for approval of certificate of appropriateness.**~~

~~**A.** In passing upon an application for a certificate of appropriateness, the Historic Preservation Commission shall not consider changes to the interior of buildings.~~

~~**B.** The Commission's decision shall be based upon the following principles:~~

~~**(1)** Features which contribute to the character of the historic landmark or district shall be retained with as little alteration as possible.~~

~~**(2)** Any alteration of existing features shall be compatible with its historic character as well as with the surrounding property.~~

~~**(3)** New construction shall be compatible with the property in which it is located and/or surrounding historic district.~~

~~**C.** In applying the principle of compatibility, the Commission shall consider the following factors:~~

~~**(1)** The general design, character and appropriateness to the property of the proposed alteration or new construction.~~

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~~**(2)** The scale of proposed alteration or new construction in relation to itself, surrounding properties and the neighborhood.~~

~~**(3)** Texture, materials and color and their relation to the property itself, surrounding properties and the neighborhood.~~

~~**(4)** Visual compatibility with surrounding properties, including proportion of the property's front facade, proportion and arrangement of windows and other openings within the facade, roof shape and the rhythm of spacing of properties on streets, including setback.~~

~~**(5)** The importance of historic, architectural or other features to the significance of the property.~~

§ 121-8. Criteria for Issuing a Certificate of Appropriateness.

A. Certificate of appropriateness; general criteria: The commission shall approve the issuance of a certificate of appropriateness only if it determines that the proposed work will not have any adverse impact on the aesthetic, historical, or architectural significance and value of the individual landmark or if the proposed work is within a historic district, proposed work will not have a substantial adverse effect on the aesthetic, historical, or architectural significance of the property itself, the district or neighboring properties in such district.

B. In making this determination, the commission's decision to approve, approve with modification(s) or deny an application for a certificate of appropriateness for an individual landmark, interior landmark, scenic landmark or property within a historic district will be guided by the current edition of the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings as general criteria.

(1) the commission's decision to approve, approve with modification(s), or deny an application for a certificate of appropriateness for an improvement to property located within a historic district shall be based on the following principles:

i. properties which contribute to the character of the historic district shall be retained, with their historic features altered as little as possible;
ii. any alteration of existing properties shall be compatible with the surrounding historic district; and
iii. new construction shall be compatible with the historic district in which it is located;

C. In applying the principle of compatibility set forth in paragraph (b) of this Section, the commission shall consider the following factors:

(1) the general design and character of the proposed alteration or new construction relative to existing features of the property or improvement;

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(2) the scale and visual compatibility of the proposed alteration or new construction in relation to the property itself, surrounding properties, and the neighborhood;

(3) texture, materials and color and their relation to similar features of the property and other properties in the neighborhood;

(4) visual compatibility with surrounding properties, including proportion of the property's facade, proportion and arrangement of windows and other openings within the facade, roof shape, and the rhythm of spacing of properties on streets, including setback, and;

(5) the importance of historic physical and visual features to the significance of the property.

D. In approving an application for a certificate of appropriateness, the commission shall find that the building or structure for which the permit was requested, if erected or altered in accordance with the submitted plan or with stated modifications, would be consistent with the spirit and intent of this local law, would not be visually offensive or inappropriate by reason of poor quality of exterior design, monotonous similarity or visual discord in relation to the sites or surroundings, would not mar the appearance of the area, would not impair the use, enjoyment and desirability or reduce the values of properties in the area, would not be detrimental to the character of the neighborhood, would not prevent an appropriate development and utilization of the site or of adjacent lands and would not adversely affect the functioning, economic stability, prosperity, health, safety and general welfare of the community. In addition the Commission's decision shall be guided by the current edition of the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings as general criteria.

E. Where the commission grants a certificate of appropriateness under circumstances where the permitted activity is likely to uncover or affect archaeological resources, the commission shall require reasonable efforts to protect and preserve such resources. Where such protection and preservation is not feasible, the commission shall nonetheless impose appropriate and reasonable conditions to ensure that the archaeological resource is made accessible for a reasonable period to qualified persons. In cases where the owner is a government entity and thereby the lead agency, the New York State SEQR regulations shall apply.

F. The liaison in the Planning Department for the Commission will forward a draft of the application of the certificate of appropriateness to the Commission. The commission may require that the application for certificate of appropriateness be supplemented by such additional information or materials as may be necessary for a complete review by the Commission. The Commission may impose reasonable conditions or restrictions as it deems necessary or appropriate on a case-by-case basis to promote or achieve the purposes of this chapter.

§ 121-9. **Application for certificate of appropriateness.**

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A. Prior to the commencement of any work requiring a certificate of appropriateness, the owner shall file an application for such certificate with the Historic Preservation Commission. The application shall contain, but not be limited to:

(1) The name, address, ~~and~~ telephone number and/or email of the applicant.

(2) The location and photographs of the property.

(3) Elevation drawings of proposed changes, if available.

(4) Perspective drawings of proposed changes, if available.

(5) Samples of color and/or materials to be used.

(6) Where the proposal includes signs or lettering, a scale drawing showing the type(s) of lettering to be used, all dimensions and colors, a description of materials to be used, the method of illumination and a plan showing the sign's proposed location on the property.

(7) Any other information which the Commission may deem necessary in order to visualize the proposed work.

B. No building permit shall be issued for such proposed work until a certificate of appropriateness has first been issued by the Historic Preservation Commission. The Commission shall act to approve, approve with modifications, or deny a certificate of appropriateness within 65 days of the date upon which a completed application is filed with the Historic Preservation Commission. If the application is not acted upon within 65 days, the application shall be deemed approved. The applicant may request an extension of the decision deadline date if so desired. The certificate of appropriateness required by this chapter shall be in addition to and not in lieu of any building permit that may be required by any other ordinance of the Town of Amherst.

§ 121-10. **Hardship criteria.**

A. An applicant whose certificate of appropriateness for a proposed demolition has been denied may apply for relief on the grounds of hardship. In order to prove the existence of hardship, the applicant shall establish that:

(1) The property is incapable of earning a reasonable return regardless of whether that return represents the most profitable return possible.

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(2) The property cannot be adapted for any other use permitted by Chapter **203**, Zoning, which would result in a reasonable return.

(3) Efforts to find a purchaser interested in acquiring the property and preserving it have failed.

B. An applicant whose certificate of appropriateness for a proposed alteration has been denied may apply for relief on the grounds of hardship. In order to prove the existence of hardship, the applicant shall establish that:

(1) ~~T~~the property is incapable of earning a reasonable return regardless of whether that return represents the most profitable return possible;.

(2) The alleged hardship relating to the property in question is unique, and does not apply to a substantial portion of the district or the neighborhood;

(3) The requested relief, if granted, will not alter the essential character of the neighborhood; and

(4) The alleged hardship has not been self-created.

§ 121-11. **Hardship application procedure.**

A. After receiving written notification from the Commission of the denial of a certificate of appropriateness, an applicant may commence the hardship application process.

B. The Commission shall hold a public hearing on the hardship application, at which time an opportunity will be provided for proponents and opponents of the application to present their views.

C. The applicant shall consult in good faith with the Commission, local preservation groups and interested parties in a diligent effort to seek an alternative that will result in preservation of the property.

D. All decisions of the Commission shall be in writing. A copy shall be sent to the applicant by registered mail, and a copy shall be filed with both the Town Clerk's office and with the Building Department. The Commission's decision shall state the reasons for granting or denying the hardship application.

E. No building permit or demolition permit shall be issued while the hardship application is pending. The Commission shall make a determination on whether a hardship exists. Building and demolition permits shall be issued in accordance with that determination.

§ 121-12. **Affirmative Maintenance and repair required.**

A. Nothing in this chapter shall be construed to prevent the ordinary maintenance and repair of any architectural feature of a landmark or property within an historic district which does not involve a change in design, material, color or outward appearance.

B. No owner or person with an interest in real property designated as a landmark or included within an historic district shall permit the property to fall into a serious state of disrepair so as to result in the deterioration of any architectural feature which would, in the judgment of the Historic Preservation Commission, produce a detrimental effect upon the character of the historic district as a whole or the life and character of the property itself. Examples of such deterioration include:

(1) Deterioration of exterior walls or other vertical supports.

(2) Deterioration of roof or other horizontal members.

(3) Deterioration of exterior chimneys.

(4) Deterioration or crumbling of exterior stucco or mortar.

(5) Ineffective waterproofing of exterior walls, roofs or foundations, including broken windows or doors.

(6) Deterioration of any feature so as to create a hazardous condition which could lead to the claim that demolition is necessary for public safety.

§ 121-13. **Administration and enforcement; display of certificate.**

A. Administration. The Building Commissioner shall administer and enforce the provisions of this chapter. In connection with overseeing this responsibility, the Building Commissioner shall provide a permit procedure coordinated with the established building permit procedure.

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B. Enforcement. All work performed pursuant to this chapter shall conform to any requirements included herein. It shall be the duty of the Building Commissioner to inspect periodically any such work to assure compliance. In the event that work is found that is not being performed in accordance with the certificate of appropriateness, the Building Commissioner shall issue a stop-work order, and all work shall immediately cease. No further work shall be undertaken on the project as long as the stop-work order is in effect.

C. The certificate of appropriateness shall be displayed on the building in a location conspicuously visible to the public while work pursuant to the certificate is being done.

§ 121-14. **Penalties for offenses.**

A. Any person who violates any provision of this chapter or any regulation adopted hereunder is guilty of an offense punishable by a fine not exceeding $250 or imprisonment for a period not to exceed 15 days, or both. Each week's continued violation shall constitute a separate violation.

B. Failure to comply with any of the provisions of this chapter shall result in the termination of any permits issued or any proceedings commenced under provisions of this chapter.

C. Any person(s) who demolishes, alters, constructs or permits a landmark to fall into a serious state of disrepair which results in a violation of this chapter shall be required to restore the property and its site to an appearance acceptable to the Historic Preservation Commission. Any action to enforce this subsection shall be brought by the Town Attorney upon authorization by the Town Board. This civil remedy shall be in addition to and not in lieu of any criminal prosecution and penalty.

D. Failure to comply with any of the provisions of this chapter m**ay result in the application of penalties and/or fines issued by the Building Commissioner of the Town of Amherst as** provided for in Chapter 151 of the Town Code, Property Maintenance.

§ 121-15. **Appeals.**

[Amended 6-20-2011 by L.L. No. 18-2011; 5-16-2018 by L.L. No. 10-2018]

Any person aggrieved by a decision of the Historic Preservation Commission relating to designation, hardship, demolition permit application (see Chapter **151**, Section 56 for related regulations) or a certificate of appropriateness may, within thirty (30) days of the filing of the decision in the Town Clerk's office, file a written application with the Town Board for review of the decision. The Town Board shall schedule a public hearing on the matter

Attachment: LocalLawFinal (RES-2023-1012 : Adoption of Local Law Amending Chapter 121 of the Code of the Town of Amherst, Historic

without unnecessary delay. The appeal of the Commission's decision may be based only upon the record and criteria utilized by the Commission to render its decision. If new information becomes available subsequent to the Commission's decision, a new application must be submitted to the Commission. The Town Board's decision on the appeal shall be considered final.

§ 121-16. **Conflict with other provisions.**

Where this chapter imposes greater restrictions than are imposed by the provisions of any law, ordinance or regulation, the provisions of this chapter shall apply. Where greater restrictions are imposed by any law, ordinance or regulation, such greater restrictions shall apply.

§ 121-17. **Compliance required prior to action.**

No decision to carry out or approve an action subject to the provisions of this chapter shall be rendered by any department, board, commission, officer or employee of the Town of Amherst until there has been full compliance with all requirements of this chapter. This shall not prohibit environmental, engineering, economic feasibility or other studies, preliminary planning or budgetary processes, nor the granting of an application relating only to technical specifications and requirements, but not authorizing commencement of action until full compliance with this chapter has been met.

§ 121-18. **Applicability.**

This chapter shall apply to the entire area of the Town of Amherst, excluding that area within the corporate limits of the Village of Williamsville.

§ 121-19. **Severability.**

If any section, clause or provision of this chapter or the application thereof to any persons is adjudged invalid, the adjudication shall not affect other sections, clauses or provisions or the application thereof which can be sustained or given effect without the invalid section, clause or provision or application, and, to this end, the various sections, clauses or provisions of this chapter are declared to be severable.

§ 121-20. **When effective.**

This chapter shall take effect immediately.

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Section 4. Effective Date.

This Local Law shall take effect immediately when it is 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 & 133 of the Town Law and Chapter 28 of the Code of the Town of Amherst. Tax year 2023-24 will be the first year of eligibility for the above referenced exemptions.

Francina J. Spoth, Town Clerk
Town of Amherst
County of Erie, New York

Attachment: LocalLawFinal (RES-2023-1012 : Adoption of Local Law Amending Chapter 121 of the Code of the Town of Amherst, Historic

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 28336 **RESOLUTION 2023-1013** **ADOPTED**

Non-Exclusive Permanent Public Drainage Easement Agreement (CRS #4493) - PB Investors, LLC

AGENDA ITEM : DECEMBER 18th, 2023

TO: **Town Board**

FROM: **Martin A. Polowy, Esq., Town Attorney**

DATE: **December 12, 2023**

RE: **Non-Exclusive Permanent Public Drainage Easement Agreement (CRS #4493)**
PB Investors LLC - 1720-1740 & 1760 Maple Road

Kindly adopt a resolution authorizing the Supervisor to execute the above-referenced agreement pending successful completion of the Contract Routing System.

The Town Attorney's Office has already reviewed the agreement and finds it acceptable for placement on the Town Board agenda for approval and signature by the Supervisor.

Thank you.

MAP:nmb
c: Tim Koller, Deputy Town Clerk
(**Agenda Item - December 18, 2023**)
Nora B. Roshaw, Esq., Senior Deputy Town Attorney
Sean W. Hopkins, Esq.

12/18/2023
Consent

FINANCIAL IMPACT:

None for the purposes of this resolution.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 28358 **RESOLUTION 2023-1014** **ADOPTED**

Regency Builders - 166 Klein Road (Regency Commons)

AGENDA ITEM : DECEMBER 18th, 2023

TO: **Town Board**

FROM: **Martin A. Polowy, Esq., Town Attorney**

DATE: **December 12, 2023**

RE: **Regency Builders, LLC**
166 Klein Road (Regency Commons)

Kindly adopt the following resolution with respect to the above matter:

WHEREAS, on February 16, 2023, the Town of Amherst Planning Board granted Preliminary Plat Approval for a nineteen (19) lot residential subdivision to be located at 166 Klein Road; and

WHEREAS, Condition No. 4 as contained in the attached resolution adopted by the Town of Amherst Planning Board on February 16, 2023 stated as follows: "That the ownership status of the proposed waterline and sanitary sewer line be determined by the Town Board in consultation with the Town Attorney;" and

WHEREAS, the residential subdivision will require Final Plat Approval from the Town of Amherst Planning Board;

THEREFORE BE IT RESOLVED, that the Town Board hereby approves allowing the sanitary sewer and water infrastructure to be owned by the Town of Amherst subject to the following conditions:

1.) The Petitioner shall grant the Town of Amherst (the "Town") the necessary non-exclusive easements for the purpose of accessing the private roadway, sanitary sewer and water infrastructure improvements, the private on-site stormwater management system and the ditch that bisects the eastern portion of 166 Klein Road (the "Project Site"). The content and form of the Easement Agreement shall be reviewed and approved by the Town Attorney's Office prior to recording at the Erie County Clerk's Office. A recorded copy of the Easement Agreement shall be provided to the Town Attorney's Office, the Engineering Department and the Planning Department.

2.) The Petitioner shall keep the Project site clear of all obstructions. The Petitioner shall be responsible for the restoration of disturbed areas (including landscaping) on the Project Site in the event the Town determines it is

necessary to make maintain or make repairs to the sanitary sewer and water infrastructure improvements. In the event that a structure, appurtenance, tree and/or fence is necessary in the opinion of the Town to be removed to maintain or make repairs to the sanitary sewer and water infrastructure improvements, the Petitioner shall reimburse the Town for the cost of removing the obstruction and the Petitioner shall be responsible to replace such items after the maintenance and/or repair is complete. Petitioner shall be responsible for all costs related to utility conflicts encountered during the maintenance and/or repair of the sanitary sewer and water infrastructure improvements and shall reimburse the Town for any costs incurred by the Town due to said conflicts.

3.) The Town shall have no responsibility with respect to maintenance, repairs or replacement of sanitary and water laterals that will service the homes to be constructed on the Project Site.

4.) The Petitioner shall be responsible for the restoration of disturbed areas of the Project Site in the event of an emergency situation such that the Town determines it is necessary to maintain or make repairs to the on-site private stormwater management system. The Town shall not have any legal obligation to make repairs to the private on-site stormwater management system.

5.) In the event that the private roadway has not been plowed and the Town or emergency personnel require access to the Project Site in an emergency situation, the Town shall have the right to plow the roadway and Petitioner shall be required to reimburse the Town for the cost of the plowing of the private roadway. The Town shall not have any legal obligation to plow the private roadway.

6.) The Petitioner shall indemnify and hold harmless the Town and its employees and agents from and against any and all claims, demands, causes of actions, suits, damages, counsel fees, and all other actual and reasonable costs and expenses associated with the defense of Town, arising out of or incurred in defense of any claim, proceeding, or action brought for personal injury or property damage arising from Town use of the easements be conveyed to the Town in accordance with Condition No. 1 or the activities specified in Conditions No. 2 to No. 5.

7.) The Petitioner shall be required to build all public infrastructure to Town of Amherst and Erie County Water Authority standard specifications and obtain all required PIPs and subsequent approvals from the Town of Amherst Town Board and ECWA for the private roadway and all public infrastructure.

8.) The Petitioner shall be required to provide the Town of Amherst with a copy of the Offering Plan for the project once it has been approved by the NYS Attorney General Office.

9.) Conditions No. 1 to 9 shall be memorialized via the recording of a Declaration

of Restrictions at the Erie County Clerk's Office. The content and form of the Declaration of Restrictions shall be reviewed and approved by the Town Attorney's Office prior to recording at the Erie County Clerk's Office. A recorded copy of the Declaration of Restrictions shall be provided to the Town Attorney's Office and the Planning Department. The Town Board shall not approve any PIPs for the project until such time that the Petitioner has complied with Condition No. 9 above.

MAP:nmb

Attachment

c: Timothy Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item - December 18, 2023**)

12/18/2023
Consent

FINANCIAL IMPACT:

None for the purposes of this resolution.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

TOWN OF AMHERST
PLANNING BOARD
PRELIMINARY PLAT RESOLUTION
SUB-2022-01PP

PETITIONER

Regency Builders LLC
c/o Sean Hopkins Esq.
5500 Main Street Suite 343
Williamsville, New York 14221

PROPERTY LOCATION

166 Klein Road

WHEREAS the Town of Amherst Planning Board on Thursday, February 16, 2023 held a public hearing on a preliminary plat for a 19-lot subdivision, "Regency Commons", located at 166 Klein Road, and

WHEREAS on October 20, 2022 the Planning Board has issued a Negative Declaration for the proposed subdivision, and

WHEREAS the Planning Board has reviewed plans and specifications for the proposed Subdivision, and

WHEREAS the Subdivision has been referred to the Town's various review agencies, and

WHEREAS the Planning Board finds that:

1. The proposed subdivision is consistent with the intent, objectives and specific requirements of the Zoning Ordinance.

2. Adequate services and utilities are or will be available prior to occupancy.

3. The proposed subdivision is consistent with all other applicable laws.

4. Under Section 404 of the Clean Water Act, the US Army Corps of Engineers has determined that it has no jurisdiction.

NOW THEREFORE BE IT RESOLVED that the Planning Board, in accordance with Section 8-7 of the Zoning Ordinance and Part III of the Subdivision Regulations approves said Subdivision subject to the follow condition(s):

1. That the petitioner address the comments of the Engineering Department in their letter dated November 28, 2022 to the satisfaction of that department.

2. That the petitioner address the comments of the Right-of-Way Agent in their review letter dated February 7, 2023 to the satisfaction of the Town Attorney's Office.

3. That the petitioner address the comments of the Planning Department in their letter dated January 12, 2023 to the satisfaction of that department.

'23 FEB 24 AM9:34

Attachment: Resolution-Planning Bd-Preliminary Plat Approval-02-16-23 166 Klein Road (RES-2023-1014 : Regency Builders - 166 Klein Road

TOWN OF AMHERST
PLANNING BOARD
PRELIMINARY PLAT RESOLUTION
SUB-2022-01PP

PETITIONER	PROPERTY LOCATION
Regency Builders LLC	166 Klein Road

4. That the ownership status of the proposed waterline and sanitary sewer line be determined by the Town Board in consultation with the Town Attorney.

5. That the petitioner revise the preliminary plat drawings to provide for a cul-de-sac design at the terminus of the proposed private road pursuant to §204-3-2-4F of Town Code.

NOW THEREFORE BE IT FURTHER RESOLVED that Klein Road is classified as a collector street and that sidewalks are required along the parcel frontage on Klein Road and that sidewalks are required along both sides and on the cul-de-sac for the proposed private street, and that the required ramps and/or curb cuts to meet ADA compliance be included and constructed with the P.I.P. for the roadway utilities; and

BE IT FURTHER RESOLVED in reviewing the proposed subdivision and §204-3-2O of Town Code that street lighting is required for the proposed subdivision and that the required street lighting be constructed under a Private Improvement Permit for the subdivision; and the ownership of the proposed waterline and proposed sanitary sewer line shall be determined by the Town Board in consultation with the Town Attorney; and

BE IT FURTHER RESOLVED that recreation fees are required for the proposed subdivision lots in accordance with the adopted fee schedule.

The foregoing resolution was adopted by the Town of Amherst Planning Board, February 16, 2023; moved by Chmiel; seconded by Gilmour; ayes 7, noes 0.

Robert J. Gilmour, Planning Board Chair

2·23·23.
Date

TV/ac
X:\CURRENT_PLANNING\FILES\SUBDIVISIONS\SUB-2021\SUB-2021-01_(166_KLEIN_RD)_2021\SUB-2021-01PP_(166_KLEIN_RD)_2022\SUB-2021-01_PP_DRAFT_RESOLUTION_021623.DOC

cc: Commissioner of Building
Town Engineer
Highway Superintendent
Fire Chiefs Council
ECDEP
NYSDEC
Regency Builders LLC, 4899 Meyer Rd., Pendleton, NY 14120
Ken Zollitsch, Greenman-Pedersen Inc., 4950 Genesee Street, Suite 100, Buffalo, NY 14225
Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Suite 343, Williamsville, NY 14221

'23 FEB 24 AM9:34

Attachment: Resolution-Planning Bd-Preliminary Plat Approval-02-16-23 166 Klein Road (RES-2023-1014 : Regency Builders - 166 Klein Road

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 28318 **RESOLUTION 2023-1015** **ADOPTED**

New Firefighter for Main-Transit Fire Department

New firefighter for the Main-Transit Fire Department lives in the Town of Amherst and resides within the Main-Transit fire district.

David Koseoglu
280 Presidio Pl
Williamsville, NY 14221

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: David Koseoglu

Applicant Home Address: 280 Presidio Pl Williamsville NY 14221

Under penalty of perjury I, David Koseoglu affirm I am an

applicant to be a member of the, ~~Footprint~~ Main Transit (fire dept.)

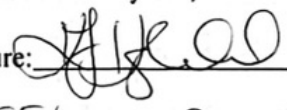
and my address of residence is listed above.

☒ My address is in the fire distract I've applied to or territory which is afforded protection by the fire department of the fire district or fire company pursuant to contract.

☐ My address is outside the district or territory that provides protection by the fire district or company, but is in the vicinity of my occupation, in which I will be able to render active service as a volunteer. My occupation address is:

Signature of Applicant: 

I have verified the applicant's address or employment, where applicable, by examining their driver's license or other suitable document such as a utility bill, lease or pay stub.

Signature: 

Title: SENIOR CAPTAIN

Date: 12/3/23

Submit this completed form to:
Amherst Town Clerk
5583 Main Street
Williamsville, NY 14221

Attachment: Koseoglu Residency (RES-2023-1015 : New Firefighter for Main-Transit Fire Department)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 28325 **RESOLUTION 2023-1016** **ADOPTED**

New Firefighter for Swormville Fire Company

New firefighter for the Swormville Fire Company lives in the Town of Amherst and resides within the Swormville fire district.

Taylor Sheehan
10A Southcreek Ct
East Amherst, NY 14051

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Swormville Fire Company

6971 Transit Rd
East Amherst, New York 14051
Phone: (716) 688-7055 **Fax:** (716) 688-4736

STATEMENT OF VOLLUNTEER FIRE COMPANY OFFICIAL

Taylor P Sheehan
(Name)

10A Southcreek Ct.
(Address)

E. Amherst, N.Y. 14051

The address of the applicant listed above is within the fire protection district or territory protected by such Fire Protection District to which he / she is applying, namely **Swormville Fire Company.** We have verified the applicant's residence address were applicable by examining their driver's license or other document such as a lease, utility bill, paystub, or other suitable document.

Robert J Smith

Date: 12/7/23

Attachment: img-Z07122924-0001 (RES-2023-1016 : New Firefighter for Swormville Fire Company)

Swormville Fire Company

6971 Transit Rd
East Amherst, New York 14051
Phone: (716) 688-7055 **Fax:** (716) 688-4736

Clerk- Francina J Spoth
Town of Amherst
5583 Main St.
Williamsville, NY 14221

Dear, Francina Spoth

Please allow this letter to serve as notification that the following individual has joined the Swormville Fire Company as an active member. Please add their information to your records.

Taylor P Sheehan
(Name)

10A Southcreek Ct.
(Address)

E. Amherst, N.Y. 14051

The residency verification forms are enclosed. I can be reached at (716) with any questions.

Thank you for your assistance in this matter.

Sincerely,

Robert J Leirich

Membership Committee

Attachment: img-Z07122924-0001 (RES-2023-1016 : New Firefighter for Swormville Fire Company)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 28328 **RESOLUTION 2023-1017** **ADOPTED**

New Firefighters East Amherst Fire Department

New firefighters for East Amherst Fire Department as one lives in the Town of Clarence and one in the Town of Amherst. Both reside within the East Amherst fire district.

Kristen Kern
8290 Stahley Road
East Amherst, NY 14051

Nathan Secor
131 Autumn Creek Court
East Amherst, NY 14051

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

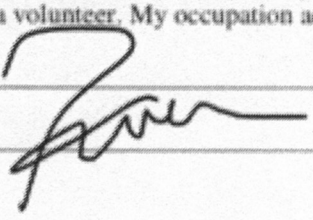
Applicant Name: Kristen Kern

Applicant Home Address: 8290 Stahley Road, E. AMherst, NY 14051

Under penalty of perjury I, Kristen Kern affirm I am an applicant to be a member of the, East Amherst Fire Department (fire dept.) and my address of residence is listed above.

☒ My address is in the fire distract I've applied to or territory which is afforded protection by the fire department of the fire district or fire company pursuant to contract.

☐ My address is outside the district or territory that provides protection by the fire district or company, but is in the vicinity of my occupation, in which I will be able to render active service as a volunteer. My occupation address is:

Signature of Applicant: 

I have verified the applicant's address or employment, where applicable, by examining their driver's license or other suitable document such as a utility bill, lease or pay stub.

Signature: 
Ken Rusin

Title: President

Date: 12/6/2023

Submit this completed form to:
Amherst Town Clerk
5583 Main Street
Williamsville, NY 14221

Attachment: Amherst Residency - Kern (RES-2023-1017 : New Firefighters East Amherst Fire Department)

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: Nathan Secor

Applicant Home Address: 131 Autumn Creek Court, E. Amherst, Ny 14051

Under penalty of perjury I, Nathan Secor affirm I am an applicant to be a member of the, East Amherst Fire Department (fire dept.) and my address of residence is listed above.

- [X] My address is in the fire distract I've applied to or territory which is afforded protection by the fire department of the fire district or fire company pursuant to contract.
- [ ] My address is outside the district or territory that provides protection by the fire district or company, but is in the vicinity of my occupation, in which I will be able to render active service as a volunteer. My occupation address is:

Signature of Applicant: Nathan Secor

I have verified the applicant's address or employment, where applicable, by examining their driver's license or other suitable document such as a utility bill, lease or pay stub.

Signature: Kenneth Rusin
Ken Rusin

Title: President

Date: 12/6/2023

Submit this completed form to:
Amherst Town Clerk
5583 Main Street
Williamsville, NY 14221

Attachment: DOC121123-12112023094408 (RES-2023-1017 : New Firefighters East Amherst Fire Department)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 28383 **RESOLUTION 2023-1018** **ADOPTED**

New Firefighter for North Bailey Fire Company

New firefighter for the North Bailey Fire Company lives in the Town of Amherst and resides within the North Bailey fire district.

James Lawton
551 Sweet Home Road
Amherst, NY 14226

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

I, James Lawton (name of applicant), am an applicant to be a member of North Bailey Fire Company (name of fire company to which the applicant has applied).
I affirm under penalty of perjury that I presently reside at the following address:

551 Sweet Home RD.
Amherst NY 14226

☑ Which is in the fire district applied to or territory outside the fire district which is afforded fire protection by the fire department of the fire district or fire company pursuant to contract.

☐ Is outside the district or territory provided protection by the district or fire company, but by reason of my residence in the vicinity or my usual occupation I will be available to render active service as a volunteer based on the following grounds:

James Lawton
Signature of Applicant

Attachment: DOC121323-12132023132253 (RES-2023-1018 : New Firefighter for North Bailey Fire Company)

STATEMENT OF VOLUNTEER FIRE COMPANY OFFICIAL

The address of the applicant listed above is within the Fire Protection District or territory protected by such Fire Protection District to which he/she is applying, namely North Bailey Fire Company (name of fire company) or such applicant lives outside the district but is able to render service by virtue of his residence and/or employment and such is allowed by the fire district and/or company by laws. We have verified the applicant's address or employment where applicable by examining their driver's license or other document such as a lease, utility bill, pay stub or other suitable document.

Signature

Title : Chief

Date: 12/13/23

Please submit this completed residency verification form to:

Amherst Town Clerk
5583 Main Street
Williamsville, New York 14221

Attachment: DOC121323-12132023132253 (RES-2023-1018 : New Firefighter for North Bailey Fire Company)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Mark S. Berke**
Co-Sponsored by:

DOC ID: 28300 B **RESOLUTION 2023-1019** **ADOPTED**

2024 NFBOA Conference

Requesting Town Board approval to allow 17 Code Enforcement Officers to attend the 2024 NFBOA Educational Conference being held at the Buffalo/Niagara Marriott, 1340 Millersport Highway, Amherst, NY 14221 on January 29-31, 2023. Educational in-service training is a state requirement.

12/18/2023
Consent

FINANCIAL IMPACT:

B 3620 4120 $5100.00 EDUCATION & TRAINING

B 3620 4010 $1200.00 MEMBERSHIP DUES

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Mark S. Berke**
Co-Sponsored by:

DOC ID: 28301 **RESOLUTION 2023-1020** **ADOPTED**

FLBOA Conference

Requesting Town Board approval to allow 9 Code Enforcement Officers to attend the 2024 Finger Lakes Educational Conference being held in Henrietta, NY on March 13-15, 2024. Educational in-service training is a state requirement.

12/18/2023
Consent

FINANCIAL IMPACT:

B 3620 4120 $$3600.00

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Mark S. Berke**
Co-Sponsored by:

DOC ID: 28302 **RESOLUTION 2023-1021** **ADOPTED**

Edmunds Govtech Software (IPS) Maintenance Contract CRS #4468

Please authorize the Supervisor to sign the contract between the Town of Amherst, Building Department and Edmund GovTech Inc., 301 Titon Road, Northfield, New Jersey 08225.

12/18/2023
Consent

FINANCIAL IMPACT:

IPS $25,511.85

IPS WORKFLOW AUTOMATION - $5,148.68

WEB PORTAL - $3,858.75

B 3620 4110 $34,519.28

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 28343 **RESOLUTION 2023-1022** **ADOPTED**

Change Order No. 1 & Final Quantity Adjustment; Rodriguez Construction Group, Inc., Veterans Canal Park – Capital Improvements Project

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which decreases the overall contract by $2,452.00. This change will reduce the overall project costs to reflect actual quantities utilized during construction.

Please note that the above request is contingent pending successful completion of the contract review procedure.

As per the above, the project above shall reduce funding required from the project associated with account KP2229.4972.

Thank you for considering this request.

12/18/2023
Consent

FINANCIAL IMPACT:

CREDIT of 2,452.00 returned to KP2229.4972

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

TOWN OF AMHERST

BUILDING DEPARTMENT – MAINTENANCE DIVISION

ERIE COUNTY, NEW YORK

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7227
FAX: (716) 631-2958

Daniel Rizzo
Director of Facilities

December 11, 2023
AGENDA – December 18, 2023

Honorable Town Board
Town of Amherst
5583 Main Street
Williamsville, NY 14221

RE: Change Order No. 1 & Final Quantity Adjustment;
Rodriguez Construction Group, Inc.
Veterans Canal Park – Capital Improvements Project
TOA Project No. 2022-F008
KP Account: 2229-4972

Councilmembers:

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which **decreases** the overall contract by $2,452.00. The Contractor will issue a check to the Town for the funds credited back. This change will reduce the overall project costs to reflect actual quantities utilized during construction.

Please note that the above request is contingent pending successful completion of the contract review procedure.

As per the above, the project above shall **reduce** funding required from the project associated with account KP2229.4972.

Thank you for considering this request.

Very truly yours,

Anne Dafchik, AIA
Architect | Facilities

x:\- capital planning\letterhead facilities blank.docx

Attachment: 2023-12-11_Town Board Rec Letter (RES-2023-1022 : Change Order for Veterans Canal Park Capital Improvement Project)

Town of Amherst – Facilities Dept.

Change Order

PROJECT:
Veterans Canal Park Capital Improvements Project #2022-F008

CONTRACT INFORMATION:
Contract For: Rodriguez Construction Group, Inc.
Date: April 18, 2022

CHANGE ORDER INFORMATION:
Change Order Number: 1 & Final

OWNER:
Town of Amherst
5583 Main St.
Williamsville, NY 14221

ARCHITECT:
Town of Amherst
5583 Main St.
Williamsville, NY 14221

CONTRACTOR:
Rodriguez Construction Group, Inc.
693 Northland Ave
Buffalo, NY 14211

The Contract is changed as follows:

The original Contract Sum was	$ 149,000.00
The net change by previously authorized Change Orders	$ 0.00
The Contract Sum prior to this Change Order was	$ 149,000.00
The Contract Sum will be decreased by this Change Order in the amount of	$ 2,452.00
The new Contract Sum, including this Change Order, will be	$ 146,548.00
The Contract Time will be changed by	( ) days.
The new date of Substantial Completion shall now be:	N/A

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Town of Amherst – Facilities Dept.	Rodriguez Construction Group, Inc.	Town of Amherst
ARCHITECT/ENGINEER	CONTRACTOR	OWNER
SIGNATURE	SIGNATURE	SIGNATURE
Anne Dafchik, AIA, NCARB Town Architect PRINTED NAME AND TITLE	Kevin G. Maxwell, VP of Construction PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE 12/11/23	DATE

Attachment: Town of Amherst - Change Order Form (RES-2023-1022 : Change Order for Veterans Canal Park Capital Improvement Project)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Central Alarm
Initiated by: **James Koeppel**
Co-Sponsored by:

DOC ID: 28346 **RESOLUTION 2023-1023** **ADOPTED**

Scheduling & Payroll Software CRS #4427

Request the Supervisor sign an agreement with TimeClock Plus, LLC for the purchase of Aladtech computer software to assist in scheduling, tracking accruals, time sheet and payroll. This will eliminate cumbersome and time consuming manual calculations. Agreement signing is subject to successful completion of the Contract Routing System.

12/18/2023
Consent

FINANCIAL IMPACT:

$3,014.00 from A3020 4110

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

TIMECLOCK PLUS, LLC
1 TIMECLOCK DRIVE
SAN ANGELO, TX 76904

QUOTE # : Q018543

CONTRACT START DATE : 11/15/2023

CLIENT INFORMATION

Purchased for: Amherst Township
Bill To: Amherst Township

Billing Address:

Billing Contact Name:

Billing Contact Email:

Billing Contact Phone:

Shipping Method:

Contract Contact Name: James Koeppel

Contract Contact Email: jkoeppel@amherst.ny.us

Support Contact Name:

Support Contact Email:

Support Contact Phone:

Start day of week:

BILLING TERMS

INITIAL TERM	RENEWAL TERM	PAYMENT TERM	PAYMENT METHOD
12 MONTHS	12 MONTHS	NET 30	CHECK

ITEM DESCRIPTION	PRICE PER UNIT	QUANTITY	CHARGE TYPE	ORDER TOTAL
ALADTEC IMPLEMENTATION SERVICES PREPAID HOURS	$295.00	2	ONE-TIME	$590.00
ALADTEC PAYROLL MODULE SUBSCRIPTION - ANNUAL	$12.00	50	RECURRING	$600.00
19 ALADTEC PROFESSIONAL SUBSCRIPTION - ANNUAL	$96.00	19	RECURRING	$1,824.00

SUBTOTAL	**$3,014.00**
TAXES	**$0.00**
GRAND TOTAL	**$3,014.00**
CURRENCY	USD

QUOTE EXPIRATION DATE : 11/30/2023

SPECIAL TERMS: TERMS HAVE BEEN REVISED TO REFLECT 12 MONTH INITIAL TERM, WITH RENEWAL TERM OF 12 MONTHS.

Attachment: Aladtec Routing Documents (RES-2023-1023 : Scheduling & Payroll Software CRS #4427)

SERVICE TERMS & CONDITIONS

TimeClock Plus, LLC ("TCP"), a Delaware limited liability company, will provide Client and its authorized Employees and Users access to the Services during the Initial Service Term in accordance with the complete terms and conditions (collectively the "Licensing Agreement") found at:

TimeClock Plus Services will be provided as set forth in the Terms and Conditions here: https://www.tcpsoftware.com/legal
Humanity Services will be provided as set forth in the Terms and Conditions here: https://www.humanity.com/terms
Aladtec Services will be provided as set forth in the Terms and Conditions here: https://www.aladtec.com/aladtec_scheduling_license_agreement.php
ScheduleAnywhere Services will be provided as set forth in the Terms and Conditions here: https://www.scheduleanywhere.com/employee-scheduling-software/scheduleanywhere-scheduling-license-agreement.aspx
Non-EU Data Processing Terms: https://www.tcpsoftware.com/agreements/dpa
EU Data Processing Terms: https://www.humanity.com/data-processing-addendum (As Applicable)
Supplemental Support & Maintenance Terms: https://www.tcpsoftware.com/legal (As Applicable)

This Order Form is entered into as of the Contract Start Date contained herein (the "Effective Date") by and between TimeClock Plus, LLC and the entity named in the Bill To section herein (the "Client"), and is subject to the Licensing Agreement. In the event of any conflict between the Order Form, the Data Processing Addendum ("DPA") and/or the Terms and Conditions (as applicable), the following order of precedence will apply (in descending order): (1) the DPA (as applicable), (2) the Order Form, and (3) the Terms and Conditions.

Client shall pay all fees or charges in accordance with those outlined on the Order Form. Payments will be made in advance of the Services being provided and may be made annually, quarterly or monthly, or as otherwise mutually agreed on this Order Form. All fees are committed and non-cancelable during the term of the agreement.

The individuals executing this Agreement on behalf of each Party represent and warrant to the other Party that they are fully authorized and legally capable of executing this Agreement on behalf of such Party and that such execution is binding upon such Party.

Accepted and agreed to as of the

Accepted by:

Client		**TimeClock Plus, LLC**	
By:	_____	**By:**	_____
Name:	_____	**Name:**	_____
Title:	_____	**Title:**	_____

Attachment: Aladtec Routing Documents (RES-2023-1023 : Scheduling & Payroll Software CRS #4427)

Aladtec Scheduling
License Agreement

THIS TCP SCHEDULING LICENSE AGREEMENT FOR ALADTEC PRODUCTS (the "Agreement") is entered into as of _____ ("Effective Date"), by and between **TimeClock Plus, LLC**, a Delaware limited liability company with its principal office located at 1 Time Clock Drive, San Angelo, TX 76904 ("TCP"), and _____, with its principal office located at _____ ("Client").

WHEREAS TCP and Client (the "Parties") desire to enter into this Agreement for the provision of hosted services by TCP to Client, as provided herein.

NOW, THEREFORE, in reliance on the mutual covenants and promises, representations and agreements set forth herein, the Parties agree as follows:

1. **Definitions**.

1.1 "Active User" means any of Client's Employees that have not been disabled or deleted from the Aladtec Services.

1.2 "Affiliate" means any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by or under common control with a Party.

1.3 "Biometric Data" means any information based on an individual's retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry, including photographs as applicable, which is used to identify an individual, regardless of how it is captured, converted, stored or shared.

1.4 "Client Data" means all of Client's data processed or stored by or transmitted to TCP in connection with the Aladtec Services, including, without limitation, all Personal Data contained therein.

1.5 "Designated User" means an individual Employee who is authorized by Client to use the Aladtec Services on behalf of the Client, and whose Personal Data may be processed or stored by or transmitted to TCP in connection with the Aladtec Services.

1.6 "Employee" means Client's individual employee, worker, consultant, substitute or contractor.

1.7 "Privacy Policy" means TCP's Global Data Privacy Policy located at https://www.tcpsoftware.com/privacy, as updated from time to time.

1.8 "Initial Term" has the meaning set forth in Section 10.

1.9 "Monthly User Fee" means TCP's then current fees applicable for each of Client's Active User based on the aggregated Permissions, to access and use the Aladtec Services measured over the course of each calendar month, as outlined on an invoice or Order Form. This fee may be prorated during the first month of the Initial Term and may be prorated for the last month of the Initial Term.

1.10 "Order Form" means a written document, including, but not limited to, a TCP issued invoice, a TCP issued order form, or a Client issued purchase order, which has been mutually agreed upon and executed by the Parties for ordering products and/or services, and which expressly incorporates the terms of this Agreement.

Attachment: Aladtec Routing Documents (RES-2023-1023 : Scheduling & Payroll Software CRS #4427)

1.11 "Permissions" means the permission(s) granted to Client's Active Users to access features within Aladtec Services, as outlined on an invoice or Order Form. Permissions are applied within the Aladtec Services by Client's Designated Users.

1.12 "Personal Data" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Employee, whether active or inactive, or Designated User.

1.13 "Subprocessor" means any third-party entity that processes Personal Data on behalf of TCP and to which TCP discloses Personal Data for a business purpose pursuant to a written contract, provided that the contract prohibits such entity from retaining, using, or disclosing the Personal Data for any purpose other than for the specific purpose of performing the services identified in such contract.

1.14 "Aladtec Services" means the Aladtec software application hosted by TCP in accordance with TCP's then-current hosting environment, any associated documentation, and any ancillary services described in this Agreement or an Order Form.

1.15 "TCP Technology" means the computer hardware, software and other tangible equipment and intangible computer code contained therein used by TCP in the provision of the Aladtec Services.

1.16 "Term" has the meaning set forth in Section 10.

1.17 "Use Fees" means the fees set forth on the applicable invoice or Order Form, including, but not limited to, the Monthly Employee Fees.

2. **Delivery of Services.**

2.1 Aladtec Services. Subject to the terms and conditions of this Agreement and the Privacy Policy, TCP grants to Client, its Affiliates and their Designated Users a limited, non-transferable (except in compliance with Section 22), nonexclusive right and subscription license to access and use the Aladtec Services during the Term only for the internal business purposes of processing, storing and maintaining Client Data. TCP shall provide to Client the Aladtec Services during the Term in accordance with the terms and conditions of this Agreement, the Privacy Policy, and any additional terms outlined in an Order Form or Hardware Support and Maintenance Agreement, as applicable.

2.2 Client Responsibilities. Client's use of the Aladtec Services is subject to the terms of this Agreement, the Privacy Policy and any additional terms outlined in an Order Form.

2.2.1 Access. Client is responsible for maintaining the confidentiality of Client's account and password and for restricting access to its computer systems, and Client agrees to accept responsibility for all activities that occur under Client's account or password, including but not limited to any acts or omissions by Designated Users. Client shall inform each Designated User of the terms and conditions governing such Designated User's use of the Aladtec Services as set forth herein and shall cause each Designated User to comply with such terms and conditions.

2.2.2 Restrictions on Use. Client acknowledges and agrees that Client will not use the Aladtec Services for the benefit of any third party. Client agrees not to, not to attempt to, nor allow any third party to: (i) use the Aladtec Services in any manner that could damage, disable, overburden, or impair TCP's servers or networks or interfere with any other party's use and enjoyment of the Aladtec Services; (ii) attempt to gain unauthorized access to any services, user accounts, computer systems, or networks through hacking, password mining, or any other means; (iii) copy, distribute, rent, lease, lend, sublicense or transfer the Aladtec Services, make the Aladtec

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Services available to any third party or use the Aladtec Services on a service bureau or time sharing basis, (iv) decompile, reverse engineer, or disassemble the Aladtec Services or otherwise attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Aladtec Services, (v) create derivative works based on the Aladtec Services; (vi) modify, remove, or obscure any copyright, trademark, patent or other notices or legends that appear on the Aladtec Services or during the use and operation thereof; (vii) publicly disseminate performance information or analysis (including benchmarks) relating to the Aladtec Services; or (viii) use the Aladtec Services in a manner which violates or infringes any laws, rules, regulations, third party intellectual property rights, or third party privacy rights. Client may not use any automated means, including agents, robots, scripts, or spiders, to access or manage the Aladtec Services, except solely to the extent as may be specifically enabled and authorized by TCP in writing. TCP may take any legal and technical measures to prevent the violation of this provision and to enforce this Agreement.

2.3 Third Party Services.

2.3.1 Client may require the Aladtec Services to interoperate with platforms or other online services operated by third parties ("Third-Party Platforms") pursuant to an agreement between TCP and the operators of such Third-Party Platforms, an agreement between Client and the operators of such Third-Party Platforms, or through application programming interfaces ("APIs") or other means of interoperability which are generally made available by such operators.

2.3.2 As applicable, Client hereby grants TCP the limited right to access such Third-Party Platforms with Client's credentials and on behalf of the Client in connection with the performance of the Aladtec Services. Client acknowledges and agrees that TCP's agreements with the operators of such Third-Party Platforms and the terms governing the use of APIs may be modified, suspended or terminated at any time, and TCP shall have no liability with respect to any such modification, suspension or termination. Client is responsible for ensuring that its use of the Aladtec Services in connection with any Third-Party Platform, and TCP's access to such Third-Party Platforms on Client's behalf, complies with all agreements and terms applicable to such Third-Party Platform.

2.4 Client Data.

2.4.1 General. Client hereby grants TCP a worldwide, royalty-free, non-exclusive, limited license to use, host, copy, transmit, display, modify and create derivative works of Client Data for the express purpose of providing Aladtec Services. Client acknowledges and agrees that it will determine the means and purposes of processing Client Data and that TCP acts solely as a service provider that processes Client Data on behalf of and at the direction of Client for the sole purpose of performing the Aladtec Services under this Agreement. Client is responsible for ensuring that all Designated Users who provide instructions to TCP on Client's behalf are authorized to do so. Client shall have sole responsibility for the accuracy, quality, content, legality, and use of Client Data and the means by which any Personal Data is obtained from Designated Users and Employees and transferred to TCP, and Client is solely responsible for any transfer of Personal Data to any third-party data controller or data processor (*e.g.*, human resources or payroll application), and TCP shall have no liability in connection therewith. Client agrees to implement data protection-related procedures that will not be less protective than those imposed on TCP by this Agreement and the Privacy Policy.

2.4.2 Restrictions on TCP's Processing of Client Data. TCP is expressly prohibited from processing any Client Data for any purpose other than for the specific purpose of performing the Aladtec Services, unless requested by Client or required by applicable law. TCP is prohibited from selling Personal Data under any circumstances and for any purpose. No other collection, use, disclosure or transfer (except to Subprocessors in accordance with Section 2.4.3) of Client Data is permitted without Client's express prior written instruction. TCP acknowledges and agrees that it

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un and agrees that it understands and will comply with each of the restrictions and obligations set forth in this

2.4.3 Subprocessors. TCP has appointed Subprocessors for the purpose of providing data hosting and security services. Client acknowledges and agrees that Subprocessors may process Client Data in accordance with the terms of this Agreement, the Privacy Policy, and any Order Form. TCP's agreements with its Subprocessors impose data protection-related processing terms on such Subprocessors that are no less protective than the terms imposed on TCP in this Agreement and the Privacy Policy. The Privacy Policy contains an overview of the categories of Subprocessors involved in the performance of the relevant Aladtec Services. The appointment of a Subprocessor to perform part or all the Aladtec Services hereunder shall not relieve TCP of any liability under this Agreement.

3. **Data Security**.

3.1 Security Standards.

3.1.1 TCP shall implement reasonable security procedures consistent with industry standards to protect Client Data from unauthorized access, including without limitation (i) industry-standard encryption of data at rest within TCP's data centers; (ii) web application firewalls; (iii) virus detection and anti-virus software; (iv) authentication techniques, such as user names and passwords, or authorization formats, which limit access to particular TCP personnel; and (v) additional security controls consistent with SOC reporting standards.

3.1.2 The Parties shall implement administrative, technical and physical security procedures consistent with industry standards and applicable data protection laws to protect Client Data from unauthorized access, including by adopting access policies that prevent the internal sharing or inadvertent communication of login credentials.

3.1.3 Client is responsible for reviewing the information made available by TCP relating to data security and making an independent determination as to whether the Aladtec Services meet Client's requirements and obligations under applicable data protection laws. Client acknowledges that data security measures taken by TCP are subject to technical progress and development and TCP may update or modify such security measures from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the Aladtec Services.

3.2 Security Breach Notifications. TCP will promptly report to Client any unauthorized access to Client Data within TCP's or its Subprocessors' systems upon discovery and in accordance with applicable data breach notification laws. TCP will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. TCP's notification of or response to any security incident under this Section 3.2 shall not be construed as an acknowledgment by TCP of any fault or liability with respect to such security incident.

3.3 Data Backup and Retention. TCP shall undertake commercially reasonable efforts to backup Client Data with a restore point objective of twenty-four (24) hours. Client Data shall be backed up and retained in accordance with TCP's retention policy as set forth in the Privacy Policy.

4. **Data Privacy**. TCP will process Employee Personal Data in accordance with the terms of this Agreement, the Privacy Policy and all applicable data protection laws. Client must maintain its own data collection, disclosure, retention, and storage policies in compliance with applicable law.

4.1 Biometric Data. To the extent that Client collects, captures, stores, or otherwise uses Biometric Data relating to an individual, Client must (i) first inform the individual from whom Biometric Data will be collected, in writing and prior to collecting his or her Biometric Data, that

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Biometric Data is being collected, stored, and/or used; (ii) indicate, in writing, the specific purpose(s) (which may not be other than employment-related purposes) and length of time for which Biometric Data is being collected, stored, and/or used; and (iii) receive a written release from the individual (or his or her legally authorized representative) authorizing the Client, TCP, TCP's third-party service providers (who are subject to restrictions no less restrictive than those imposed on TCP herein) to collect, store, and/or use the Biometric Data and authorizing the Client to disclose such Biometric Data to TCP and TCP's third-party service providers.

4.2 Requests. Client agrees to adopt a commercially reasonable policy for managing data requests from Designated Users and Employees, which policy shall safeguard the rights of such data subjects and respect the original purpose of such data collection. Client, as the Party which determines the means and purposes for processing Client Data, shall be responsible for receiving, investigating, documenting, and responding to all Designated User and Employee requests for inspection or erasure of Personal Data.

4.3 Assistance. If Client receives a request from a Designated User or Employee to exercise such individual's rights under applicable data protection laws, and Client requires TCP's assistance to respond to such request in accordance with applicable data protection laws, TCP shall assist the Client by providing any necessary information and documentation that is under TCP's control. TCP shall be given reasonable time to assist the Client with such requests in accordance with applicable law.

4.4 Client's Privacy Policy. Where required by law, Client agrees to adopt a privacy policy in alignment with this Agreement and all applicable laws governing the collection, use, transfer and retention of Personal Data. Client agrees to provide TCP, upon reasonable request, Client's adopted privacy policy.

5. **Confidential Information**.

5.1 Each Party (the "Receiving Party") acknowledges that it will have access to certain confidential information of the other Party (the "Disclosing Party") concerning the Disclosing Party's business, plans, customers, software, technology and products, other information held in confidence by the Disclosing Party, and Personal Data. In addition, a Disclosing Party's confidential information will include (i) all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential, and (ii) the TCP Technology and related algorithms, logic, design, specifications, and coding methodology, and to the extent permitted by law, the terms and conditions of this Agreement, but not its existence (all of the foregoing being referred to as "Confidential Information").

5.2 The Receiving Party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the Disclosing Party's Confidential Information, and will take reasonable precautions to protect the confidentiality of such Confidential Information in at least the same manner as is necessary to protect its own Confidential Information and in accordance with applicable data protection laws. To the extent that the Receiving Party is permitted to retransmit any Confidential Information it receives from the Disclosing Party, the mode of retransmission must be at least as secure as the mode by which the Disclosing Party transmitted the Confidential Information to the Receiving Party.

5.3 Information will not be deemed Confidential Information hereunder if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the

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Receiving Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

6. **Cooperation With Authorities**. If either Party is requested to disclose all or any part of any Confidential Information under a subpoena or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body or committee, the Receiving Party shall (i) immediately notify the Disclosing Party of the existence, terms and circumstances surrounding such request; (ii) consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such request and cooperate with the Disclosing Party on any such steps it considers advisable; and (iii) if disclosure of the Confidential Information is required or deemed advisable, exercise its best efforts to obtain an order, stipulation or other reasonably acceptable assurance that the Confidential Information or part thereof required to be disclosed shall retain its confidentiality and remain otherwise subject to this Agreement. Although TCP will not systematically monitor the Client Data, TCP reserves the right, upon prior written notice to Client, to remove access to Client Data to comply with applicable law, provided, however, that access to such Client Data will be restored upon a mutual determination of the Parties that such Client Data is in compliance with, or has been modified to be in compliance with, applicable law.

7. **Supplemental Services; Master Agreement**.

7.1 TCP may provide to Client supplemental services in accordance with a Statement of Work or a separate services agreement.

7.2 Client may elect to purchase additional products and services via Order Forms from time to time. The Parties agree that this Agreement is a master agreement such that additional transactions will be governed by the terms and conditions hereof. Pricing for additional transactions shall be in accordance with TCP's then-current pricing schedule. Client agrees that, absent TCP's express written acceptance thereof indicated by execution by an officer of TCP, the terms and conditions contained in any purchase order or other document issued by Client to TCP for the purchase of additional services, shall not be binding on TCP to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.

8. **Use Fees**.

8.1 In consideration for the performance of the Aladtec Services, Client shall pay TCP the Use Fees. During the Term, Client will be billed in advance an amount equal to charges as indicated in the applicable invoice or Order Form. All other charges for Aladtec Services received and expenses incurred during a month will be billed at the end of the month in which the Aladtec Services were provided. Payment by Client for all Use Fees is due upon receipt of each TCP invoice, and in no event shall such payment be received by TCP later than thirty (30) days after the invoice, except in cases where a Net Terms Agreement has been authorized by TCP.

8.2 Aladtec Services charges will equal the number of total Active Users multiplied by the Monthly User Fee, which is based on the aggregated Permissions for each Active User. Client is responsible for Monthly User Fees for the maximum number of Active Users who are active during any calendar month. Client may add additional Employees or Permissions as desired each month by paying the Monthly User Fees on the next billing cycle. Client agrees to promptly update the status in the Aladtec Services for any Active User who has been terminated or deactivated.

8.3 Employees added at any time during a calendar month will be charged in full for that billing period. Because Client is billed in advance for Aladtec Services, if Client increases its

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Active User count or increases Permissions during a calendar month, Client will receive an invoice reflecting the increased Active User count with overage charges incurred from the previous month.

8.4 Except as set for in Section 8.5 of this Agreement, after first anniversary of this Agreement, TCP may increase the Use Fees by no more than 10% at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period.

8.5 Client may prepay greater than one (1) year of Aladtec Services, and in doing so suspend any increase in Use Fees until expiration of the Initial Term. After the Initial Term, TCP may increase the Use Fees at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period.

9. **Taxes**. As applicable, Client shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added or other taxes, whether federal, state or local, however named, arising out of the transactions contemplated by this Agreement, except that Client shall not be liable for taxes based on TCP's aggregate income.

10. **Term; Guaranteed Payment**. This Agreement commences on the Effective Date and, unless terminated earlier in accordance with Section 11, will remain in effect for the term specified in the applicable Order Form ("Initial Term"), and then shall automatically renew for subsequent terms consistent with the Initial Term thereafter, unless either Party gives written notice of non-renewal at least thirty (30) days prior to the end of the then current term (the Initial Term and subsequent renewal terms being referred to as the "Term").

11. **Termination for Cause**. A Party may terminate this Agreement for cause if (i) the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, or in the case of failure to pay Use Fees, thirty (30) days; (ii) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors; or (iii) the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing. Notwithstanding the foregoing, if a material breach by Client, by its nature, cannot be cured, TCP may terminate this Agreement immediately.

12. **Effect of Termination**. Without prejudice to any right or remedy of a Party with respect to the other Party's breach hereunder, upon the effective date of any termination of this Agreement:

12.1 TCP's obligation to provide the Aladtec Services shall immediately terminate;

12.2 after such termination and upon Client's reasonable request, no later than thirty (30) days from termination, TCP shall provide Client Data to Client in an export format; and

12.3 within thirty (90) days of such termination, each Party will destroy or return all additional Confidential Information of the other Party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

13. **Intellectual Property Ownership**. Subject to the limited rights expressly granted hereunder, TCP reserves all right, titles, and interests in and to the Aladtec Services and TCP Technology, including all intellectual property rights embodied therein, which shall remain the sole and exclusive property of TCP or its licensors. No rights are granted to Client hereunder other than as expressly set forth herein. This Agreement does not transfer from TCP to Client any ownership

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interest in the Aladtec Services or TCP Technology and does not transfer from Client to TCP any ownership interest in Client Data.

14. **Client Representations and Warranties**.

14.1 Client represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of Client's obligations and use of the Aladtec Services by Client, its Designated Users and Employees will not violate any applicable laws, including all applicable domestic and international data protection laws, or cause a breach of duty to any third party, including Employees.

14.2 Client represents and warrants that all Personal Data included in the Client Data has been collected from all Employees and Designated Users and will be transferred to TCP in accordance with all applicable data protection laws, to the extent applicable. Client acknowledges and agrees that (i) TCP is a service provider and processes Client Data solely on behalf of and at the direction of Client, and exercises no control whatsoever over the content of the Client Data passing through the Aladtec Services or that is otherwise transferred by Client to TCP, and (ii) it is the sole responsibility of Client to ensure that the Client Data passing through the Aladtec Services or that is otherwise transferred by Client to TCP complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

14.3 Client represents and warrants that its Affiliates' use of the Aladtec Services, if any, shall not relieve Client of any liability under this Agreement, and Client shall be responsible and liable for the acts and omissions of its Affiliates hereunder as if performed or omitted by Client.

14.4 In the event of any breach of any of the foregoing representations or warranties in this Section 14, in addition to any other remedies available at law or in equity, TCP will have the right to suspend immediately any Aladtec Services if deemed reasonably necessary by TCP to prevent any harm to TCP and its business. TCP will provide notice to Client and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, TCP will promptly restore the Aladtec Services.

15. **TCP Representations and Warranties**. TCP represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the Aladtec Services to Client will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between TCP and any third parties.

16. **Mutual Representations and Warranties.** Each Party represents and warrants that it has implemented a comprehensive written information security program that includes appropriate administrative, technical and physical safeguards to: (i) ensure the safety and confidentiality of Personal Data; (ii) protect against unauthorized access to and use of Personal Data; (iii) protect against anticipated threats or hazards to the security or integrity of Personal Data, and (iv) comply with applicable data protection laws.

17. **Limited Warranty**. TCP represents and warrants that the Aladtec Services and related products as described with this Agreement will perform in accordance with all TCP published documentation, contract documents, contractor marketing literature, and any other communications attached to or referenced in this Agreement, and that the Aladtec Services will be free of errors and defects that materially affect the performance of the Aladtec Services ("Limited Warranty"). Client's sole and exclusive remedy for breach of the Limited Warranty shall be the prompt correction of non-conforming Aladtec Services at TCP's expense.

18. **Warranty Disclaimer**. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 17 (LIMITED WARRANTY), THE ALADTEC SERVICES ARE PROVIDED

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BY TCP ON AN "AS IS" BASIS, AND CLIENT'S USE OF THE ALADTEC SERVICES IS AT CLIENT'S OWN RISK. TCP AND ITS SUPPLIERS DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST HIDDEN DEFECTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TCP DOES NOT WARRANT THAT THE ALADTEC SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NOTHING STATED OR IMPLIED BY TCP WHETHER THROUGH THE ALADTEC SERVICES OR OTHERWISE SHOULD BE CONSIDERED LEGAL COUNSEL. TCP HAS NO RESPONSIBILITY TO NOTIFY CLIENT OF ANY CHANGES IN THE LAW THAT MAY AFFECT USE OF THE ALADTEC SERVICES. ANY ORAL STATEMENT OR IMPLICATION BY ANY PERSON CONTRADICTING THE FOREGOING IS UNAUTHORIZED AND SHALL NOT BE BINDING ON TCP. CLIENT ACKNOWLEDGES THAT IN ENTERING INTO THIS AGREEMENT, CLIENT HAS RELIED UPON CLIENT'S OWN EXPERIENCE, SKILL AND JUDGMENT TO EVALUATE THE ALADTEC SERVICES AND THAT CLIENT HAS SATISFIED ITSELF AS TO THE SUITABILITY OF SUCH SERVICES TO MEET CLIENT'S BUSINESS AND LEGAL REQUIREMENTS.

19. **Indemnification**.

19.1 Client hereby acknowledges and agrees that TCP may not be aware of all rights available to Client's Designated Users or Employees under all data protection regimes. Client, to the extent permitted by law, shall indemnify, defend and hold harmless TCP, its Affiliates, Subprocessors, officers, managers, directors, employees, agents, advisors and other representatives (the "TCP Indemnitees") from and against any lawsuit, liability, loss, cost or expense (including reasonable attorneys' fees) actually incurred or suffered by TCP Indemnitees of every kind and nature to the extent caused by or resulting from (i) any breach of a representation or warranty made by Client under this Agreement; or (ii) a third-party claim made against a TCP Indemnitee arising from or related to Client's failure to comply with any applicable domestic or foreign data protection laws or regulations. Client shall have the right to control any defense provided pursuant to this Section 19.1, provided, however, that Client shall not, without TCP's prior written consent, (A) enter into any settlement or compromise or consent to the entry of any judgment that does not include the delivery by the claimant or plaintiff to the applicable TCP Indemnitee of a written release from all liability in respect of such third party claim, or (B) enter into any settlement or compromise with respect to any third party claim that may adversely affect the applicable TCP Indemnitee other than as a result of money damages or other monetary payments that are indemnified hereunder.

19.2 TCP will indemnify, defend and hold harmless Client and its Affiliates (the "Client Indemnitees") from and against any lawsuit, liability, loss, cost or expense actually incurred or suffered by a Client Indemnitee of every kind and nature to the extent caused by or resulting from a third-party claim made against a Client Indemnitee that the TCP Technology infringes on any U.S. intellectual property right of a third party; provided, however, that TCP is notified in writing of such claim promptly after such claim is made upon Client. TCP shall have the right to control any defense provided pursuant to this Section 19.2. In no event shall Client settle any such claim without TCP's prior written approval. If such a claim is made or if the TCP Technology, in TCP's opinion, is likely to become subject to such a claim, TCP may, at its option and expense, either (i) procure the right to continue using the TCP Technology or portion thereof, or (ii) replace or modify the TCP Technology or portion thereof so that it becomes non-infringing. If TCP determines that neither alternative is reasonably practicable, TCP may terminate this Agreement with respect to the portion of the TCP Technology infringing or alleged to infringe. TCP shall have no liability or obligation under this Section 19.2 if the claim arises from (i) any alteration or modification to the TCP Technology other than by TCP, (ii) any combination of the TCP Technology with other programs or data not furnished by TCP, or (iii) any use of the TCP Technology prohibited by this Agreement or otherwise outside the scope of use for which the TCP Technology is intended.

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20. **Liability Limitation**. Except for claims arising out of Section 19.2 (TCP's Intellectual Property Indemnity) and Section 5 (Confidential Information), in no event shall TCP's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, exceed the sum of amounts paid by Client to TCP during the twelve (12) months immediately prior to the date of the claim.

21. **Notices**. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, to the address set forth on the initial page hereof.

22. **Assignment**. This Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that either Party may, without the prior consent of the other, assign all of its rights under this Agreement to (i) such Party's parent company or a subsidiary of such Party, (ii) a purchaser of all or substantially all of such Party's assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which such Party is participating. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

23. **Continuing Obligations**. Those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the expiration or termination hereof, such clauses to include the following: (i) any and all warranty disclaimers, limitations on or limitations of liability and indemnities granted by either Party herein; (ii) any terms relating to the ownership or protection of intellectual property rights or Confidential Information of either Party, or any remedy for breach thereof; and (iii) the payment of taxes, duties, or any money to either Party hereunder.

24. **Marketing**. During the Term hereof, Client agrees that TCP may publicly refer to Client, orally and in writing, as a customer of TCP. Any other reference to Client by TCP requires the written consent of Client.

25. **Force Majeure**. Except for the obligation to make payments, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, terrorism, acts of God, epidemic, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or complete or partial failure of the Internet (not resulting from the actions or inactions of TCP), provided that the delayed Party: (i) gives the other Party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

26. **Dispute Resolution**. For any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination, interpretation or invalidity thereof or any Invoice, or Order Form, the Parties shall endeavor for a period of two (2) weeks to resolve the Dispute by negotiation. This period may be extended by mutual agreement of the Parties. In the event the Dispute is not successfully resolved, the Parties agree to submit the Dispute to litigation in a court of competent jurisdiction.

27. **Waiver of Jury Trial**. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT

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SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 27.

28. **Class Action Waiver**. THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

29. **Applicable Law; Jurisdiction; Limitations Period**. This Agreement shall be construed under the laws of the State of Texas, without regard to its principles of conflicts of law. To the extent permitted by law, no action, regardless of form, arising out of this Agreement may be brought by either Party more than one (1) year after the cause of action has arisen.

30. **Counterparts; Facsimile Signatures**. This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any email transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any email transmission of any signature of a Party shall be deemed an original and shall bind such Party.

31. **Miscellaneous**. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the Parties. In the case of any conflict between this Agreement and the Privacy Policy, the Privacy Policy shall control. The failure of either Party to enforce any of the provisions hereof at any time shall not be a waiver of such provision, any other provision, or of the right of such Party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included or had been modified as provided above.

[*Signature Page Follows*]

Attachment: Aladtec Routing Documents (RES-2023-1023 : Scheduling & Payroll Software CRS #4427)

Accepted by:

Client	**TimeClock Plus, LLC**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Attachment: Aladtec Routing Documents (RES-2023-1023 : Scheduling & Payroll Software CRS #4427)

[SIGNATURE PAGE TO ONDEMAND LICENSE AGREEMENT]

TimeClock Plus
Service Level Agreement - Addendum

This Service Level Agreement is an addendum to the Master Licensing Agreement or Perpetual Licensing Agreement – EULA, hereafter referred to as the "Licensing Agreement", made and entered into by and between TimeClock Plus, LLC ("TCP") and Client. TCP reserves the right to continuously improve the Support and Maintenance and to adapt such services to changes in technology and to TCP's business environment. Solely for these purposes, TCP reserves the right to modify, elaborate, remove or add to some or all of the provisions of these Service Level Agreement terms at TCP's sole discretion and without further notice, provided that any such improvement or adaptation shall not result in a diminution of the overall level of service. All Support and Maintenance will be provided in accordance with applicable data protection laws and the Privacy Policy which can be found at www.timeclockplus.com/privacy.

1. Definitions. Capitalized terms herein, but not included in this Section 1, shall have the meaning set forth in the Licensing Agreement and/or attached Addendums.

1.1 "24/7 Support" means continuous service is provided for twenty-four hours per day, seven days per week, and throughout the year.

1.2 "Issue" means a failure of the Software to substantially conform to the functional specifications set forth in TCP published documentation.

1.3 "Major Release" means a release in which the version number to the left of the first decimal point increases (e.g., 7.0 to 7.1).

1.4 "Minor Release" means a release of the Software in which the version number to the right of the first decimal point increases (e.g., 7.0 to 7.1).

1.5 "On Premise" means an installation of TCP's software application(s) in Client's data center, whether at Client's physical location or in Client's private hosted cloud.

1.6 "Response Time" means the time period in which the assigned support resource shall provide Client with an initial technical response as a result of an Issue reported by Client.

1.7 "Software" means the certain software program(s) purchased by Client. Software includes both On Premise and cloud hosted ("TCP Services as defined in the Licensing Agreement") software programs.

1.8 "Standard Support" means the Standard support level of Support and Maintenance as set out in Section 3.

1.9 "Standard Support Hours" means the hours between 7:00 am CST and 7:00 pm CST, excluding Saturday, Sunday, and TCP recognized employee holidays.

1.10 "Support and Maintenance" means the support and maintenance services to be provided by TCP to the Client in accordance with purchased Hardware and/or Software Support and Maintenance Agreement. All Support and Maintenance will be provided to Client in accordance with the terms of the Hardware and/or Software Support and Maintenance Agreement and the terms of this Service Level Agreement.

1.11 "Support Plan" means the specific Software and/or Hardware Support and Maintenance Agreement that has been purchased by Client.

Attachment: Aladtec Routing Documents (RES-2023-1023 : Scheduling & Payroll Software CRS #4427)

1.12 "Term" has the same meaning as defined in the Order Form or Licensing Agreement.

1.13 "Updates" means service packs, patches, hot fixes, or workarounds for a particular version of the Software. "Updates", includes Minor Releases but excludes any Major Releases or other releases of the Software or any other products that TCP, in its sole discretion, licenses separately for an additional fee. Major Releases will be provided according to the Support Level the Customer purchases from Service Provider. All Updates and Major Releases are licensed to Customer and subject to the terms and conditions of the License Agreement. If there is no such agreement, then the terms accompanying the Software will govern.

1.14 "Workaround" means a modification or "patch" for a particular version of the Software, which may be of a temporary or interim nature, to help cure or avoid an Issue.

2. Support and Maintenance Services. In consideration of the Client's payment of the applicable fees related to the Client selected Support Plan(s), Service Provider agrees to provide Support and Maintenance for the duration of the Term, and solely for the Software and/or Supported Hardware.

3. Software Support and Maintenance.

3.1 Software Maintenance. TCP shall use commercially reasonable efforts to maintain the Software so that it operates without Issues. Software maintenance includes the Software features that TCP makes generally available to its Client base during the applicable Term. These Software features, include Minor Releases, Major Releases, and Updates to the Software.

3.2 Software Support. Support Services include:

3.2.1 Information gathering and analysis of Software to identify Issues;

3.2.2 Chat, email, or telephone consultation regarding the use and operation of the Software that does not rise to the level of training;

3.2.3 Configuration changes for the Software;

3.2.4 Repair or replacement of open source software with functionally equivalent software; and
3.2.5 Issue correction in accordance with the Support Response Time Goals below.

3.3 Severity Classification and Response Time Goals. Issues are classified according to severity of impact on the use of the Software, according to the Support Response Time Goal chart below. All disputes regarding severity classification will be resolved by TCP in its sole discretion.

4. Hardware Support and Maintenance.

4.1 Hardware Maintenance. TCP shall use commercially reasonable efforts to maintain the Supported Hardware so that is operates without Issues. Hardware maintenance include the Updates that TCP generally makes available to its Client base during the applicable Term. Hardware maintenance also includes replacement services as defined in the Hardware Support and Maintenance Agreement.

4.2 Hardware Support. Support Services include:

4.2.1 Information gathering and analysis of Supported Hardware to identify Issues;

Attachment: Aladtec Routing Documents (RES-2023-1023 : Scheduling & Payroll Software CRS #4427)

4.2.2 Chat, email, or telephone consultation regarding the use and operation of the Supported Hardware that does not rise to the level of training;

4.2.3 Configuration changes for the Supported Hardware;

4.2.4 Issue correction in accordance with the Support Response Time Goals below.

4.3 Severity Classification and Response Time Goals. Issues are classified according to severity of impact on the use of the Supported Hardware, according to the Support Response Time Goal chart below. All disputes regarding severity classification will be resolved by TCP in its sole discretion.

Support Response Time Goals

Severity	Impact	Response Time Goal
Level 1	Production system is down, impacting all applications and associated business systems. No Workaround exists.	A Level 1 Issue will immediately be assigned to a TCP support technician who will contact Client within one (1) business hour with an initial response. The support technician will then work without interruption on the Issue until a resolution is reached, either in the form of a complete fix, or an interim Workaround solution that will cause the level of urgency to drop to Level 2. Level 1 Issues qualify for 24/7 Support for Clients who have purchased this Support Plan.
Level 2	Production system performance is degraded, but operational; Issue affects essential functions and no Workaround exists; or Issue is blocking critical systems tests or deliverables.	A Level 2 Issue will immediately be assigned to a TCP Support Technician who will contact Client within two (2) business hours with an initial response. The support technician will then work without interruption during standard support hours until a resolution is reached, either in the form of a complete fix, or an interim Workaround solution that will cause the level of urgency to drop to Level 3. Level 2 Issues qualify for 24/7 Support for Clients who have purchased this Support Plan.

Attachment: Aladtec Routing Documents (RES-2023-1023 : Scheduling & Payroll Software CRS #4427)

Level 3	General product questions relating to development, feature issues, or Documentation.	A Level 3 Issue will be assigned to a TCP Support Technician who will contact Client within one (1) business day with an initial response. The support technician will work on the issue during Standard Support Hours. Level 3 Issues do not qualify for 24/7 Support for Clients who have purchased this Support Plan.

5. Obligations of Client

5.1 Support Contact. All communications relating to Support and Maintenance will be supervised, coordinated, and undertaken by a primary Client contact unless additional contacts are designated as an approved contact persons by Client's primary contact. Issues related to the security of Clients Data, including but not limited to, password resets, may require approval of Client's primary contact.

5.2 Pre-Call Procedures. Prior to requesting support fromTCP, Client shall comply with all published operating and troubleshooting procedures for the Software. If such efforts are unsuccessful in eliminating the Issue, Client shall then promptly notify TCP of the Issue. Client shall confirm that the following conditions are true before contacting Service Provider for support:

5.2.1 If possible, the situation giving rise to the Issue is reproducible in the Software;

5.2.2 The Client contact has the technical knowledge regarding the Software, any other software or hardware systems involved, and in the facts and circumstances surrounding the Issue;

5.2.3 The entire system, including all Software and Supported Hardware, is available to the Client contact during any communication with the assigned TCP support technician; and

5.2.4 If requested and required, Client must make available to TCP a technical representative during Standard Support Hours for all Issues. TCP reserves the right to suspend all work relating to any Issues during periods for which the Client does not provide access to Client's technical representative or requested data to continue to work on the Issue.

5.3 Remote Connection. If appropriate, Client will cooperate with TCP to allow and enable TCP to perform Support and Maintenance via remote connection using standard, commercially available remote control software. On Premise Clients will be solely responsible for instituting and maintaining proper security safeguards to protect Client's systems and data.

5.4 Disclaimer. TCP shall not be responsible for providing Support and Maintenance, Updates, or any other support and maintenance to the extent that Issues arise because Client (i) misuses, improperly uses, mis-configures, alters, or damages the Software; (ii) uses the Software with any hardware or software not recommended or sold by TCP; (iii) uses the Software at any unauthorized location; (iv) fails to install an Update to the Software if such Update would have resolved the Issue; or (v) otherwise uses the Software in a manner not in accordance with the License Agreement.

Attachment: Aladtec Routing Documents (RES-2023-1023 : Scheduling & Payroll Software CRS #4427)

6. Limitations of Support and Maintenance Services.

6.1 Non-Compliance Problems. If Client notifies TCP of a problem and TCP correctly determines that the problem is due to Client's incorrect or improper use of the Software or failure to comply with the terms of the License Agreement an attached Addendums, the resolution of such problem is not covered by Support and Maintenance. However, TCP may provide additional services to correct the problem pursuant to a separate Statement of Work.

6.2 Release Support Period. TCP shall support a release of the Software if such release (i) was made generally available during the previous twenty-four (24) months. TCP may extend Support and Maintenance to prior Major Releases and Minor Releases at its sole discretion.

6.3 Third-Party Products. Support and Maintenance does not cover the operation or use of third-party hardware or software or Software modified by any party other than TCP or used in any manner in violation of the License Agreement or inconsistent with TCP published product documentation.

6.4 Data.

6.4.1 On Premise Clients are encouraged to backup data often and to always do so prior to installing any Update. TCP will have no responsibility for loss of or damage to On Premise Client's data, regardless of the cause of any such loss or damage.

6.4.2 On Demand Supplemental Terms shall apply to Clients who have purchased TCP Services under a Licensing Agreement

7. Termination; Effects of Termination

7.1 TCP will provide Support and Maintenance services for the Term of the Hardware and/or Software Support and Maintenance Agreement as defined by the applicable Order Form. For clarity, TCP will provide Client with an option to select a single year or multi-year period of coverage; upon selecting such period of coverage, the period selected shall constitute the Term of the Support and Maintenance Agreement. Client shall be contractually obligated to pay the fees for the full length of the Term and, unless terminated in accordance with the terms herein prior to the expiration of the Term, TCP shall be obligated to provide the selected Support Plan to the Client for the duration of the Term.

7.2 Termination of Support Terms. If TCP or Client terminates the License Agreement in accordance with the terms provided therein, then the Support and Maintenance hereunder will also terminate. Further, TCP may terminate this Agreement upon the following conditions:

7.2.1 if Client fails to make any payments due hereunder within ten (10) days after TCP delivers notice of default to Customer;

7.2.2 by giving prior written notice to Client if Client fails to perform any material obligation required of it hereunder, and such failure is not cured within thirty (30) days from Client's receipt of TCP's notice to cure such non-performance of material obligation; or

7.2.3 if Client files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, or is adjudicated a bankrupt concern.

Attachment: Aladtec Routing Documents (RES-2023-1023 : Scheduling & Payroll Software CRS #4427)

8. Warranty. TCP warrants all services performed under this Agreement shall be performed in a workmanlike and professional manner. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT TCP MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

Attachment: Aladtec Routing Documents (RES-2023-1023 : Scheduling & Payroll Software CRS #4427)

On Demand Supplemental Terms

1. On Demand Services Level Agreement. In the event that Client experiences any of the service performance issues defined in Sections 2.1 and 2.2 as a result of TCP's failure to provide TCP Services, TCP will, upon Client's request in accordance with Section 3, credit Client's account as described below. The Service Credit shall not apply to performance issues (i) caused by factors outside of TCP's reasonable control; (ii) that resulted from any actions or inactions of Client or any third parties; or (iii) that resulted from Client equipment or third party equipment that is not within the sole control of TCP.

2. Definitions. For purposes of this Agreement, the following definitions shall apply only to the TCP Services. References to Section numbers in these Supplemental Terms shall apply to Sections in these Supplemental Terms, unless expressly provided otherwise.

2.1 "Downtime" shall mean "unplanned" network unavailability within TCP's United States network for thirty (30) consecutive minutes due to the failure of TCP to provide TCP Services for such period. Downtime shall not include any packet loss or network unavailability during TCP's scheduled maintenance of the Internet Data Center(s), network and TCP Services.

2.2 "Performance Problem" shall mean a material deterioration in the performance of the TCP Services excluding any Downtime.

2.3 "Service Credit" shall mean an amount equal to the pro-rata monthly recurring connectivity charges (i.e., all monthly recurring bandwidth-related charges) for one (1) day of TCP Services.

3. Downtime Periods. In the event Client experiences Downtime, Client shall be eligible to receive a one-time Service Credit for each Downtime period; provided, however, that in no event shall Client be entitled to more than two (2) Service Credits for any given calendar day. For example, if Client experiences one (1) Downtime period, then Client shall be eligible to receive one (1) Service Credit; if Client experiences two (2) Downtime periods, whether from a single event or multiple events, then Client shall be eligible to receive two (2) Service Credits.

4. Performance Problem. In the event that TCP discovers or is notified by Client that Client is experiencing a Performance Problem, TCP will take all commercially reasonably actions necessary to determine the source of the Performance Problem.

5. Discovery of Source; Notification of Client. Within four (4) hours of discovering or receiving notice of the Performance Problem, TCP will use commercially reasonable efforts to determine whether the source of the Performance Problem is limited to the TCP Services or whether the Performance Problem arises from the Client equipment or Client's connection to the Internet. TCP will notify Client of its findings regarding the source of the Performance Problem promptly after the additional four (4) hour period.

6. Correction. If the source of the Performance Problem is within the sole control of TCP, then TCP will use commercially reasonable efforts to remedy the Performance Problem within four (4) hours of determining the source of the Performance Problem. If the source of and remedy to the Performance Problem reside outside of the sole control of TCP, then TCP will use commercially reasonable efforts to notify the party responsible for the source of the Performance Problem and cooperate with it to resolve such problem as soon as possible.

7. Service Credits for Performance Problems. In the event that TCP (i) is unable to determine the source of the Performance Problem within the time periods described in Section 5; or (ii) is the sole source of the Performance Problem and is unable to remedy such Performance Problem within the time period described in Section 6, TCP will deliver a Service Credit to Client for each four (4)

Attachment: Aladtec Routing Documents (RES-2023-1023 : Scheduling & Payroll Software CRS #4427)

hour period incurred in excess of the time periods for identification and resolution described above; provided, however, that in no event shall Client be entitled to more than two (2) Service Credits for a given calendar day.

8. Client Must Request Service Credit. Upon receipt of a written request from Client for a prior calendar month requesting information regarding a specific instance of Downtime or Performance Problem, TCP will provide Client with a related incident report from which Client may determine any Downtime and/or Performance Problems. In order to receive a Service Credit in connection with a particular instance of Downtime or a Performance Problem, Client must notify TCP within thirty (30) days from the time Client becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Client's right to receive a Service Credit for the applicable instance of Downtime or Performance Problem.

9. Maximum Service Credit. The aggregate maximum number of Service Credits to be issued by TCP to Client for any and all Downtime and Performance Problems that occur in a single calendar month shall not exceed seven (7) Service Credits. Any Service Credits owed shall be issued in the TCP invoice in the month following the Downtime or Performance Problem, unless the Service Credit is due in Client's final month of Service. In such case, a refund for the dollar value of the Service Credit will be mailed to Client.

10. Termination Option for Chronic Problems. Client may terminate this Agreement and without liability or penalty to TCP by notifying TCP within ten (10) days following the occurrence of either of the following: (i) Client experiences more than five (5) Downtime periods in any three (3) consecutive calendar month period; or (ii) Client experiences more than eight (8) consecutive business hours of Downtime due to any single event. Such termination will be effective thirty (30) days after receipt of such notice by TCP.

Attachment: Aladtec Routing Documents (RES-2023-1023 : Scheduling & Payroll Software CRS #4427)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Morayma Gonzalez
Higginbotham Insurance Agency, Inc. 500 W. 13th Street Fort Worth TX 76102	PHONE (A/C, No, Ext): 817-336-1197 FAX (A/C, No): 817-347-6981 E-MAIL ADDRESS: mgonzalez@higginbotham.net
License#: 2081754	
INSURED TCPSOFT-01 TimeClock Plus, LLC, Humanity.com, LLC, and Aladtec, LLC 1 Time Clock Drive San Angelo TX 76904	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Crum & Forster Specialty Insurance Company	44520
INSURER B : Hartford Fire Insurance Company	19682
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 365991554 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			46UUNAW9LX6	4/15/2023	4/15/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 10,000
	X POLICY [ ] PRO-JECT [ ] LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY			46 UEN EL4585	4/15/2023	4/15/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			46XHUAW9P8R	4/15/2023	4/15/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			46WE AW9LWS	4/15/2023	4/15/2024	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Technology E & O/Cyber			MTP9046254 00	4/15/2023	4/15/2024	Limit	$5,000,000
A	EXCESS TECHNOLOGY E&O/CYBER			EOL-240339	4/15/2023	4/15/2024	Limit	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**********THIS CERTIFICATE SUPERCEDES ANY PREVIOUSLY ISSUED CERTIFICATE**********

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status and General Liability, Automobile Liability and Workers Compensation policies include a blanket waiver of subrogation endorsement when required by written contract.

The General Liability policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders when required by written contract.
See Attached...

CERTIFICATE HOLDER

New Hanover County Emergency Communications
230 Government Center Dr
Wilmington NC 28403

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: TCPSOFT-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Higginbotham Insurance Agency, Inc.	NAMED INSURED TimeClock Plus, LLC, Humanity.com, LLC, and Aladtec, LLC 1 Time Clock Drive San Angelo TX 76904
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

WORKERS COMPENSATION LIABILITY- UB-0S944076-22-I5-G other Covered States AL,AZ,CA,CO,GA,MI,MO,NC,NE,NY,SC,OR

Umbrella is follow form.

Attachment: Aladtec Routing Documents (RES-2023-1023 : Scheduling & Payroll Software CRS #4427)

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EXHIBIT "1"

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: TimeClock Plus, LLC

Signature: Whitney Leifeste

Print Name: Whitney Leifeste

Title: Director of Legal Services

Date: November 15, 2023

Revised 4.2017

Attachment: Aladtec Routing Documents (RES-2023-1023 : Scheduling & Payroll Software CRS #4427)

Addendum to Contract Major Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: Aladtec Routing Documents (RES-2023-1023 : Scheduling & Payroll Software CRS #4427)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town. Notwithstanding the preceding, a Party may assign this Agreement without such consent to its successor in interesty by way of a merger, acquisition or sale of substantial all of it assets.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

Attachment: Aladtec Routing Documents (RES-2023-1023 : Scheduling & Payroll Software CRS #4427)

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

TimeClock Plus, LLC
Print Name of Company

By: Whitney Leifeste
Signature

Whitney Leifeste, Director of Legal Services
Printed name

Date: November 15, 2023

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Aladtec Routing Documents (RES-2023-1023 : Scheduling & Payroll Software CRS #4427)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

TimeClock Plus, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 913377

6 City, state, and ZIP code

Denver, Colorado, 80291

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

7	5	-	2	2	4	5	8	7	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/3/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Attachment: Aladtec Routing Documents (RES-2023-1023 : Scheduling & Payroll Software CRS #4427)

CERTIFICATE OF LIABILITY INSURANCE

DATE (M
11/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 500 W. 13th Street Fort Worth TX 76102 License#: 2081754	**CONTACT NAME:** Morayma Gonzalez **PHONE (A/C, No, Ext):** 817-336-1197 **FAX (A/C, No):** 817-347-6981 **E-MAIL ADDRESS:** mgonzalez@higginbotham.net
INSURED TCPSOFT-01 TimeClock Plus, LLC, Humanity.com, LLC, and Aladtec, LLC 1 Time Clock Drive San Angelo TX 76904	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Crum & Forster Specialty Insurance Company — 44520 **INSURER B :** Hartford Fire Insurance Company — 19682 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 977196733 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			46UUNAW9LX6	4/15/2023	4/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			46 UEN EL4585	4/15/2023	4/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			46XHUAW9P8R	4/15/2023	4/15/2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		46WE AW9LWS	4/15/2023	4/15/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B A	Technology E & O/Cyber EXCESS TECHNOLOGY E&O/CYBER			MTP9046254 00 EOL-240339	4/15/2023 4/15/2023	4/15/2024 4/15/2024	Limit Limit	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
**********THIS CERTIFICATE SUPERCEDES ANY PREVIOUSLY ISSUED CERTIFICATE**********

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status and General Liability, Automobile Liability and Workers Compensation policies include a blanket waiver of subrogation endorsement when required by written contract.

The General Liability policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders when required by written contract.
See Attached...

CERTIFICATE HOLDER

Amherst Township
Main St
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: Amhurst Township COI (RES-2023-1023 : Scheduling & Payroll Software CRS #4427)

AGENCY CUSTOMER ID: TCPSOFT-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Higginbotham Insurance Agency, Inc.	NAMED INSURED TimeClock Plus, LLC, Humanity.com, LLC, and Aladtec, LLC 1 Time Clock Drive San Angelo TX 76904
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

WORKERS COMPENSATION LIABILITY- UB-0S944076-22-I5-G other Covered States AL,AZ,CA,CO,GA,MI,MO,NC,NE,NY,SC,OR

Umbrella is follow form.

Attachment: Amhurst Township COI (RES-2023-1023 : Scheduling & Payroll Software CRS #4427)

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Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 28374 **RESOLUTION 2023-1024** **ADOPTED**

Budget Transfers and Amendments

For December 18, 2023 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 12/13/2023
Re: Various Department Budget Transfers / Amendments

I have received the following request(s) requiring budget transfers and / or amendments. Based on my review, I ask that the Town Board approve the following list;

BUDGET TRANSFERS - 2023

FROM:	***TO:***
N1842.4000 HOME Acq- Contractual $60,323.32	N1841.4000 HOME Closing $60,323.32
N2042.4000 HOME Acq- Contractual $227,998.03	N2041.4000 HOME Closing $227,998.03

Requested per department to close out accounts.

BUDGET AMENDMENTS - 2023

INCREASE:	***INCREASE:***
A3120.05001 Police Office - Refund of C/Y Exp. $100.00	A3120.4430 Miscellaneous $100.00
A3122.02410 Police - Bailey Ave. Rentals $9,950.00	A3122.4220 Buildings & Grounds $9,950.00

To increase budget for miscellaneous refunds, Bailey Ave. rentals and repairs for use of range.

N2350.02785 TON Rehab- PI $32,346.00	N2350.4000 Contractual $32,346.00
N2353.02785 TON Admin- PI $3,594.00	N2353.4003 Admin $3,594.00

To recognize Community Development program income from 326 Wrexham, Tonawanda.

N2323.02785 TON Admin- PI $170.00	N2323.4003 Admin $170.00

To recognize Community Development program income from 169 Hillcrest, Amherst.

A3121.04389 Police- Federal Grant $3,630.80	A3121.1200 Overtime $2,906.00
	A3121.8030 FICA $222.31
	A3121.8050 Retirement $502.49

To recognize revenue received for red team exercise grant.

N2240.02785 AMH HOME- PI $10,881.73	N2240.4000 Contractual $10,881.73
N2254.02785 HOME Admin- PI $1,209.08	N2254.4003 10% Admin $1,209.08

To recognize Community Development program income from 106 Hartford, Amherst.

N2344.02785 Cheek HOME- PI $14,915.70	N2344.4000 Contractual $14,915.70
N2349.02785 Cheek Admin- PI $1,657.30	N2349.4003 10% Admin. $1,657.30

To recognize Community Development program income from 67 Gualbert, Cheektowaga.

12/18/2023
Consent

FINANCIAL IMPACT:

See Descriptions.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 28248 **RESOLUTION 2023-976** **ADOPTED**

Award Bid #2023049 Transportation of Stabilized Sludge Cake, Grit & Screenings - CRS #4434 & 4435

WHEREAS, bids were received on November 2, 2023 for Bid #2023049 Transportation of Stabilized Sludge Cake, Grit & Screenings; and

WHEREAS, three (3) bids were received as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid as follows: Line items 1 & 2 for a 12-month term to the low-bidder Stancor, LLC.; Line items 1A, 1B, 2A, and 2B for a 12-month term to the low-bidder Modern Disposal; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contracts with Stancor, LLC and Modern Disposal; and

BE IT FURTHER RESOLVED, that approval of the contract with Modern Disposal is pending successful completion of the Contract Routing System, as some contract paperwork is still needed.

12/4/2023
Supervisor Kulpa made a motion to adjourn, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

12/18/2023
Consent

FINANCIAL IMPACT:

G9916-4950; Amount TBD

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Bid #2023049 - Transportation of Stabilized Sludge Cake, Grit & Screenings									
Low Bid			Vendor:	Cragco		Stancor		Modern	
ITEM No.	QTY.	U/M		Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
			Transportation Services for Stabilized Sludge - 6-Month Contract						
1	1040	Trip	Transportation service for stabilized sludge cake, up to 40 miles round trip.	$400.00	$416,000.00	$366.56	$381,222.40	$450.00	$468,000.00
1A	1	Trip	Transportation service for stabilized sludge cake, up to 90 miles round trip.	No Bid	No Bid	$824.77	$824.77	$655.00	$655.00
1B	1	Trip	Transportation service for stabilized sludge cake, up to 140 miles round trip.	No Bid	No Bid	$1,282.97	$1,282.97	$865.00	$865.00
			Transportation Services for Grit and Screenings - 6-Month Contract						
2	15	Trip	Transportation service for grit and screenings, up to 40 miles round trip.	$400.00	$6,000.00	$366.56	$5,498.40	$450.00	$6,750.00
2A	1	Trip	Transportation service for grit and screenings, up to 90 miles round trip	No Bid	No Bid	$824.77	$824.77	$655.00	$655.00
2B	1	Trip	Transportation service for grit and screenings, up to 140 miles round trip.	No Bid	No BId	$1,282.77	$1,282.77	$865.00	$865.00
			Transportation Services for Stabilized Sludge - 12-Month Contract						
1	1040	Trip	Transportation service for stabilized sludge cake, up to 40 miles round trip.	$400.00	$416,000.00	$366.56	$381,222.40	$450.00	$468,000.00
1A	1	Trip	Transportation service for stabilized sludge cake, up to 90 miles round trip.	No Bid	No Bid	$824.77	$824.77	$655.00	$655.00
1B	1	Trip	Transportation service for stabilized sludge cake, up to 140 miles round trip.	No BId	No Bid	$1,282.77	$1,282.77	$865.00	$865.00
			Transportation Services for Grit and Screenings - 12-Month Contract						
2	15	Trip	Transportation service for grit and screenings, up to 40 miles round trip.	$400.00	$6,000.00	$366.56	$5,498.40	$450.00	$6,750.00
2A	1	Trip	Transportation service for grit and screenings, up to 90 miles round trip	No Bid	No Bid	$824.77	$824.77	$655.00	$655.00
2B	1	Trip	Transportation service for grit and screenings, up to 140 miles round trip.	No BId	No Bid	$1,282.77	$1,282.77	$865.00	$865.00
			NO ADDITIONAL CHARGES WILL BE CONSIDERED						
NOTES:									
Cragco: Letter attached to bid lists demurrage cost after 30 minutes of $100/hour.									
Modern: Provided pricing on old price page instead of addendum price page. They did however attach a letter acknowledging the addendum.									

Attachment: Bid analysis Sludge Hauling (RES-2023-976 : Award Bid #2023049 Transportation of

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 28231 **RESOLUTION 2023-1025** **ADOPTED**

Award Bid #2023051 Town Wide Hardware for Local Pick Up - CRS #4418

WHEREAS, the Contract Compliance and Administration Department received bids on November 9, 2023 for Bid #2023051 Town Wide Hardware for Local Pick Up; and

WHEREAS, the bid process resulted in responses from one (1) vendor, as per the attached bid analysis form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award the bid to Ed Youngs Towne Hardware.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Ed Youngs Towne Hardware.

12/18/2023
Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Bid #2023051 Town Wide Hardware for Local Pick Up		
Low Bidder	Vendor Name:	Ed Youngs Towne Hardware
Item #		Discount
1	% Discount	12%

Attachment: Bid tab Town Wide Hardware for Local Pick Up (RES-2023-1025 : Award Bid #2023051 Town Wide Hardware for Local Pick Up -

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 28276 **RESOLUTION 2023-1026** **ADOPTED**

Award Bid #2023054 Truck & Heavy Duty Equipment Parts & Service - CRS #4451, 4452, 4453 & 4454

WHEREAS, the Contract Compliance and Administration Department received bids on November 16, 2023 for Bid #2023054 Truck & Heavy Duty Equipment Parts & Service; and

WHEREAS, the bid process resulted in a response from four (4) vendors, as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award the bid, as per the highlighted line items on the attached bid analysis, to Fleet Maintenance, Inc. (CRS #4451), Conway Beam Truck Group (CRS #4452), Five Star Equipment, Inc. (CRS #4453) and D & W Diesel, Inc. (CRS #4454); and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contracts with the above named vendors.

12/18/2023
Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Bid #2023054 Truck & Heavy Duty Equipment Parts & Service

Low Bidder		Fleet Maintenance		Conway Beam Truck Group		Five Star Equipment		D&W Diesel	
		Primary	Secondary	Primary	Secondary	Primary	Secondary	Primary	Secondary
Item #		List Minus %	Cost Plus %	List Minus %	Cost Plus %	List Minus %	Cost Plus %	List Minus %	Cost Plus %
	TRUCK/EQUIPMENT MANUFACTURER:								
1	Superior Broom Parts – All Models and Engines								
2	Kubota Parts - All Models and Engines								30%
3	John Deere Parts - All Models and Engines					0%			30%
4	VAC-CON Parts – All Models and Engines								
5	Gradall Parts – All Models and Engines								30%
6	Ingersoll Rand Parts – All Models and Engines								30%
7	Case Parts – All Models and Engines								30%
8	Mack Parts – All Models and Engines			25%	25%				30%
9	Milton Cat Parts – All Models and Engines	15%							30%
10	Kenworth Parts – All Models and Engines								30%
11	Peterbilt Parts – All Models and Engines								30%
12	Freightliner Parts – All Models and Engines	30%							30%
13	Ampliroll Parts – All Models and Engines								
	SERVICE:								
14	Labor Rate Per Hour @ vendor site		$175.00		$150.00		$170.00		$110.00
15	Labor Rate Per Hour @ Town of Amherst facility		$175.00		$175.00		$175.00		No Bid
16	Mileage charge for pickup & delivery of equipment (if needed)		$2.00		$0.55		No Bid		No Bid
	Other Items listed per bid submittals:								
	Road Service Call-Out Fee		$150.00						
	Additional Fee for On-Site Service					$150/Hour plus $3.50/Mile			
	No Additional Charges Will Be Allowed								

NOTES:

Fleet Maintenance: Added road service call out fee: $150

Conway Beam Truck Group: Listed 25% under both List Minus and Cost Plus columns. 11/20: Confirmed with Keith Miller that list minus % is the primary method. If there is a part with no retail price, then they would utilize cost plus %.

Five Star Equipment: Item #15: Hourly rate entered is noted once on site. Added $150/Hr. travel + $3.50/Mile. Item #16: N/A

D&W Diesel: No line items were filled in. Note at the bottom of the line items says "Parts are billed at 30% over cost. 11/20: Confirmed with Susan Clickner which items they cover.

Attachment: Bid Analysis 2023054 Truck & Heavy Duty Equipment Parts & Service (RES-2023-1026 :

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Economic Development
Initiated by: **Angela Rossi**
Co-Sponsored by:

DOC ID: 28342 **RESOLUTION 2023-1027** **ADOPTED**

2024 NFBOA Conference Attendance

Requesting Town Board approval to allow Economic Development Small Business Liaison, Ben Ansell, to attend the 2024 NFBOA Educational Conference being held at The Buffalo/Niagara Marriott, 1340 Millersport Highway, Amherst NY 14221 on January 29-31, 2024. Educational in-service training is a state requirement.

12/18/2023
Consent

FINANCIAL IMPACT:

-$340.00

A1230 4120

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Niagara Frontier Building Officials Association

INVOICE

October 17, 2023

INVOICE No: CE1003339 - 2024

Payable To:
NFBOA EDUCATION COMMITTEE
P O Box 435
Tonawanda NY 14150

email: nfboa@outlook.com

Attendee:
BENJAMIN ANSELL
5583 MAIN ST.
WILLIAMSVILLE NY 14221

Attendance at The Niagara Frontier Building Officials Education Conference January 29-31, 2024	$300.00
2024 Annual Dues - Active	$ 40.00
TOTAL AMOUNT DUE	**$340.00**

PLEASE MAKE CHECKS PAYABLE TO: NFBOA EDUCATION COMMITTEE
SORRY WE DO NOT ACCEPT CREDIT CARDS

TAX ID: 22-2946384
NYS VENDOR ID: 1000030486

Attachment: Supporting Documents 2024NFBOA (RES-2023-1027 : 2024 NFBOA Conference Attendance)

ANSELL, BENJAMIN
REGISTRATION CONFIRMATION

PLEASE PRINT ALL PAGES OF

THIS DOCUMENT IMMEDIATELY

BENJAMIN

CE1003339

Congratulations. You have been confirmed for Attendance at
The Niagara Frontier Building Officials Education Conference
January 29-31, 2024

The Conference will be held at:
The Buffalo/Niagara Marriott
1340 Millersport Hgwy
Amherst NY 14221
716-689-6900

Registration will begin Monday January 29, 2024 7:00AM
Class starts at 8:00AM sharp every day
YOU MUST CHECK IN AT REGISTRATION DESK EVERY MORNING
SCANNING REQUIREMENTS ARE AVAILABLE BY CLICKING HERE
IT IS YOUR RESPONSIBILITY TO FOLLOW THEM

Please carefully review all information below for accuracy.

email any corrections to register@codesclass.com

Last Name: ANSELL
First Name: BENJAMIN
Middle Initial:
Address Line 1: 5583 MAIN ST.
Address Line 2:
City: WILLIAMSVILLE
State: NY
Zip: 14221
email: bansell@amherst.ny.us
Municipality or firm: TOWN OF AMHERST
Title: SMALL BUSINESS LIAISON
NY Training Id Num: CE1003339
FDID Num: 15804
Phone Number: 716-238-3409
Fax Number:

Attachment: Supporting Documents 2024NFBOA (RES-2023-1027 : 2024 NFBOA Conference Attendance)

TOWN OF AMHERST

PURCHASE ORDER

P.O. No. 230[illegible]

☒ 5583 Main St., Williamsville, NY 14221-5499

☐ Economic Development

Department

Federal ID # 16-6002157

Date 1/1/24 — This number must appear on all packages and invoices

VENDOR'S NO. 2773

Claimant's Name and Address

Niagara Frontier Building Officials Assoc.
PO BOX 435
Tonawanda NY 14150

FUND - APPROPRIATION			AMOUNT	
Fund	Dept./District	Object		
A	1230	4120		
		TOTAL		

☐ Check box if partial payment (P.O. will remain open)

Quantity	Description of Materials or Services	Unit Price	Amount
	Invoice CE1003339 Dues	40.00	40 00
	Invoice CE1003339 Training.	300.00	300 00

☐ Insurance ☐ Separate Check Required

Due Date: 11/1/24

Vendor Invoice#:

Date of Town Board Resolution and Resolution #:

TOTAL 340 00

INVOICES MUST BE RENDERED ON ATTACHED FORM (VOUCHER) FURNISHED BY THE TOWN OF AMHERST AND MUST BE PROPERLY SIGNED. THE TOWN WILL NOT BE RESPONSIBLE FOR MERCHANDISE DELIVERED WITHOUT A RECEIPT SIGNATURE.

Received by MA

Date Received 10/17/23

SALES TAX EXEMPT

All purchase contracts involving an aggregate expenditure of more than $20,000 and all contracts for public works for more than $35,000 must be competitively bid.

PURCHASE AUTHORIZATION X [signature] Department Head or Director of Purchasing

Audited By:	Contracts:	Vendor on Town Property Y / N
Date:	Signed Contract Y / N	COI on File Y / N
	Town Board Approval Date:	

(SPACE BELOW FOR MUNICIPAL USE)

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the dates stated and the changes are correct.

Date — X [signature] Authorized Signature

COMPTROLLER'S OFFICE

Date — Auth

VENDOR COPY

Attachment: Supporting Documents 2024NFBOA (RES-2023-1027 : 2024 NFBOA Conference Attendance)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Economic Development
Initiated by: **Angela Rossi**
Co-Sponsored by:

DOC ID: 28365 **RESOLUTION 2023-1028** **ADOPTED**

Authorization to Sign Incentive Proposal with Empire State Development CRS #4429

WHEREAS, the Town of Amherst owns and operates a sanitary sewer collection system, which conveys sewer flows received from residential, commercial, and industrial users within the Town to the Water Pollution Control Facility (WPCF) on Tonawanda Creek Road; and

WHEREAS, in June of 2021 the Town completed the "Westside Interceptor Evaluation Report" to evaluate the key sewers within the Boulevard Central District (including Opportunity Zone Census Tract 92) the Niagara Falls Boulevard Collector, the Peanut Line, and the West Side Interceptor; and

WHEREAS, the Report evaluated the capacity of the existing sewer infrastructure and proposed upgrades to increase capacity to support existing service connections and future development; and

WHEREAS, with this Report, the Town was awarded $31 million in funding through the Regional Economic & Community Assistance program from Empire State Development to support the Town of Amherst with the West Amherst Infrastructure Project in the Boulevard Central District; and now therefore

BE IT RESOLVED, that the Town Board authorizes the Supervisor to complete and sign the Incentive Proposal with Empire State Development for the West Amherst Infrastructure Project, CRS #4429.

12/18/2023
Consent

FINANCIAL IMPACT:

($31,000,000) : $11,000,000 : $310,000 : $250

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

NEW YORK STATE OF OPPORTUNITY. Empire State Development

November 13, 2023

The Honorable Brian Kulpa
Supervisor, Town of Amherst
5583 Main Street
Williamsville, NY 14221

Dear Supervisor Kulpa:

On behalf of New York State and Empire State Development, please let me express my enthusiasm for working with you and the Town of Amherst on your infrastructure upgrade project in New York State.

As we understand the project, the Town of Amherst will invest over $42 million to improve sewer infrastructure in the Boulevard Central District from Sweet Home Road & I-290 to Sweet Home Road & approx. N. Ellicott Creek Road as well as from the Boulevard Mall north toward Ridge Lea Road via N. Baily Avenue. The Town of Amherst will construct a bypass pump station, a new force main, a reinforced concrete chamber, and 5,240 linear feet of sanitary sewer to increase capacity within the existing sanitary sewer network in this section of the Town to support the future development potential of the Boulevard Mall site.

To encourage you to proceed with this project, we are offering the Town of Amherst an incentive valued at **$31,000,000.**

Please review the attached Incentive Proposal to see how New York State and Empire State Development are prepared to assist the Town of Amherst with its project located in the Western New York Region of New York State. If you choose to accept our offer, please acknowledge your decision by endorsing the last page of the attached proposal and returning one copy to me and one copy, including the $250 Application Fee, to Glendon McLeary, Vice President and Director of Loans & Grants, by December 13, 2023.

We look forward to working with you on this exciting project. Should you have any questions or wish to discuss the offer further, please do not hesitate to call Mo Sumbundu, your project manager, at (716) 846-8347.

Very truly yours,

Karen Utz
Regional Director

C: Glendon McLeary
Mo Sumbundu

Attachment: ESD Incentive Proposal

Attachment: 137378 West Amherst Infrastructure Project (Boulevard Mall) IP_final signed (RES-2023-1028 : Authorization to Sign Incentive

NEW YORK STATE OF OPPORTUNITY. Empire State Development

INCENTIVE PROPOSAL

West Amherst Infrastructure Project (Boulevard Mall)

November 13, 2023

This **Incentive Proposal** outlines the general terms and conditions of the incentive package being offered by Empire State Development ("ESD")* to Town Amherst to assist with project in Amherst, Erie County. This offer is subject to the availability of funds, completion of any applicable (1) non-discrimination and contractor diversity, (2) environmental and historic and (3) smart growth review requirements, approval by the ESD Directors, applicable statutes, and compliance with program requirements.

* The New York State Department of Economic Development and the New York State Urban Development Corporation, d/b/a Empire State Development, are collectively referred to as ESD.

I. GENERAL INFORMATION

a) Recipient Name: Town of Amherst (the "Recipient")

b) Contact Information:
Brian Kulpa, Supervisor
Town of Amherst
5583 Main Street
Williamsville, NY 14221
Phone: (716) 631-3409
Email: bkulpa@amherst.ny.us

c) Project Location(s): Town of Amherst (Sweet Home Road & 1290 to Sweet Home Road & approx. N. Ellicott Creek Road)

New York State Empire Zone: N/A

d) Type of Business: Municipality

Attachment: 137378 West Amherst Infrastructure Project (Boulevard Mall) IP_final signed (RES-2023-1028 : Authorization to Sign Incentive

II. PROJECT SPECIFICS

a) Project Description:

Design and construction of improvements to sanitary sewer infrastructure in the Boulevard Central District, from Sweet Home Road & I-290 to Sweet Home Road and approx. N. Ellicott Creek Road as well as the area from the Boulevard Mall north toward Ridge Lea Road via N. Bailey Avenue. Once complete, the sanitary sewer improvements will address the lack of capacity within the existing sanitary sewer network in this section of Town and support the future development potential of the Boulevard Mall site into a new walkable, mixed-use, mixed-income, transit-oriented place in Amherst with a "town center" feel.

The improvements include:

- Construction of a new 15 MGD pump station with a connection to the existing West Side Interceptor. The pump will be located within the interceptor easement area north of Maple Road at the I-290.
- An 11,400 linear feet of 24 inch force main, with 600 linear feet will be constructed using a jack and bore. A 3,000 linear feet of micro-tunneling will be located along Sweet Home Road.
- Build a concrete chamber at the intersection of the force main and Peanut Line Interceptor to reinforce the connection to the east and west sewer alignment.
- Construction of 5,240 linear feet of 18" sanitary sewer from Maple Road to the Ridge Lea Road sanitary sewer trunk line via N. Bailey Avenue.

b) Estimated Schedule:

Begin: June 26, 2023
Complete: December 2026
Estimated ESD Directors' Approval: March 2024

Attachment: 137378 West Amherst Infrastructure Project (Boulevard Mall) IP_final signed (RES-2023-1028 : Authorization to Sign Incentive

III. PROJECT BUDGET

You have informed us that the following costs will be incurred to complete this project. It is understood that these costs are estimates, based on the best information available to date. If these figures change, please inform your ESD contact as soon as possible.

Sanitary Sewer Project Construction:	$5,873,040
Inceptor Project Construction	$31,996,960
Engineering, Legal & Con. Admin	$4,130,000
Total Estimated Cost:	**$42,000,000**

IV. ESD INCENTIVES

Regional Econ. & Community Assistance Program – Capital Grant– Project # 137,378

a) Amount: $31,000,000

b) Use of Funds: Reimbursement for a portion of construction costs.

c) Requirements: Funds will be disbursed in arrears, no more frequently than quarterly, in proportion to ESD's share of funding and in compliance with ESD Design & Construction requirements, as described in Sections II and III above. Payment will be made upon presentation to ESD of an invoice and such other documentation as ESD may reasonably require. The final 10% of the grant will be withheld until demonstration of project completion including documentation verifying project expenditures of $42 million.

Disbursement requires compliance with program requirements and must be requested by no later than April 1, 2028. Expenditures incurred prior to June 26, 2023 are not eligible project costs and cannot be reimbursed by grant funds.

The Recipient will be required to submit a written report to ESD starting one year of disbursement of funds and continue for five (5) years and shall include, but not be limited to, sewer inflow capacity, number of new businesses along the project site and number of new housing units per year.

The Grant is being offered in connection with the project as described in the ESD application and that funds will only be made available for projects that are undertaken as described in the application, except as expressly authorized by ESD.

Attachment: 137378 West Amherst Infrastructure Project (Boulevard Mall) IP_final signed (RES-2023-1028 : Authorization to Sign Incentive

d) Financial Disclosure: Financial disclosure, consisting of three years of audited financials or three years of tax returns plus interim financials if the most recent financial report is older than six months, on Recipient and all corporate and personal guarantors acceptable to ESD must be provided prior to ESD Directors' approval.

General Requirements

- **Equity:**
  The Recipient will be required to contribute a minimum of 10% of the total project cost in the form of equity contributed after the Recipient's written acceptance of ESD's Incentive Proposal. Equity is defined as cash injected into the project by the Recipient or by investors and should be auditable through Recipient financial statements or Recipient accounts, if so requested by ESD. Equity cannot be borrowed money secured by the assets in the project or grants from a government source. Bond financing proceeds will qualify as equity for this project.

- **Fees:**
  The Recipient will provide a $250 Application Fee, due when this Incentive Proposal is returned/with the completed ESD Universal Application and a 1% commitment fee ($310,000), due after ESD Directors' approval at the time a Grant Disbursement Agreement is executed. In addition, the Recipient will reimburse ESD for any direct expenses incurred in connection with this project, including costs related to holding a public hearing, attorney fees, appraisals, surveys, title insurance, credit searches, filing fees, and other requirements deemed appropriate by ESD.

- **Non-discrimination and Contractor Diversity:**
  ESD's Non-discrimination & Contractor and Supplier Diversity policy will apply to this project. The Recipient shall be required to use "Good Faith Efforts," pursuant to 5 NYCRR §142.8, to achieve an overall Minority and Women-owned Business Enterprise ("MWBE") participation goal of 30% ($9,300,000). A further explanation of the MWBE requirements is attached hereto.

  The Recipient is **encouraged** to use "Good Faith Efforts," pursuant to 9 NYCRR §252.2(m), to utilize NYS-certified Service-Disabled-Veteran-owned Business Enterprises ("SDVOBs") in the execution of the grant. Any utilization of SDVOBs would be in addition to goals established pursuant to Article 15-A of the Executive Law with respect to MWBEs. Should SDVOBs be utilized, a further explanation of the SDVOB reporting requirements is attached hereto.

- **Design and Construction Review**:
  Upon acceptance of this Incentive Proposal and prior to moving forward with the project, ESD's Design and Construction ("D&C") staff will meet with the Recipient to discuss ESD's required review of design and construction documents, addendum, cost estimates and monitoring of the bid and contract award process. D&C will, at its option, attend design and construction meetings and monitor all progress. D&C will review all change orders and contractor requisitions and verify that all requirements have been satisfied prior to approving the release of ESD funds, including acceptable completion of D&C requirements, submission of lien waivers and other forms.

- **Environmental, Historic and Smart Growth Review:**
  Please note in particular the Environmental, Historic and Smart Growth Review requirements at the end of the attached document, which, if applicable, must be satisfied prior to ESD Directors' approval of funding. The ESD Planning & Environmental Review office may contact your office for further information regarding status of the environmental, historic and smart growth review for your project.

- **Environmental Sustainability:**
  ESD encourages the environmentally sustainable practice of recycling construction and demolition debris rather than disposition in a landfill.

- **Insurance Requirements:**

Attachment: 137378 West Amherst Infrastructure Project (Boulevard Mall) IP_final signed (RES-2023-1028 : Authorization to Sign Incentive

The Recipient shall maintain Commercial General Liability Insurance providing both bodily injury (including death) and property damage insurance in a limit not less than One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) aggregate and Three Million Dollars ($3,000,000) umbrella. In addition, if the grant contemplates the purchase, construction or renovation of any buildings or equipment, the Recipient shall keep the buildings at the Project Location and the building equipment insured against: (i) loss by fire, (ii) additional perils customarily covered under an all risk policy and (iii) flood hazard, if the Project Location is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, as amended.

- **Modification:**
  ESD reserves the right to review and reconsider project and property selections in the event of material changes in the project plans or circumstances.

- **Not-For-Profit Organizations:**
  Not-for-profit organizations must complete the following prior to ESD Directors' approval and execution of a Grant Disbursement Agreement or Loan Agreement: 1) be prequalified in New York State Grants Gateway; 2) be registered and up-to-date with filings with the New York State Office of the Attorney General's Charities Bureau; and 3) be registered and up-to-date with the New York State Office of the State Comptroller's VendRep System. Further information can be found in the attached "General Information for Not-For-Profit Organizations."

- **Reservations of Rights Concerning Funding Commitment:**
  It is expected the project will proceed in the time frame set forth by the Applicant. If the implementation of a project fails to proceed as planned and is delayed for a significant period of time and there is, in the exclusive judgment of ESD, doubt as to its viability, ESD reserves the right to cancel its funding commitment to such project.

Attachment: 137378 West Amherst Infrastructure Project (Boulevard Mall) IP_final signed (RES-2023-1028 : Authorization to Sign Incentive

- **Next Steps After Accepting this Incentive Proposal:**
  Within approximately 30 days of your acceptance of this Incentive Proposal, your Project Manager will acknowledge receipt of the signed Incentive Proposal and will provide a guide to the ESD Approval and Disbursement Process and relevant contact information. Prior to ESD Directors' approval, ESD will require updated project information and Declarations and Certifications. Please note that ESD Directors' approval typically occurs at project completion.

V. SUMMARY

Total ESD Assistance: **$31,000,000**

Expiration of Proposed Offer:
This proposal expires on December 13, 2023, unless endorsed below and received by ESD prior to the expiration date.

Expiration of Accepted Offer:
The accepted proposal expires two years from the date of acceptance by the Recipient. ESD reserves the right to require Recipient to provide any additional information and/or documentation ESD deems necessary.

APPROVED BY: _____ Date: November 13, 2023

Glendon McLeary
Vice President and Director of Loans & Grants
633 Third Avenue
New York, NY 10017
Phone: (212) 803-3658

ACCEPTED BY: _____ Date: _____

Brian Kulpa, Supervisor
Town of Amherst
5583 Main Street
Williamsville, NY 14221
Phone: (716) 631-3409

* Please see the following Affirmation page, which must be completed, signed and notarized for this Incentive Proposal to be considered accepted.

Revised 3/24/2023

Attachment: 137378 West Amherst Infrastructure Project (Boulevard Mall) IP_final signed (RES-2023-1028 : Authorization to Sign Incentive

AFFIRMATION

STATE OF NEW YORK)
) ss.:
COUNTY OF)

The Undersigned, being duly sworn, deposes and says:

1. I,_____, am the _____ of _____ (the "Recipient"), a not-for-profit that is duly organized and validly existing under the laws of _____, and is authorized to do business and is in good standing in the State of New York.

2. I have read and know the contents of the Incentive Proposal prepared by the New York State Urban Development Corporation d/b/a Empire State Development ("ESD") dated the _____day of _____, 20__.

3. I have reviewed all of the information provided by the Recipient to ESD to assist in ESD's preparation of the Incentive Proposal, including information provided on Recipient's behalf by third-party consultants

4. I know all of the information provided by Recipient or its third-party consultants to be true and complete in all material respects. To the extent such information involves projections about future performance, these projections have been prepared in good faith, based upon reasonable assumptions.

5. Recipient did not make a decision to undertake the project described in the Incentive Proposal prior to June 26, 2023.

6. Recipient hereby accepts the terms of the Incentive Proposal.

7. Receipt of the Incentive Proposal was a material factor in Recipient's decision to undertake the above-referenced project.

8. Recipient agrees to allow the Department of Taxation and Finance to share Recipient tax information with Empire State Development.

9. Recipient authorizes the Commissioner of Labor to disclose, to employees of both the New York State Department of Labor, the New York State Department of Economic Development, and the Urban Development Corporation, (dba Empire State Development), all records filed by the Recipient in making Unemployment Insurance (U.I.) reports and contributions required by State Labor and Tax Law, including, but not limited to, all information contained in or relating to the quarterly combined withholding, wage reporting and U.I. returns, the registration for U.I., the New Hire file, and all records of U.I. delinquencies. In addition, this authorization shall include all information contained in any survey reports requested by the Department of Labor on behalf of the U.S. Department of Labor, Bureau of Labor Statistics including, but not limited to, the Current Employment, Occupational Employment, multiple worksite, and annual refiling surveys. The use of information and records released pursuant to this authorization shall be limited to government purposes concerning the Recipient and assistance described in this incentive proposal to monitor compliance with worker protection laws and with the conditions and requirements associated with the financial assistance being requested.

10. Recipient certifies, under penalty of perjury, that the Recipient is in substantial compliance with all environmental, worker protection, and local, state and federal tax laws.

_____
Signature

Subscribed and sworn to before me
this _____ day of _____, 20__

_____
Notary Public

Attachment: 137378 West Amherst Infrastructure Project (Boulevard Mall) IP_final signed (RES-2023-1028 : Authorization to Sign Incentive

ENVIRONMENTAL, HISTORIC AND SMART GROWTH REVIEW REQUIREMENTS

Approval of funding by ESD, a public benefit corporation of the State of New York, requires compliance with environmental, historic and smart growth review requirements under New York State regulations. The information below provides a brief guide to the review processes. If you have any questions about the required documentation or how to proceed in these areas, please contact ESD's Planning & Environmental Review Office at (212) 803-3252, 3253 or 3141. **Physical work on an ESD-funded project may not be started prior to the completion of any necessary environmental, historic and/or smart growth review.**

Environmental Review under State Environmental Quality Review Act (SEQRA)(6 NYCRR Part 617)

- Projects or physical activities, such as construction or other activities that may affect the environment by changing the use, appearance or condition of a site or structure require review under SEQRA. Certain listed activities are not subject to any review because they involve actions with little, if any, environmental impact, referred to as "Type II" Actions. Conversely, SEQRA also includes a list of actions that are assumed to be more apt to result in impacts, referred to as "Type I" Actions, which are subject to formal review. If a proposed action is neither listed on the Type II or Type I lists, it is referred to as an "Unlisted Action" and is also subject to review under SEQRA.
- The applicant must demonstrate compliance with SEQRA if the project does not meet the definition of a Type II Action. If SEQRA review is required for the project, the review must be completed by a lead agency such as a municipal planning or zoning board, common council, county industrial development agency, or state regulatory or funding agency.
- Please note that if the project consists of more than one phase, a SEQRA review must be completed for all known or reasonably foreseeable phases of the project, not only the phase that is the subject of ESD funding. An environmental review of only a portion of a project constitutes improper segmentation under SEQRA and is not accepted except in special circumstances.
- Required SEQRA documentation:

  If the project has already been determined to have no significant effect on the environment, the following two documents must be provided:

  1. Parts 1, 2 and 3 of Environmental Assessment Form (EAF) –Short EAF or Full EAF, as appropriate for the project. Part 1 must be completed by the applicant and Parts 2 and 3 must be completed and approved by the lead agency that reviewed the project.

  If a Positive Declaration was made for the project, indicating that the project may have a significant adverse impact on the environment, the following documents must be provided:

  1. Draft and Final Environmental Impact Statement (DEIS and FEIS) – digital copy is preferable; and
  2. Lead Agency Statement of Findings

- If your SEQRA review has not yet been completed, please provide an addendum to this application with information about the status of the review and designated lead agency for the review, and submit "Part 1" of a Short EAF or Full EAF as appropriate for your project. Subsequent EAF Parts are completed by the lead agency based upon the information you include in Part 1.

Attachment: 137378 West Amherst Infrastructure Project (Boulevard Mall) IP_final signed (RES-2023-1028 : Authorization to Sign Incentive

For further information about SEQRA, please visit the New York State Department of Environmental Conservation's web site at http://www.dec.ny.gov.

Historic Review

- Projects involving a building, structure, district, or site, including underground or underwater sites, listed on or eligible for listing on the State or National Register of Historic Places (S/NRHP) must be evaluated by the State Historic Preservation Office (SHPO) of the New York State Office of Parks, Recreation and Historic Preservation in accordance with Section 14.09 of the New York State Parks, Recreation and Historic Preservation Law.

- Buildings that are more than 50 years old and/or those that are historically, architecturally, or culturally significant, as well as project locations wholly or partially within an identified archeologically-sensitive area or a land area that typically contains archeological resources, may meet the eligibility criteria for S/NRHP listing.

- The applicant must demonstrate compliance with Section 14.09. In order to initiate the SHPO consultation process, the applicant must submit the project for review by SHPO through the Cultural Resources Information System (CRIS) found at https://cris.parks.ny.gov/Default.aspx. Upon completion of the SHPO consultation process, SHPO will determine whether or not the project will have an adverse impact on historical or cultural resources and will provide a letter of comment on the project.

- Required SHPO documentation:
  - Letter of No Adverse Impact determination or
  - Letter of Resolution – required if SHPO determines that the project will have an Adverse Impact on historic or cultural resources.

Smart Growth

The State Smart Growth Public Infrastructure Policy Act of 2010 requires that public infrastructure projects approved, undertaken, supported or financed by a State Infrastructure Agency, which includes ESD, to the extent practicable, are consistent with relevant Smart Growth Criteria specified in the law. Projects that involve ESD approval of funding for public infrastructure (e.g., publicly-supported roads, bridges, streetscapes, other transportation systems, drinking water, sewers, drainage systems, and utilities) will require the completion of a Smart Growth Impact Statement prior to approval of funding. (Note: Projects that only involve Excelsior Jobs Tax Credits do not require Smart Growth review.) ESD staff will advise you if a Smart Growth Impact Statement is required.

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PARTICIPATION REQUIREMENTS FOR NEW YORK STATE CERTIFIED MWBES

ESD is required to comply with and implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

Approval of funding by ESD, a public benefit corporation of the State of New York, is conditioned upon and subject to the following requirements:

a) Recipient agrees to fully comply and cooperate with ESD in the implementation of New York State Executive Law Article 15-A. These requirements include contracting opportunities for *New York State certified* Minority-owned Business Enterprises ("MBEs") and Women-owned Business Enterprises ("WBEs"), collectively MWBEs.

b) For purposes of this project, ESD hereby establishes the following MWBE participation requirements:

Overall MWBE Participation Requirement: 30% (totaling no less than $9,300,000)

c) For purposes of providing meaningful participation by MWBEs on the project and achieving the project goals established herein, Recipient should reference the directory of New York State certified MWBEs found at the following internet address:

https://ny.newnycontracts.com

Additionally, Recipient may contact ESD's Office of Contractor and Supplier Diversity ("OCSD") to discuss additional methods of maximizing participation by MWBEs on the project.

d) Recipient is required to submit a completed Non-Discrimination and Equal Employment Opportunity Policy Agreement (Form OCSD-1) prior to the first disbursement.

e) For all incentives the Recipient and any contractors or sub-contractors are required to provide to OCSD (i) an MWBE Staffing Plan (Form OCSD-2) prior to the first disbursement, where ESD's effective contribution is equal to or greater than $250,000, and (ii) Workforce Utilization Reports (Form OCSD-3) on a monthly basis, for construction contracts in excess of $100,000, or quarterly basis, for services and commodities contracts in excess of $25,000, until the final disbursement of project funds. If the first disbursement is also the final disbursement, the Recipient may submit only the final Workforce Utilization Report. Workforce Utilization Reports must be submitted to OCSD via email in, **excel format only**, to Kelly.Forsey@esd.ny.gov.

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The Recipient shall also require each of its sub-contractors to submit a Workforce Utilization Report (Form OCSD-3) on a monthly basis, for construction contracts in excess of $100,000, or quarterly basis, for services and commodities contracts in excess of $25,000, until the final disbursement of project funds. The Workforce Utilization Report must be sent by email in excel format only to ESD.

f) Recipient is required to submit an MWBE Utilization Plan (Form OCSD-4) no later than ten (10) days after the execution of this Incentive Proposal.

- If additional time is required to prepare an acceptable and effective MWBE Utilization Plan, the Recipient may submit a written extension request to OCSD or the assigned OCSD Project Manager. The extension request must explain why additional time is needed and provide an estimated date of submission for the MWBE Utilization Plan.

- Any modifications or changes to the MWBE Utilization Plan after the execution of this Incentive Proposal and during the performance of the project must be reported on a revised MWBE Utilization Plan and submitted to OCSD for approval.

g) ESD will review the submitted MWBE Utilization Plan and advise the Recipient of acceptance or issue a Notice of Deficiency within twenty (20) days of receipt.

h) If a notice of deficiency is issued, Recipient agrees that it shall respond to the Notice of Deficiency within seven (7) business days of receipt by submitting to OCSD a written remedy in response to the Notice of Deficiency. If the written remedy that is submitted is not timely or is found by ESD to be inadequate, ESD shall notify the Recipient and direct the Recipient to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals (Form OCSD-5, Waiver Request). Failure to file the Waiver Request in a timely manner may result in a finding that Recipient has intentionally or willfully failed to comply with the requirements of New York State Executive Law Article 15-A and the MWBE provisions outlined herein.

i) ESD may find that Recipient has willfully or intentionally failed to meet the MWBE project requirements under the following circumstances:

1. If a Recipient fails to submit an MWBE Utilization Plan;
2. If a Recipient fails to submit a written remedy to a Notice of Deficiency;
3. If a Recipient fails to submit a request for waiver; or
4. If ESD determines that the Recipient has failed to document “Good Faith Efforts.”

j) Recipient shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the project. Requests for a partial or total waiver of established goal requirements made subsequent to the execution of the Incentive Proposal may be made at any time during the term of the project to ESD, but must be made no later than prior to the submission of a request for final payment on the project.

k) The Recipient understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the

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achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

l) Recipient is required to submit a periodic MWBE Compliance & Payment Report to OCSD by the 10th day following either the end of each (i) month, for construction contracts in excess of $100,000, or (ii) quarter, for services and commodities contracts in excess of $25,000, over the term of the project documenting the progress made toward achievement of the MWBE project goals.

Periodic compliance and payment reports may be submitted electronically through the New York State Contract System, found at https://ny.newnycontracts.com. The New York State Contract System provides automated electronic alerts to the Recipient and any identified sub-contractors and sub-vendors and allows for the electronic reporting and confirmation of the relevant data by all tiers of identified subcontractors. Payment information and confirmation must be submitted by the 10th day following the end of each month or quarter, as applicable. For additional information regarding this process, please contact OCSD.

Periodic compliance and payment reports may also be completed manually (Form OCSD-6, MWBE Compliance & Payment Report) and submitted to OCSD or the assigned OCSD Project Manager.

m) "Good Faith Efforts" is the standard applied to the MWBE participation requirements in all applicable ESD incentives. Recipients shall adhere to this standard and ensure that proactive and ongoing efforts are made throughout the length of the project to include MWBE participation in all categories where MWBE participation potential exists. In order for OCSD to evaluate "Good Faith Efforts", Recipients must maintain detailed records of its efforts to include MWBEs in the performance of the project.

For additional details regarding "Good Faith Efforts," please review 5 NYCRR §142.8 (MWBE Rules and Regulations), available at:
http://esd.ny.gov/MWBE/Data/OFFICIAL_COMPILATION_OF_MWBEREGS.pdf

n) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Recipient must document "Good Faith Efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the project. The Recipient acknowledges that if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals and requirements set forth herein, such a finding may result in the recapture of grant proceeds. Such MWBE Recapture may be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Recipient achieved the MWBE project goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the project.

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o) Recipient's demonstration of Good Faith Efforts shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, other applicable federal, state or local laws.

Any questions relating to the MWBE requirements stated herein may be directed to OCSD at Kelly.Forsey@esd.ny.gov. Recipient may also address any inquiries relating to the above MWBE requirements to the respective OCSD Project Manager.

Forms OCSD-1 through OCSD-6 may be completed by hand, or fillable Word versions are available upon request. All forms can be found at: https://esd.ny.gov/about-us/corporate-info. Documents relating to MWBE requirements outlined herein must be provided to OCSD in one of the following ways:

1. In an email to Kelly.Forsey@esd.ny.gov;
2. Through the New York State Contract System (https://ny.newnycontracts.com); or
3. By postal mail, addressed to:

   Empire State Development
   Office of Contactor & Supplier Diversity
   633 Third Avenue, 35th Floor
   New York, NY 10017

All communications to OCSD must clearly identify the ESD project number and provide pertinent details.

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PARTICIPATION REQUIREMENTS FOR NEW YORK STATE CERTIFIED SDVOBS

It is the policy of ESD to comply with and implement the provisions of New York State Executive Law Article 17-B and 9 NYCRR Part 252 (SDVOB Regulations) for all State contracts, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

For purposes of this project, the Grantee is encouraged to solicit and utilize NYS certified Service Disabled Veteran-owned Businesses ("SDVOBs") for any contractual opportunities generated in connection with the project.

a) For purposes of providing meaningful participation by SDVOBs on the project, Recipient should reference the directory of New York State certified SDVOBs found at the following internet address: **https://online.ogs.ny.gov/SDVOB/search**

   Additionally, Recipient may contact ESD's Office of Contractor and Supplier Diversity ("OCSD") to discuss additional methods of maximizing participation by SDVOBs on the project.

b) If NYS-certified SDVOB firms are utilized in the grant, Recipient is to provide a Utilization Plan to report on expected utilization (Form OCSD-4).

c) Recipient is then required to submit a periodic SDVOB Compliance and Payment Report to OCSD by the 10th day following each end of month, for construction contracts in excess of $100,000, or quarter, for services and commodities contracts in excess of $25,000, over the term of the project documenting the progress made toward achievement of the project goals.

Periodic compliance and payment reports may be submitted electronically through the New York State Contract System, found at https://ny.newnycontracts.com. The Contract System provides automated electronic alerts to the Recipient and any identified sub-contractors and allows for the electronic reporting and confirmation of the relevant data by all tiers of identified subcontractors. For additional information regarding this process, please contact OCSD. Compliance and payment reports may also be completed manually (Form OCSD-6) and submitted to the assigned OCSD Project Manager.

"Good Faith Efforts" is the standard applied to the SDVOB participation requirement in all applicable ESD incentives. As SDVOB utilization is encouraged, rather than required, for this project, Recipients are encouraged to adhere to this standard and ensure that proactive and ongoing efforts are made throughout the length of the project to include SDVOB participation in all categories where SDVOB participation potential exists. For additional details regarding Good Faith Efforts, please review section 252.2(m) of NYCRR 9 (SDVOB Rules and Regulations), found at: https://ogs.ny.gov/Veterans/

Any questions relating to the SDVOB requirements stated herein may be directed to ESD's Office of Contractor and Supplier Diversity at Kelly.Forsey@esd.ny.gov or to the assigned OCSD Project Manager.

All communications to OCSD must clearly identify the ESD project number and provide pertinent details.

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GENERAL INFORMATION FOR NOT-FOR-PROFIT ORGANIZATIONS

New York State Grants Gateway

This initiative to better serve the people of the State of New York, a web-based grants management system, Grants Gateway, was launched in spring 2013 to improve the way grants are administered by the State of New York. Grants Gateway also offers not-for-profit organizations a portal to search for available and anticipated grant opportunities, download grant opportunities, and register to receive email notifications when specific types of grant opportunities are posted. All not-for-profit organizations receiving funds from ESD must be prequalified in Grants Gateway prior to ESD Directors' approval and the execution of a Grant Disbursement Agreement or Loan Agreement.

Grants Gateway Prequalification Process

1. **Register with the Grants Gateway**
   - The Registration Form is available for download at www.grantsreform.ny.gov. The Registration Form can be accessed by clicking the link at the top of the page in yellow labeled "Click HERE to access the Portal or browse for more information below".
   - Include your State Financial System ("SFS") Vendor ID on the Form; if you are a new vendor and do not have a SFS Vendor ID, include a Substitute for W-9 with your signed, notarized registration (also available from the Grants Reform Web site).
   - All registrations must include an Organization Chart in order to be processed.
   - Mail the completed Registration Form, Organization Chart that shows the Head of your Organization, and Substitute W-9 (if new vendor) to:
     NYS Grants Reform
     99 Washington Avenue
     Room 1530
     Albany, NY 12210-2814
   - When you receive your login information via email, log in and change your password. This password will allow access to the Grants Reform Web site.

2. **Associate your organization with a State agency (ESD)** by clicking on Organization(s) and then selecting Organization Information; complete all required fields.

If you have questions about the Prequalification application, please contact ESD's program representative, Zita Aziagbe, at zita.aziagbe@esd.ny.gov or the Grants Reform Team by emailing GrantsReform@Budget.ny.gov with "Prequalification" in the subject line.

Attorney General's Charities Bureau and State Comptroller's VendRep System

Prior to ESD Directors' approval and execution of a Grant Disbursement Agreement or Loan Agreement, not-for-profit organizations must be registered and up-to-date with its filings with the New York State Office of the Attorney General's Charities Bureau ("OAG") and the New York State Office of the State Comptroller's VendRep System ("OSC"). Information on registration is below.

OSC
E-mail: ciohelpdesk@osc.state.ny.us
Phone: Toll free: (866) 370-4672
Locally within the Albany NY area: (518) 408-4672
http://www.osc.state.ny.us/vendrep/info_vrsystem_vendor.htm

OAG
E-mail: charities.bureau@ag.ny.gov
Phone: (212) 416-8401
http://www.charitiesnys.com/home.jsp

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NEW YORK STATE OF OPPORTUNITY. Empire State Development

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

OCSD-1 M/WBE AND SDVOB PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

I, _____ (CONTRACTOR OR GRANT REPRESENTATIVE),

the _____ (GRANTEE/COMPANY NAME)

agree to adopt the following policies with respect to the project being developed or services rendered at

_____.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY POLICY

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(c) At the request of the ESD, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Organization shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The organization and its sub-vendors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) The organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with this contract.

MWBE PARTICIPATION (MWBE)

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participation goals set by the State for that area in which the State-funded project is located, by taking the following steps:

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

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NEW YORK STATE OF OPPORTUNITY. Empire State Development

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

OCSD-1 M/WBE AND SDVOB PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

(2) Request a list of State-certified M/WBEs from ESD's Office of Contractor and Supplier Diversity ("OCSD") and solicit bids from the listed vendors directly. OCSD may be reached via email at OCSD@ESD.NY.GOV.

(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

(6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

SDVOB PARTICIPATION (SDVOB)

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the SDVOB contract participation goals set by the State for that area in which the State-funded project is located, by taking the following steps:

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified SDVOBs, including solicitations to contractor associations.

(2) Request a list of State-certified SDVOBs from ESD's Office of Contractor and Supplier Diversity ("OCSD") and solicit bids from the listed vendors directly. OCSD may be reached via email at OCSD@ESD.NY.GOV.

(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective SDVOBs.

(4) Where feasible, divide the work into smaller portions to enhanced participations by SDVOBs and encourage the formation of joint venture and other partnerships among SDVOB contractors to enhance their participation.

(5) Document and maintain records of bid solicitation, including those to SDVOBs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting SDVOB contract participation goals.

(6) Ensure that progress payments to SDVOBs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage SDVOB participation.

Agreed on this _____ day of _____ 20_____.

By: _____
(SIGNATURE)

Print Name: _____

Title: _____

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NEW YORK STATE OF OPPORTUNITY. Empire State Development

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

OCSD-1 M/WBE AND SDVOB PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

Minority & Women-owned Business Enterprise-Equal Employment Opportunity Liaison

_____ (name of designated contractor/grantee liaison) is designated as the Minority and Women-owned Business Enterprise Liaison responsible for administering the Minority and Women-owned Business Enterprises-Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

_____% Minority Business Enterprise Participation

_____% Women's Business Enterprise Participation

_____**% TOTAL/OVERALL M/WBE Participation Goal**

EEO Contract Goals

NOT APPLICABLE % Minority Labor Force Participation

NOT APPLICABLE % Female Labor Force Participation

SDVOB Contract Goals

_____% Service Disabled Veteran Business Participation

_____

(Signature of Contractor's Authorized Representative)

***Name:** _____

***Company:** _____

***Title:** _____

***Phone:** _____

***Fax:** _____

***Address:** _____

_____

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NEW YORK STATE OF OPPORTUNITY. | Empire State Development

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

OCSD-2

STAFFING PLAN

(REQUIRED ONLY OF CONTRACTS VALUED AT $250,000 OR MORE)

Submit with Bid or Proposal – Instructions on page 2

Contract No.:	**Project Location:**
Contract Name / Details:	
Company Name:	
Company Address and Contract Details:	

Report includes Prime Contractor/Subcontractors:

- ☐ Work force to be utilized on this contract
- ☐ Total work force
- ☐ Prime Contractor
- ☐ Subcontractor

Subcontractor Name(s):

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification													
		Total Male (M)	Total Female (F)	White (M)	(F)	Black (M)	(F)	Hispanic (M)	(F)	Asian (M)	(F)	Native American (M)	(F)	Disabled (M)	(F)	Veteran (M)	(F)
Officials/Administrators																	
Professionals																	
Technicians																	
Sales Workers																	
Office/Clerical																	
Craft Workers																	
Laborers																	
Service Workers																	
Temporary /Apprentices																	
Totals																	

PREPARED BY (Signature):	**NAME:**	**ALTERNATE TEL:**
DATE:	**TITLE:**	**EMAIL:**
	TELEPHONE:	**OTHER:**

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NEW YORK STATE OF OPPORTUNITY. | Empire State Development

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

OCSD-2

STAFFING PLAN

(REQUIRED ONLY OF CONTRACTS VALUED AT $250,000 OR MORE)

General Instructions: All Contractors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (Form OCSD-2) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or Subcontractor's total work force, the Contractor shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or Subcontractor's total work force, the Contractor shall complete this form for the contractor's and/or Subcontractor's total work force.

Instructions:

1. Enter the Contract or Solicitation number that this report applies to along with the name and address of your company or organization.
2. Check off the appropriate box to indicate if the Contractor completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Contractor's total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the M/WBE Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name and contact details of the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION:

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES:

- **DISABLED INDIVIDUAL** any person who:
  - has a physical or mental impairment that substantially limits one or more major life activity(ies)
  - has a record of such an impairment; or
  - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male or Female

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NEW YORK STATE OF OPPORTUNITY. Empire State Development

OCSD-3A

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

Workforce Utilization Report Instruction Sheet

Instructions for Submitting the Workforce Utilization Report

The Workforce Utilization Report ("Report") is to be submitted on a monthly basis for construction contracts, and a quarterly basis for all other contracts, during the life of the contract to report the actual workforce utilized in the performance of the contract broken down by job title. When the workforce utilized in the performance of the contract can be separated out from the contractor's and/or subcontractor's total workforce, the contractor and/or subcontractor shall submit a Report of the workforce utilized on the contract. When the workforce to be utilized on the contract cannot be separated out from the contractor's and/or subcontractor's total workforce, information on the contractor's and/or subcontractor's total workforce shall be included in the Report.

Reports are to be submitted electronically, using the provided Report worksheet, to ESD within ten (10) days of the end of each month or quarter, whichever is applicable.

Instructions for Completing the Workforce Utilization Report

1. Check off the appropriate box to indicate if the entity completing the Report is the contractor or a subcontractor.
2. Enter the number of the contract that the Report applies to along with the name and address of the contractor or subcontractor for which the Report has been prepared.
3. Check off the box that corresponds to the applicable quarterly or monthly reporting period for this Report.
4. Check off the appropriate box to indicate if the workforce being reported is just for the contract or the contractor's or subcontractor's total workforce.
5. Verify that job titles are provided under the column titled "SOC Job Title" for each employee whose work will be reflected on the Report. If a necessary job title is not included, please add the corresponding job category, title and corresponding job code to the "EEO 1 Job Categories" "SOC Job Title" and "SOC Job Code" columns from the list of job categories, SOC titles, and SOC codes reflected on the attached Classification Guide.
6. In the first group of boxes, identify the number of hours worked by persons identifying with each racial/ethnic category by gender for each job title in the SOC Job Title column.
7. In the second group of boxes, identify the number of persons identifying with each racial/ethnic category by gender for each job title in the SOC Job Title column.
8. Enter the name and title for the person completing the form, enter the date upon which the Report was completed, and check the box accepting the name entered into the Report as the digital signature of the preparer.

Race/Ethnic Identification

Race/ethnic designations do not denote scientific definitions of anthropological origins. For the purposes of this Report, an employee must be included in the group to which he or she appears to

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NEW YORK STATE OF OPPORTUNITY. Empire State Development

OCSD-3A

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

Workforce Utilization Report Instruction Sheet

belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this Report are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK/AFRICAN AMERICAN** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC/LATINO** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN, NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE AMERICAN/ALASKAN NATIVE** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

Resources

If you have questions regarding these requirements, are unsure of the appropriate job titles to include in your Report, or otherwise require assistance in preparing or submitting the Report, please contact the Office of Contractor and Supplier Diversity (OCSD) at OCSD@esd.ny.gov.

Attachment: 137378 West Amherst Infrastructure Project (Boulevard Mall) IP_final signed (RES-2023-1028 : Authorization to Sign Incentive

NEW YORK STATE OF OPPORTUNITY. Empire State Development

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY
Workforce Utilization Report

OCSD-3 (Updated 1/2018)

Reports must be submitted electronically in **excel format only** to OCSD@esd.ny.gov within ten (10) days following the end of each month or quarter, whichever is applicable. Please contact your ESD representative for a fillable version of this form.

*__Please Note__: If completing this form for an ESD grant, gross wage data information is not required.

Reporting Entity ☐ Contractor ☐ Subcontractor

FEIN

Contractor Name

Contractor Address

Contract Number

Reporting Period - Select One

☐ January 1 - March 31	☐ April 1 - June 30
☐ July 1 - September 30	☐ October 1 - December 31

Reporting Month - Select One

☐ January		☐ February		☐ March
☐ April		☐ May		☐ June
☐ July		☐ August		☐ September
☐ October		☐ November		☐ December

Workforce Identified in Report

☐ Workforce Utilized in Performance of Contract
☐ Contractor/Subcontractor's Total Workforce

Occupation Classifications (SOC Major Group)	SOC Job Title	EEO Job Title	SOC Job Code	Number of Employees and Hours Worked by Race/Ethnic Identification During																
				White						Black/African American						Hispanic/Latino				
				Male			Female			Male			Female			Male			Femal	
				No. of Employees	No. of Hours	Gross Wages*	No. of Employees	No. of Hours	Gross Wages*	No. of Employees	No. of Hours	Gross Wages*	No. of Employees	No. of Hours	Gross Wages*	No. of Employees	No. of Hours	Gross Wages*	No. of Employees	No. of Hours
		#N/A	#N/A																	
		#N/A	#N/A																	
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		#N/A	#N/A																	
		#N/A	#N/A																	
				Total																
				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Attachment: 137378 West Amherst Infrastructure Project (Boulevard Mall) IP_final signed (RES-2023-1028 : Authorization to Sign Incentive Proposal with Empire State

Preparer's Name:

Preparer's Title:

Date:

☐ By checking this box, I certify that I personally completed this document and I adopt the name typed above as my electronic signature under the NYS Electronic Signatures and Records Act, with like legal force and effect as if I had physically signed the document.

☐ Check this box to request that the material included herein be withheld from disclosure pursuant to Article 6 of the Public Officers Law (Freedom of Information Law)

Reporting Period												
	Asian/Native Hawaiian or Other Pacific Islander						Native American/Alaskan Native					
e	Male			Female			Male			Female		
Gross Wages*	No. of Employees	No. of Hours	Gross Wages*	No. of Employees	No. of Hours	Gross Wages*	No. of Employees	No. of Hours	Gross Wages*	No. of Employees	No. of Hours	Gross Wages*
0	0	0	0	0	0	0	0	0	0	0	0	0

Attachment: 137378 West Amherst Infrastructure Project (Boulevard Mall) IP_final signed (RES-2023-1028 : Authorization to Sign Incentive Proposal with Empire State

NEW YORK STATE OF OPPORTUNITY. Empire State Development

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

OCSD-4

MWBE AND SDVOB UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This MWBE and SDVOB Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) and/or Service Disabled Veteran Owned Business (SDVOB) under the contract. Attach additional sheets if necessary.

*** indicates mandatory fields**

***Contractor Name:** _____

***Representative Name:** _____

***Phone:** _____

***Fax:** _____

***Email:** _____

***Total Dollar Value of Contract/Grant: $**_____

Address: _____

Town, State & Zip: _____

***ESD Contract/Project Number:** _____

RFP/RFQ/Solicitation Number: _____

***MWBE Goal:** MBE _____% + WBE _____% = **MWBE GOAL** _____%

***SDVOB Goal:** _____%

1. * Certified MWBE or SDVOB Firm Name, Contact Person's Name, Address, Phone and Email.	2. * Check All That Apply	3. * Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary, Attach Contract if available)	5. Dollar Value of Contract (if unavailable or yet undetermined, indicate $1)
A.	NYS CERTIFIED ☐ MBE ☐ WBE ☐ SDVOB			
B.	NYS CERTIFIED ☐ MBE ☐ WBE ☐ SDVOB			

Attachment: 137378 West Amherst Infrastructure Project (Boulevard Mall) IP_final signed (RES-2023-1028

NEW YORK STATE OF OPPORTUNITY. Empire State Development

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

OCSD-4

MWBE AND SDVOB UTILIZATION PLAN

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6. If unable to fully meet the MWBE and/or SDVOB goals set forth in the contract, the Contractor must submit a Waiver Request form, which may be obtained from the Office of Contractor and Supplier Diversity, at OCSD@ESD.NY.GOV.

PREPARED BY (Signature): _____ **DATE:** _____

Preparer's Name (Print or Type): _____

Preparer's Title: _____

Date: _____

SUBMISSION OF THIS FORM CONSTITUTES THE CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE MWBE AND SDVOB REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW ARTICLES 15-A AND 17-B, 5 NYCRR PART 143, 9 NYCRR PART 252, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

TELEPHONE NO.:	**EMAIL ADDRESS:**

**** FOR OCSD USE ONLY ****

REVIEWED BY:	**DATE:**

UTILIZATION PLAN APPROVED?

☐ YES ☐ NO Date:

Contract No.:

Project No. (if applicable):

Contract Award Date:

Estimated Date of Completion:

Amount Obligated Under the Contract:

Description of Work:

NOTICE OF DEFICIENCY ISSUED?

☐ YES ☐ NO Date of Issue:

NOTICE OF ACCEPTANCE ISSUED?

☐ YES ☐ NO Date of Issue:

The MWBE Certification status of the firms listed on this form **MUST** be verified using the New York State Contract System's Directory of Certified Minority and Women-owned Business Enterprises.

This directory is available at https://ny.newnycontracts.com.

The SDVOB Certification status of the firms listed on this form **MUST** be verified using the Directory of New York State Certified Service-Disabled Veteran-Owned Businesses.

This directory is available at https://online.ogs.ny.gov/SDVOB/search.

Attachment: 137378 West Amherst Infrastructure Project (Boulevard Mall) IP_final signed (RES-2023-1028

NEW YORK STATE OF OPPORTUNITY. Empire State Development

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

OCSD-5

WAIVER REQUEST FORM

Request for Waiver	
Grantee / Contractor Name:	Fed ID No.:
Full Address:	Contract / Project Number:
Project Details (Project Name, Project Location):	Have you Previously submitted a Waiver Request? (YES/NO)
Current Contract Value:	MWBE Goal: MBE [ ]% + WBE % Overall MWBE Goal: % SDVOB Goal: **%**

By submitting this form and the required information, the Contractor certifies that every "Good Faith Effort" has been taken to promote MWBE and SDVOB participation pursuant to the MWBE and SDVOB requirements set forth under the contract. Review 5 NYCRR § 142.8 and 9 NYCRR § 252, Contractor's Good Faith Efforts, for the precise definition of "Good Faith Effort." Failure to adequately demonstrate Good Faith Efforts will result in a denial of your Waiver Request. It is the Contractor's responsibility to ensure that adequate, clear and complete information is presented to the Office of Contractor and Supplier Diversity ("OCSD").

***UTILIZATION VALUE MET:**

MBE: $_____ | **WBE**: $_____ | **SDVOB**: $_____

***CONTRACTOR IS REQUESTING :**

1. ☐ **MBE** Waiver – A waiver of the MBE Goal for this procurement is requested.
   REQUESTED MBE GOAL: _____%
2. ☐ **WBE** Waiver – A waiver of the WBE Goal for this procurement is requested.
   REQUESTED WBE GOAL: _____%
3. ☐ **OVERALL MWBE Waiver** – A waiver of the MWBE Goal for this procurement is requested.
   REQUESTED MWBE GOAL: _____%
4. ☐ **SDVOB Waiver** – A waiver of SDVOB Participation Goal for this procurement is requested.
   REQUESTED SDVOB GOAL: _____%

PREPARED BY (Signature): _____ Date: _____

SUBMISSION OF THIS FORM CONSTITUTES THE CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT THAT IT HAS MADE GOOD FAITH EFFORTS, PURSUANT TO 5 NYCRR §142.8 AND/OR 9 NYCRR §252, TO INCLUDE THE PARTICIPATION OF NEW YORK STATE CERTIFIED MINORITY AND WOMEN OWNED BUSINESSES AND SERVICE DISABLED VETERAN OWNED BUSINESSES IN THE ABOVE PROJECT OR CONTRACT. CONTRACTOR HEREBY AGREES TO PROVIDE ANY AND ALL RELEVANT DOCUMENTATION IN SUPPORT OF THE DEMONSTRATION OF ITS GOOD FAITH EFFORTS AND ACKNOWLEDGES THAT IT HAS PROVIDED WITH THIS WAIVER REQUEST ALL AVAILABLE DOCUMENTATION SUPPORTING ITS GOOD FAITH EFFORTS.

***Name and Title of Preparer:**	***Telephone Number:**	***Email:**

Attachment: 137378 West Amherst Infrastructure Project (Boulevard Mall) IP_final signed (RES-2023-1028 : Authorization to Sign Incentive

NEW YORK STATE OF OPPORTUNITY. Empire State Development

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

OCSD-5

WAIVER REQUEST FORM

Contractor's Good Faith Efforts

(a) Contractors must document their good faith efforts toward utilizing certified firms, including but not limited to, those identified within a utilization plan. Such documented efforts, shall include, at a minimum:

(1) Copies of its solicitations of certified firms enterprises and any responses thereto;

(2) If responses to the contractor's solicitations were received, but a certified firm was not selected, the specific reasons that such firm was not selected;

(3) Copies of any advertisements for participation by certified firms timely published in appropriate general circulation, trade, MWBE and SDVOB oriented publications, together with the listing(s) and date(s) of the publication of such advertisements;

(4) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the State agency awarding the State contract, with certified firms enterprises which the State agency determined were capable of performing the State contract scope of work for the purpose of fulfilling the contract participation goals;

(5) Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified firms.

(b) In addition to the information provided by the contractor in subdivision (a) above, the State agency may also consider the following to determine whether the contractor has demonstrated good faith efforts:

(1) where applicable, whether the contractor submitted an amended utilization plan consistent with the subcontract or supplier opportunities in the contract;

(2) the number of certified firms in the region listed in the directory of certified businesses that could, in the judgment of the State agency, perform work required by the State contract scope of work;

(3) the actions taken by the contractor to contact and assess the ability of certified firms located outside of the region in which the State contract scope of work is to be performed to participate on the State contract;

(4) whether the contractor provided relevant plans, specifications or terms and conditions to certified firms sufficiently in advance to enable them to prepare an informed response to a contractor request for participation as a subcontractor or supplier;

(5) the terms and conditions of any subcontract or provision of suppliers offered to certified firms and a comparison of such terms and conditions with those offered in the ordinary course of the contractor's business and to other subcontractors or suppliers of the contractor;

(6) whether the contractor offered to make up any inability to comply with the certified firms goals in the subject State contract in other State contracts being performed or awarded to the contractor;

(7) the extent to which contractor's own actions, including but not limited to, any failure by contractor to discharge contractor's duties pursuant to this Part, Articles 15-A or 17-B of the Executive Law, contributed to contractor's inability to meet the maximum feasible portion of the contract goals;

(8) whether the contractor knowingly utilized one or more certified firms, in the performance of the subject State contract, that contractor knew or reasonably should have known could not perform a commercially useful function.

Attachment: 137378 West Amherst Infrastructure Project (Boulevard Mall) IP_final signed (RES-2023-1028 : Authorization to Sign Incentive

NEW YORK STATE OF OPPORTUNITY. Empire State Development

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

OCSD-5

WAIVER REQUEST FORM

(9) whether the contractor submitted compliance reports, which identified certified firms that contractor knew or reasonably should have known did not perform a commercially useful function on a State contract on which goals were assigned. and

(10) any other information that is relevant or appropriate to determining whether the contractor has demonstrated a good faith effort.

Submit with the bid or proposal or if submitting after award submit to: **Empire State Development** **Office of Contractor and Supplier Diversity** **633 Third Avenue, 35th Floor** **New York, New York 10017**	***** FOR OCSD USE ONLY ***** **REVIEWED BY:** **DATE:** **Waiver Granted:** ☐ **YES** **MBE:** ☐ **WBE:** ☐ **SDVOB:** ☐ ☐ **Total Waiver** ☐ **Partial Waiver** ☐ ***Conditional** ☐ **Notice of Deficiency Issued** _____ * **Comments:**

Attachment: 137378 West Amherst Infrastructure Project (Boulevard Mall) IP_final signed (RES-2023-1028 : Authorization to Sign Incentive

NEW YORK STATE OF OPPORTUNITY. Empire State Development

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

OCSD-6

MWBE AND SDVOB COMPLIANCE AND PAYMENT REPORT

CONTRACTOR/GRANTEE: _____
ADDRESS: _____
TOWN/COUNTY/ZIP: _____
CONTACT PERSON: _____
TELEPHONE: _____
EMAIL: _____

ESD OCSD REPRESENTATIVE: _____
CONTRACT/PROJECT NAME: _____
CONTRACT/PROJECT #: _____
PROJECT START DATE: _____
PERCENT COMPLETE: _____
ACTUAL COMPLETION DATE: _____

REPORTING PERIOD: ☐ **Monthly for the Month of:** (Month) (Year)
☐ **Quarterly (Check Applicable):** ☐ **Quarter 1 (4/1-6/30) |** ☐ **Quarter 2 (7/1-9/30) |** ☐ **Quarter 3 (10/1-12/31) |** ☐ **Quarter 4 (1/1-3/31)**

Attach MWBE and SDVOB executed contracts, wire transfer confirmations and cancelled checks as proof of payment to the identified MWBEs and SDVOBs. This report should be completed and signed by an officer of the Reporting Company. Attach additional sheets if necessary.

PRIME CONTRACTOR, if different from above (Name, Address, Contact Person, Title and Phone # with area code)	PRIME CONTRACT AMOUNT	MWBE or SDVOB SUBCONTRACTOR (Name, Address, Contact Person, Title and Phone # with area code)	NYS CERTIFICATION (Check One)	DESCRIPTION OF SERVICES	CONTRACT AMOUNT	PAYMENTS PREVIOUSLY REPORTED	PAYMENTS ON CURRENT REPORT	TOTAL PAYMENTS TO DATE
	$		☐ MBE ☐ WBE ☐ SDVOB		$	$	$	$
	$		☐ MBE ☐ WBE ☐ SDVOB		$	$	$	$
	$		☐ MBE ☐ WBE ☐ SDVOB		$	$	$	$

CERTIFICATION: I,_____(Print Name), the_____(Title) of the Reporting Company above, do certify that (i) I have read this Compliance Report and (ii) to the best of my knowledge, information and belief, the information contained herein is complete and accurate.

SIGNATURE:_____ DATE: _____

Submission of this form constitutes the Contractor's acknowledgement as to the accuracy of the information contained herein. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, suspension and/or termination of the Contract.

Attachment: 137378 West Amherst Infrastructure Project (Boulevard Mall) IP_final signed (RES-2023-1028

NEW YORK STATE OF OPPORTUNITY. Empire State Development

OCSD-6

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

MWBE AND SDVOB COMPLIANCE AND PAYMENT REPORT

SUBMIT REPORT TO: Office of Contractor and Supplier Diversity
Empire State Development
633 Third Avenue, 35th Floor
New York, NY 10017

Completed forms may be emailed directly to OCSD at ocsd@esd.ny.gov. All email submissions must include ESD's project/contract number(s), and the name and contact information of the individual or firm submitting the information.

QUESTIONS? Please contact the OCSD's Compliance Managers or email the office at ocsd@esd.ny.gov.

Danielle Adams	**Bertrand Dorcilien**	**Kelly Forsey**	**Jordan Kaplan**	**Denise Ross**	**Ami Shipley**
(518) 474-2569	(212) 803 - 3571	(716) 846-8238	(212) 803-3659	(212) 803-3226	(212) 803-3222
Danielle.Adams@esd.ny.gov	Bertrand.dorcilien@esd.ny.gov	Kelly.forsey@esd.ny.gov	Jordan.kaplan@esd.ny.gov	Denise.ross@esd.ny.gov	Ami.shipley@esd.ny.gov
R E G I O N S :					
Capital District SUNY Poly Portfolio Mohawk Valley Dept. of Economic Development	Long Island North Country NYC – Bronx, Brooklyn, Queens	Finger Lakes Western New York ESD Subsidiaries – ECHDC, USA Niagara	Central NY Southern Tier ESD Subsidiary – AYCDC	Mid-Hudson NYC- Manhattan, Staten Island	ESD Procurement Contracts ESD Subsidiaries – CCDC, QWDC, LMDC, ESNMC, HCDC, MSDC

Attachment: 137378 West Amherst Infrastructure Project (Boulevard Mall) IP_final signed (RES-2023-1028

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 28381 **RESOLUTION 2023-1029** **ADOPTED**

Change Order #1 & Final – Peak Construction Group, LLC. Audubon Library Expansion – Phases I & II TOA Job # 2019.048 CRS No. 4514

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sigh the above referenced Change Order, which increases the overall contract by $15,705.69. This change will cover the net costs associated with material and scope adjustments and also materials substitutions that were requested and completed during the construction of the library expansion. Attached is the list of the proposals and back up information for your reference.

Please note that the above request is contingent pending successful completion of the contract review procedure. Upon acceptance of this change order, the final payment for this contract shall not be made until all lien release documentation is received and to the satisfaction of the Town Attorney.

Funding for this contract shall be from project account KP2126.4972.

12/18/2023
Consent

FINANCIAL IMPACT:

KP2126.4972 - We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sigh the above referenced Change Order, which increases the overall contract by $15,705.69

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

AIA® Document G701™ – 2017

Change Order

PROJECT:	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Audubon Library Expansion Phases 1 & 2 Project #2019.048	*Contract For: General Construction* *Date: December 13,2023*	Change Order Number: 1 & Final

OWNER:	ENGINEER:	CONTRACTOR:
Town of Amherst 5583 Main St. Williamsville, NY 14221	DiDonato Associates 689 Main Street Buffalo, NY 14203	Peak Construction Group, LLC 701 Seneca Street Buffalo, NY 14210

The Contract is changed as follows: Refer to attached Change Order Summary: General Construction

The original Contract Sum was	$ 2,158,800.00
The net change by previously authorized Change Orders	$
The Contract Sum prior to this Change Order was	$ 2,158,800.00
The Contract Sum will be increased by this Change Order in the amount of	$ 15,705.69
The new Contract Sum, including this Change Order, will be	$ 2,174,505.69
The Contract Time will be changed by	(0) days.
The new date of Substantial Completion shall now be:	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT/ENGINEER *(DiDonato Associates)*	CONTRACTOR *(Peak Construction Group, LLC.)*	OWNER *(Town of Amherst)*
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Attachment: Change Order 1 and Final Backup (RES-2023-1029 : Change Order #1 & Final – Peak Construction Group, LLC.)

Audubon Library Expansion

Phase I & II

Change Order Summary -General Construction

T.O.A. Job No. 2021.017A

Item #	*Description of Change*	*Amount of Proposal*
1	Door Hardware	$ 1,050.00
2	Modify temp. wall	$ 1,881.00
3	Door re-location (SK-01)	$ 18,159.28
4	LVT to CT in Corridor 110	$ 1,952.35
5	Partition Supports	$ 10,130.07
6	Wallpaper Discontinued	$ 3,160.91
7	Removal of drywall in Corridor 116	$ 741.54
8	Framing work	$ 3,913.87
9	SK-05 Col. Line 1 and reading room	$ 2,860.45
10	Librarian's office insulation, poly	$ 456.88
11	Rubber base / drywall at Fire Alarm Panel	$ 1,657.11
12	Various drywall	$ 3,210.97
13	Remove replace drywall / ply 104-106	$ 820.88
14	Addendum 4 roof decking	$ 2,425.78
15	Steel Plates	$ 5,813.14
16	C-Channel	$ 3,580.11
17	Raise door lintel	$ 2,177.92
18	Existing meeting room floor leveling	$ 898.98
19	Brick work	$ 814.45
	PROPOSAL REQUEST SUB TOTAL	**$ 65,705.69**
	ALLOWANCE	**$ (50,000.00)**
	FINAL TOTAL	**$ 15,705.69**

Attachment: Change Order 1 and Final Backup (RES-2023-1029 : Change Order #1 & Final – Peak Construction Group, LLC.)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 28380 **RESOLUTION 2023-1030** **ADOPTED**

Change Order #2 & Final –The Peyton Barlow Construction, Inc. - General Contract Rebid of Amherst Community Policing and Training Center Restroom and Interior Renovations TOA Job # 2018.036B CRS No. 4512

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which increases the overall contract by $1,395.00. This change will cover the cost associated with installing additional conduit, wiring, and an outlet to provide power to the an automatic shut off valve being installed on the fire protection water service line as required by Erie County Water Authority.

Please note that the above request is contingent pending successful completion of the contract review procedure.

Funding for this contract shall be from project account KP 2102.4972.

Thank you for considering this request.

12/18/2023
Consent

FINANCIAL IMPACT:

KP 2102.4972 - We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which increases the overall contract by $1,395.00

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Amherst Community Policing & Training Center Renovations Amherst, NY	Contract For: General Construction Date: August 07, 2023	Change Order Number: 002 Date: 12/12/2023
OWNER: *(Name and address)* Town of Amherst Town of Amherst Engineering 1100 North Forest Road Williamsville, NY 14221	**ARCHITECT:** *(Name and address)* DiDonato Associates Engineering and Architecture P.C. 689 Main Street Buffalo, NY 14203	**CONTRACTOR:** *(Name and address)* The Payton Barlow Co Inc 360 Delaware Ave Suite 300 Buffalo, NY 14202

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Job Modificaiton #08r4 - Added cost to provide power to SDV-1 valve. Added $1,395.00

The original Contract Sum was	$	397,000.00
The net change by previously authorized Change Orders	$	-2,447.00
The Contract Sum prior to this Change Order was	$	394,553.00
The Contract Sum will be increased by this Change Order in the amount of	$	1,395.00
The new Contract Sum including this Change Order will be	$	395,948.00

The Contract Time will be increased by One (1) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
DiDonato Associates	Payton Barlow Co	Town of Amherst
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

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User Notes: (3B9ADA33)

Attachment: Peyton Barlow construction attachment (RES-2023-1030 : Change Order #2 & Final –The Peyton Barlow Construction, Inc. -

THE
PEYTON BARLOW CO.
INCORPORATED

December 6, 2023

Mr. Michael Banks
DiDonato Architects
689 Main Street
Buffalo, NY 14203

Job Modification #8r4
(Revised 12/06/23)

RE: Amherst Community Policing & Training Center

Dear Michael,

The following is a breakdown of the additional costs to provide power to SDV-1 per RFI #3 and RFI #6. This price does not include control wiring or a connection to the fire alarm or a connection to a building management system.

• Goodwin – Provide power to SDV-1 control box	$	1,328
• Peyton Barlow Co., Inc. 5% Overhead & Profit	$	67
Total Modification:	**$**	**1,395**

- Additional time needed to complete project as a result of this change order. **1 Day**

Please contact our office at any time should you have questions regarding this change in scope.

Sincerely,

Brian Tofflemire
Project Manager

The above prices, specifications and conditions are satisfactory and are hereby accepted. The Peyton Barlow Co. is authorized to proceed with the above-mentioned changes to the original contract. Please sign and return to our office.

Date of Acceptance _____ Signature _____

Attachment: Peyton Barlow construction attachment (RES-2023-1030 : Change Order #2 & Final –The Peyton Barlow Construction, Inc. -

Goodwin Electric Corp.

201 South Youngs Road
Williamsville, NY 14221
Phone: (716) 634-4000 Fax: (716) 634-4038

20-Nov-23

Peyton Barlow
Mario Morga

RE: **Amherst Community Policing & Training Center Renovations**
PCI___ - Add power to RPZ Valve

Dear Mr. Johnson,

Quote: This quote includes additional work as referenced above and as attached.
See below and attached for labor and material breakdown.

Electrician Frmn	(	1.24	Hrs @	$100.69)	$	124.86
Electrician Frmn 2nd	(	0.00	Hrs @	$112.13)	$	-
Electrician Frmn OT	(	0.00	Hrs @	$134.34)	$	-
Electrician	(	8.00	Hrs @	$92.76)	$	742.08
Electrician 2nd	(	0.00	Hrs @	$103.17)	$	-
Electrician OT	(	0.00	Hrs @	$122.54)	$	-
Material					$	287.60
Subtotal					$	1,154.54
O&P					$	173.18
Total Add					$	1,328.00

If you have and questions, please do not hesitate to contact me.

Goodwin Electric Corp.,

Kevin Martin
Project Manager

Attachment: Peyton Barlow construction attachment (RES-2023-1030 : Change Order #2 & Final –The Peyton Barlow Construction, Inc. -

From: kmartin@goodwinelectric.net <kmartin@goodwinelectric.net>
Sent: Friday, December 1, 2023 11:59 AM
To: Brian Tofflemire <bTofflemire@peytonbarlow.com>
Subject: RE: Amherst Community Policing & Training Center - Job Modification #8r1

Material List – SDV-1 Power

EMT	50
EMT STEEL SS CONN	4
EMT STEEL SS COUP	5
CADDY 3508P MTL STUD	8
MINERALLAC STRAP	8
BEAM CLAMP - MALLABLE	8
3/8 MACHINE SCREW	8
FLEX CONDUIT	3
FLEX ANGLE CONN	1
FLEX STR. CONN	1
2-1/8D 1/2 & 3/4 KO	2
1/2D 1G PLASTER RING	2
4 SQ BLANK COVER	2
THHN STR	180
WIRENUT - YELLOW	6

Thanks,
Kevin Martin

Goodwin Electric Corp.
201 South Youngs Road
Williamsville, NY 14221
Ph: 716-634-4000 Ext 11
Cell: 716-698-2625

Attachment: Peyton Barlow construction attachment (RES-2023-1030 : Change Order #2 & Final –The Peyton Barlow Construction, Inc. -

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 28378 **RESOLUTION 2023-1031** **ADOPTED**

Proposal for Design Services for Bridge NY Replacement of Reist Street Culvert CHA Consulting, Inc. Town Job # 2021.014; PIN 5765.04 CRS ID# 4513

The Town of Amherst's application for the full replacement of a storm water culvert under Reist Street was approved for funding through the Bridge NY program in the amount of $797,950. Bridge NY culvert funding is entirely State-funded as a funded reimbursement program administered by the New York State Department of Transportation (NYSDOT).

During the grant preparation phase, this office solicited fifteen (15) professional engineering firms on the Local Design Services Agreement (LDSA) list. Thirteen (13) firms responded with an expression of interest and supplemental proposal. Qualifications were scored by committee in accordance with the NYSDOT Procedures for Locally Administered Federal Aid Projects. CHA Consulting, Inc. was determined as the preferred design consultant after scoring was tallied (scoring summary attached).

We are in receipt of a proposal in the amount of $159,768.89 from CHA Consulting, Inc. to provide engineering design services including study & report, preliminary design, final design, ROW incidentals and bidding/negotiation phases. The design fee is 100% reimbursable through the Bridge NY program in accordance with State Local Agreement, Town Board Resolution 2023-892.

At this time, we request the Town Board approve the expenditure of the above-described proposal by CHA Consulting, Inc. at a total cost of $159,768.89 (100% State funded). First instance funding is identified in the upcoming 2024-2029 CIP Project E-2 and available immediately in an account to be determined by the Town Comptroller. This request is pending the successful completion of the contract review procedure. Thank you for considering this request.

12/18/2023
Consent

FINANCIAL IMPACT:

none

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Selection Criteria Evaluation

2021.014

Reist Street Culvert - BridgeNY

	Firm Name	Total Score	Rank
	CHA Consulting, Inc.	**218**	**1**
	DiDonato Engineering	212	2
	Greenman - Pedersen Inc.	209	3
	Fisher Associates	207	
	Watts Architects & Engineers	206	
	C&S	205	
	Erdmann Anthony	169	
	Popli	166	
	Mott McDonold	163	
	Urban Engineers	162	
	Stantec	161	
	Bermann Associates	148	
	Labella	139	

Attachment: Bridge NY Attachment (RES-2023-1031 : Proposal for Design Services For)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 28323 A **RESOLUTION 2023-1032** **ADOPTED**

Authorize Supervisor to Sign GOETZ ENERGY CORP. FUEL CONTRACT EXTENSION - CRS #4489/3080

WHEREAS, GOETZ ENERGY CORPORATION, has a New York State contract for the purchase of Gasoline, Group 05600, Award Number 23237, Contract Number PC#69517and this contract is open to Political subdivisions: and

NOW, THEREFORE BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the contract with GOETZ ENERGY CORPORATION for the Town of Amherst to piggyback on the NYS-OGS contract from 12/17/2021 through 12/14/2023 with extension through 12/13/2024. This contract is subject to the Contract Routing System (CRS #4489 (Extension) and CRS #3080 (Original)) and the approval of the Town Attorney.

12/18/2023
Consent

FINANCIAL IMPACT:

TOWN WIDE

VARIOUS

TBD

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

NEW YORK STATE OF OPPORTUNITY.

Office of General Services
Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | https://ogs.ny.gov/procurement | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification Update

Subject: Contract Renewals

DATE: June 21, 2023 **AWARD #:** 23237 **GROUP #:** 05600

AWARD DESCRIPTION: Gasoline & E-85 (Statewide)

CONTRACT PERIOD: December 17, 2021 – December 13, 2024

CONTACT: Todd Kayser | 518-473-3252 | todd.kayser@ogs.ny.gov

CONTRACT NO.:	**CONTRACTOR:**
PC69515	Buell Fuel, LLC
PC69516	Global Montello Group Corp.
✂ PC69517	Goetz Energy Corp. dba Kurk Fuel Company ✂
PC69518	Main Brothers Oil Co. d/b/a Main Care Energy
PC69519	Mirabito Holdings, Inc. dba Mirabito Energy Products.
PC69520	MX Petroleum
PC69521	NOCO Energy Corp.
PC69522	Sprague Operating Resources, LLC
PC69523	Sunoco, LLC

Please be advised that in accordance with the CONTRACT TERM AND EXTENSIONS clause, all the contractors have extended their contracts for one year through December 13, 2024.

All other terms and conditions of the contract remain the same.

056000560023237p0505

Attachment: DOC120723-12072023112729 (RES-2023-1032 : Authorize Supervisor to Sign GOETZ ENERGY CORP. FUEL CONTRACT

NEW YORK STATE OF OPPORTUNITY. | Office of General Services
Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | https://ogs.ny.gov/procurement | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification

Title	:	**Group 05600 – Gasoline & E-85 (Statewide)** **Classification Code(s): 15**
Award Number	:	**23237** **(Replaces Awards 23092 & 23215)**
Contract Period	:	**December 17, 2021 – December 13, 2024**
Bid Opening Date	:	**October 21, 2021**
Date of Issue	:	**December 10, 2021 (Revised November 22, 2023)**
Specification Reference	:	**As Incorporated Herein**
Contractor Information	:	**Appears on Pages 2 of this Award**

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Todd Kayser Title : Contract Management Specialist 2 Phone : 518-473-3252 E-mail : Todd.kayser@ogs.ny.gov	**Procurement Services** **Customer Services** Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.

Description

The purpose of this Award is to provide Authorized Users with a means of acquiring various grades of Gasoline and E-85 by bulk delivery to an Authorized User's storage facility for use in the Authorized User's own pumps. The product shall be Contractor furnished, delivered and unloaded as specified herein.
For current contract prices, please go to the Pricing Information link on the Award page.

There are 0% SDVOB participation goals on this contract.
There are 0% MWBE participation goals on this contract.

Links to the base contract, current prices, updates, and delivery schedules are located on the Award page at: http://www.ogs.ny.gov/purchase/spg/awards/0560023237CAN.HTM

Attachment: DOC120723-12072023112729 (RES-2023-1032 : Authorize Supervisor to Sign GOETZ ENERGY CORP. FUEL CONTRACT

NOTE: See individual contract items to determine actual awardees.

Contract Number	Contractor & Address	Contact Information	FEIN / NYS Vendor ID
PC69515 SB	**Buell Fuel, LLC** 2676 State Route 12B Deansboro, NY 13328	Julia Brouillette Contracts Manager Phone: 315-841-3000 Email: Julia@buellfuel.com **Customer Service Contact for NYS Contract Orders during Normal Business Hours:** M – F 7:30am – 4:30pm, Sat 8am – 12pm Customer Service Representative Phone: 315-841-3000 Email: info@buellfuel.com **Person to Contact to Escalate Contract Orders:** AJ Buell Lead Dispatcher Phone: 315-841-3000 Email: AJ@buellfuel.com **Contact for After Hours, Weekend/Holidays, or NYS Declared Emergency:** Garth Curtis Director of Bids & Supply Phone: 315-841-3000 Cell: 315-404-3899 Email: Garth@buellfuel.com **Backup Contact for NYS Declared Emergencies or Disasters (available throughout emergency):** Michael Buell Owner Phone: 315-841-3000 Cell: 315-941-9716 Email: MB@buellfuel.com	760826999 1000009690
PC69516	**Global Montello Group Corp.** 8000 South Street Waltham, MA 02454	Bid Department Bid Personnel Phone: 781-398-4003 Email: bids@globalp.com **Customer Service Contact for NYS Contract Orders during Normal Business Hours:** 24/7/365 Dispatch Department Dispatch Personnel Toll-Free: 800-826-5686 Email: smartbuydispatch@globalp.com **Contact for After Hours, Weekend/Holidays, or NYS Declared Emergency:** Dispatch Department	043443028 1100005467

Attachment: DOC120723-1207202311272 9 (RES-2023-1032 : Authorize Supervisor to Sign GOETZ ENERGY CORP. FUEL CONTRACT

		Toll-Free: 800-826-5686 Email: smartbuydispatch@globalp.com **Backup Contact for NYS Declared Emergencies or Disasters (available throughout emergency):** Mark Romaine Chief Operating Officer Phone: 781-398-4003 Email: MRomaine@globalp.com	
PC69517	**Goetz Energy Corp. dba Kurk Fuel Company** 1319 Military Road Buffalo, NY 14217	Mary Burke Fuels Account Manager Phone: 716-824-1298 Email: MBurke@kurkfuel.com **Customer Service Contact for NYS Contract Orders during Normal Business Hours:** M-F 8am-5pm Mary Burke Fuels Account Manager Phone: 716-824-1298 Email: MBurke@kurkfuel.com **Contact for After Hours, Weekend/Holidays, or NYS Declared Emergency:** Mary Burke Fuels Account Manager Phone: 716-824-1298 Cell: 716-867-9547 Email: MBurke@kurkfuel.com **Backup Contact for NYS Declared Emergencies or Disasters (available throughout emergency):** Mike Asher Dispatch Phone: 716-876-4324 Cell: 716-480-3316 Email: customerservice@goetzenergy.com	160450990 1000007438
PC69518	**Main Brothers Oil Co. Inc dba Main Care Energy** 1 Booth Lane Albany, NY 12205 Accepts NYS Purchasing Card for orders up to and including $50,000	Greg Childs Vice President Phone: 800-542-5552 Email: GChilds@maincareenergy.com **Customer Service Contact for NYS Contract Orders during Normal Business Hours:** 24 Hours, 7 days a week Customer Service Phone: 800-542-5552 Email: customercare@maincareenergy.com **Contact for After Hours, Weekend/Holidays, or NYS Declared Emergency:** Greg Childs Vice President Phone: 800-542-5552	146024844 1000007301

Attachment: DOC120723-12072023112729 (RES-2023-1032 : Authorize Supervisor to Sign GOETZ ENERGY CORP. FUEL CONTRACT

		Cell: 518-365-7105 Email: GChilds@maincareenergy.com **Backup Contact for NYS Declared Emergencies or Disasters (available throughout emergency):** David Borger EHS Director Phone: 800-542-5552 Cell: 518-376-1782 Email: DBorger@maincareenergy.com	
PC69519	**Mirabito Holdings, Inc. dba Mirabito Energy Products** The Metrocenter 49 Court Street P.O. Box 5306 Binghamton, NY 13902	Joe D'Esti Pricing and Bid Administrator Phone: 607-352-2958 Toll-Free: 800-934-9480 Email: Joe.Desti@mirabito.com **Customer Service Contact for NYS Contract Orders during Normal Business Hours:** M – F 8:00am – 5:00pm Paul Gunther Customer Service Manager Phone: 607-352-2830 Toll-Free: 800-934-9480 Email: Paul.Gunther@mirabito.com Person to Escalate Contract Orders: Jason Mirabito V.P. Wholesale Fuels Phone: 607-352-2930 Cellphone: 607-651-5000 Email: Jason.Mirabito@mirabito.com **Emergency Contact After Normal Business Hours or Weekend/Holidays**: George Mister Transportation Manager Phone: 607-352-2811 Toll-Free: 800-934-9480 Email: George.Mister@mirabito.com **Contact for NYS Declared Emergencies or Disasters (available throughout emergency):** Jason Mirabito V.P. Wholesale Fuels Phone: 607-352-2930 Cell: 607-651-5000 Email: Jason.Mirabito@mirabito.com **Backup Contact for NYS Declared Emergencies or Disasters (available throughout emergency):** Justin Fisher V.P. Fuel Supply Phone: 607-352-2845 Cell: 607-435-6074	150552668 1000007358

Attachment: DOC120723-12072023112729 (RES-2023-1032 : Authorize Supervisor to Sign GOETZ ENERGY CORP. FUEL CONTRACT

		Email: Justin.Fisher2@mirabito.com	
PC69520	**MX Petroleum** 22 Center Street Massena, NY 13662	Jeanine Caron Vice President of Finance Phone: 315-769-9500 Email: j.caron@mxfuels.com **Customer Service Contact for NYS Contract Orders:** Christine Bogett (M-F, 8am-5pm) Administrative Team Lead Phone: 315-769-9500 Toll Free: 800-840-0645 Email: c.bogett@mxfuels.com Website: mxfuels.com **Contact to Escalate Contract Orders:** Gus Miller General Manager Phone: 315-769-9500 Toll Free: 800-840-0645 Email: g.miller@mxfuels.com **Contact for After Hours, Weekend, and/or Holiday Emergency:** Matthew Bard Sales and Marketing Manager Phone: 315-769-9500 Toll Free: 800-840-0645 Email: m.bard@mxfuels.com **Contacts for NYS Declared Emergencies or Disasters:** Mickey Miller Manager Operations Phone: 315-769-9500 Toll Free: 800-840-0645 Email: m.miller@mxfuels.com Gus Miller (Back-up) General Manager Phone: 315-769-9500 Email: g.miller@mxfuels.com **Contact for Billing Issues:** Jeanine Caron (M-F, 830am-5pm) Vice President of Finance Phone: 315-769-9500 Toll Free: 800-840-0645 E-mail: j.caron@mxfuels.com	161352970 1000015801
PC69521	**NOCO Energy Corp.** 2440 Sheridan Drive Tonawanda, NY 14150	Tom Spitznogle Procurement Manager Phone: 716-614-1230 Toll-Free: 800-601-6626 Email: TSpitznogle@noco.com	160727383 1000007468

Attachment: DOC120723-12072023112729 (RES-2023-1032 : Authorize Supervisor to Sign GOETZ ENERGY CORP. FUEL CONTRACT

		Customer Service Contact for NYS Contract Orders during Normal Business Hours: Monday to Friday 7:30am to 5:00pm Customer Fuel Order Desk Toll-Free: 800-601-6626 fuelorder@noco.com **Person to Contact to Escalate Contract Orders:** Alicia Lineberger Customer Service Manager Phone: 716-614-1148 Email: ALineberger@noco.com **Emergency Contact for After Hours, Weekends, Holidays, and/or NYS Declared Emergencies:** Kevin Galas Transportation Director Phone: 716-435-7309 Email: KGalas@noco.com	
PC69522	**Sprague Operating Resources LLC** 185 International Drive Portsmouth, NH 03801	Jeanette Finley Bid & Contract Manager Phone: 914-328-6730 Toll-Free: 877-689-1880 Email: contractdesk@spragueenergy.com **Customer Service Contact for NYS Contract Orders (24/7/365):** Customer Care Team Toll Free: 800-880-6037 Email: orders@spragueenergy.com **Contact for After Hours, Weekend, and/or Holiday Emergency:** Customer Care Team/Dispatch Phone: 800-880-6037 Email: orders@spragueenergy.com **Contacts for NYS Declared Emergencies or Disasters:** Barry Panicola Managing Director Phone: 516-622-7091 Toll Free: 800-225-1560 Email: contractmgmt@spragueenergy.com **Contact for Billing Issues:** Customer Care Team (8am-5pm) Toll Free: 800-880-6037 Email: contractmgmt@spragueenergy.com	020415440 1000005203
PC69523	**Sunoco LLC** 3801 West Chester Pike Newtown Square, PA 19073	Mathew Scheiber Associate Specialist – Government Contracts Phone: 260-324-7925 Email: mathew.scheiber@sunoco.com	464151222 1100195900

Attachment: DOC120723-12072023112729 (RES-2023-1032 : Authorize Supervisor to Sign GOETZ ENERGY CORP. FUEL CONTRACT

		Customer Service Contact for NYS Contract Orders: Sunoco Dispatch Dispatch Group Toll-Free: 866-248-4344 E-mail: govorders@gladieuxenergy.com **Contact to Escalate Contract Orders:** Sunoco Wholesale Toll Free: 866-248-4344 Email: govorders@gladieuxenergy.com Mathew Scheiber Associate Specialist – Government Contracts Phone: 260-324-7925 Email: mathew.scheiber@sunoco.com **Contact for After Hours, Weekend, and/or Holiday Emergency:** Sunoco Wholesale Toll-Free: 866-248-4344 E-mail: govorders@gladieuxenergy.com **Contacts for NYS Declared Emergencies or Disasters:** Sunoco Dispatch Toll Free: 866-248-4344 E-mail: govorders@gladieuxenergy.com Sunoco Wholesale (Back-up) Toll Free: 866-248-4344 E-mail: govorders@gladieuxenergy.com **Contact for Billing Issues:** Sunoco Wholesale (M-F, 8am-5pm) Toll Free: 800-964-6321 option 2 E-mail: customersolutions.mailbox@sunoco.com	

Cash Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY NEW YORK STATE PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO PROCUREMENT SERVICES.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

Attachment: DOC120723-1207202311272 9 (RES-2023-1032 : Authorize Supervisor to Sign GOETZ ENERGY CORP. FUEL CONTRACT

Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS, RP, RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

NOTE TO AUTHORIZED USERS

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

AWARDS BY COUNTY

The pricing included in this section is the original pricing bid by the contractors. For current pricing, please go to the Pricing Information link on the Award page.

County	Fuel Type	Bid Price	Volume Discount	Contractor
Albany	Flex Fuel (E-85)	$2.5456	$0.0000	Global Montello
Albany	Gas Regular	$2.3527	$0.0000	Global Montello
Albany	Gas Mid Range	$2.4247	$0.0000	Global Montello
Allegany	Gas Regular	No Bid	N/A	N/A
Allegany	Gas Mid Range	No Bid	N/A	N/A
Bronx	OPRG (E) Gas Regular	$2.5107	$0.0000	Global Montello
Broome	Flex Fuel (E-85)	No Bid	N/A	N/A
Broome	Gas Regular	$2.4502	$0.0000	Mirabito Energy
Cattaraugus	Gas Regular	$2.3937	$0.0000	Goetz dba Kurk Fuel
Cattaraugus	Gas Mid Range	$2.5320	$0.0000	Goetz dba Kurk Fuel
Cayuga	Gas Regular	$2.6902	$0.0000	Buell Fuel
Chautauqua	Flex Fuel (E-85)	No Bid	N/A	N/A

Attachment: DOC120723-1207202311272 9 (RES-2023-1032 : Authorize Supervisor to Sign GOETZ ENERGY CORP. FUEL CONTRACT

Chautauqua	Gas Regular	$2.4572	$0.0000	Goetz dba Kurk Fuel
Chautauqua	Gas Mid Range	$2.5320	$0.0000	Goetz dba Kurk Fuel
Chautauqua	Gas Premium	$2.6487	$0.0000	Goetz dba Kurk Fuel
Chemung	Flex Fuel (E-85)	No Bid	N/A	N/A
Chemung	Gas Regular	$2.5002	$0.0000	Mirabito Energy
Chemung	Gas Mid Range	$2.6080	$0.0000	Mirabito Energy
Chemung	Gas Premium	$2.7847	$0.0000	Mirabito Energy
Chenango	Gas Regular	$2.6447	$0.0000	Buell Fuel
Clinton	Gas Regular	$2.5302	$0.1000	MX Petroleum
Clinton	Gas Mid Range	$2.6080	$0.1000	MX Petroleum
Columbia	Gas Regular	$2.4783	$0.0000	Global Montello
Cortland	Gas Regular	$2.6652	$0.0000	Buell Fuel
Cortland	Gas Premium	$2.8642	$0.0000	Buell Fuel
Delaware	Gas Regular	$2.8002	$0.0000	Mirabito Energy
Dutchess	Flex Fuel (E-85)	$2.5711	$0.0000	Global Montello
Dutchess	OPRG (E) Gas Regular	$2.5141	$0.0000	Global Montello
Dutchess	OPRG (E) Gas Mid Range	$2.5600	$0.0000	Global Montello
Dutchess	OPRG (E) Gas Premium	$2.6458	$0.0000	Global Montello
Erie	Flex Fuel (E-85)	No Bid	N/A	N/A
Erie	Gas Regular	$2.3152	$0.0100	Goetz dba Kurk Fuel
Erie	Gas Mid Range	$2.5390	$0.0000	Goetz dba Kurk Fuel
Essex	Gas Regular	$2.5002	$0.1000	MX Petroleum
Essex	Gas Mid Range	$2.5780	$0.1000	MX Petroleum
Franklin	Flex Fuel (E-85)	No Bid	N/A	N/A
Franklin	Gas Regular	$2.5102	$0.1000	MX Petroleum
Franklin	Gas Premium	$2.7047	$0.1000	MX Petroleum
Fulton	Gas Regular	$2.3697	$0.0000	Buell Fuel
Fulton	Gas Mid Range	$2.4580	$0.0000	Buell Fuel
Genesee	Gas Regular	$2.4457	$0.0000	Sunoco LP
Greene	Gas Regular	$2.4772	$0.0000	Global Montello
Greene	Gas Premium	$2.6532	$0.0000	Global Montello
Herkimer	Gas Regular	$2.5217	$0.0000	Buell Fuel
Herkimer	Gas Premium	$2.7347	$0.0000	Buell Fuel
Jefferson	Gas Regular	$2.6577	$0.0000	Buell Fuel
Jefferson	Gas Mid Range	$2.8480	$0.0000	Buell Fuel
Kings	OPRG (E) Gas Regular	$2.4875	$0.0000	Sprague Operating
Kings	OPRG (E) Gas Premium	$2.6091	$0.0000	Sprague Operating
Livingston	Gas Regular	$2.5152	$0.0000	NOCO Energy
Livingston	Gas Mid Range	$2.6730	$0.0100	NOCO Energy
Madison	Gas Regular	$2.4550	$0.0000	Buell Fuel
Madison	Gas Mid Range	$2.7385	$0.0000	Buell Fuel
Monroe	Flex Fuel (E-85)	No Bid	N/A	N/A
Monroe	Gas Regular	$2.3457	$0.0000	Sunoco LP
Monroe	Gas Mid Range	$2.4685	$0.0000	Sunoco LP
Monroe	Gas Premium	$2.5852	$0.0000	Sunoco LP

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Montgomery	Gas Regular	$2.3425	$0.0000	Buell Fuel
Montgomery	Gas Mid Range	$2.4480	$0.0000	Buell Fuel
Nassau	Flex Fuel (E-85)	$2.5586	$0.0000	Global Montello
Nassau	OPRG (E) Gas Regular	$2.3242	$0.0000	Sprague Operating
Nassau	OPRG (E) Gas Mid Range	$2.3850	$0.0000	Sprague Operating
Nassau	OPRG (E) Gas Premium	$2.4458	$0.0000	Sprague Operating
New York	OPRG (E) Gas Premium	$2.8419	$0.0000	Global Montello
Niagara	Gas Regular	$2.3487	$0.0100	Goetz dba Kurk Fuel
Niagara	Gas Mid Range	$2.5320	$0.0000	Goetz dba Kurk Fuel
Niagara	Gas Premium	$2.6537	$0.0000	Goetz dba Kurk Fuel
Oneida	Gas Regular	$2.5215	$0.0000	Buell Fuel
Oneida	Gas Mid Range	$2.6959	$0.0000	Buell Fuel
Onondaga	Flex Fuel (E-85)	No Bid	N/A	N/A
Onondaga	Gas Regular	$2.5402	$0.0000	Mirabito Energy
Ontario	Gas Regular	No Bid	N/A	N/A
Ontario	Gas Mid Range	No Bid	N/A	N/A
Ontario	Gas Premium	No Bid	N/A	N/A
Orange	Flex Fuel (E-85)	$2.5737	$0.0000	Global Montello
Orange	OPRG (E) Gas Regular	$2.5167	$0.0000	Global Montello
Orange	OPRG (E) Gas Mid Range	$2.5626	$0.0000	Global Montello
Orange	OPRG (E) Gas Premium	$2.5884	$0.0000	Global Montello
Orleans	Flex Fuel (E-85)	No Bid	N/A	N/A
Orleans	Gas Regular	$2.3752	$0.0500	Goetz dba Kurk Fuel
Oswego	Flex Fuel (E-85)	No Bid	N/A	N/A
Oswego	Gas Regular	$2.5397	$0.0650	NOCO Energy
Oswego	Gas Mid Range	$2.6175	$0.0650	NOCO Energy
Otsego	Gas Regular	$2.4692	$0.0000	Buell Fuel
Putnam	OPRG (E) Gas Regular	$2.5105	$0.0000	Global Montello
Putnam	OPRG (E) Gas Mid Range	$2.5564	$0.0000	Global Montello
Putnam	OPRG (E) Gas Premium	$2.6422	$0.0000	Global Montello
Queens	OPRG (E) Gas Regular	$2.3744	$0.0000	Sprague Operating
Queens	OPRG (E) Gas Mid Range	$2.4352	$0.0000	Sprague Operating
Queens	OPRG (E) Gas Premium	$2.4960	$0.0000	Sprague Operating
Rensselaer	Flex Fuel (E-85)	$2.5432	$0.0000	Global Montello
Rensselaer	Gas Regular	$2.3753	$0.0000	Global Montello
Rensselaer	Gas Mid Range	$2.4373	$0.0000	Global Montello
Richmond	OPRG (E) Gas Regular	No Bid	N/A	N/A
Rockland	Flex Fuel (E-85)	$2.5614	$0.0000	Global Montello
Rockland	OPRG (E) Gas Regular	$2.5044	$0.0000	Global Montello
Rockland	OPRG (E) Gas Mid Range	$2.5503	$0.0000	Global Montello
Rockland	OPRG (E) Gas Premium	$2.6361	$0.0000	Global Montello
Saratoga	Gas Regular	$2.4216	$0.0000	Global Montello
Saratoga	Gas Mid Range	$2.4936	$0.0000	Global Montello
Saratoga	Gas Premium	$2.6576	$0.0000	Global Montello
Schenectady	Gas Regular	$2.4248	$0.0000	Global Montello

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Schenectady	Gas Mid Range	$2.4368	$0.0000	Global Montello
Schoharie	Gas Regular	$2.4152	$0.0000	Buell Fuel
Schuyler	Gas Regular	$2.5917	$0.0000	Sunoco LP
Seneca	Flex Fuel (E-85)	No Bid	N/A	N/A
Seneca	Gas Regular	$2.7447	$0.0000	Buell Fuel
Seneca	Gas Mid Range	$2.8430	$0.0000	Buell Fuel
Seneca	Gas Premium	$2.9647	$0.0000	Buell Fuel
St. Lawrence	Flex Fuel (E-85)	No Bid	N/A	N/A
St. Lawrence	Gas Regular	$2.5602	$0.1000	MX Petroleum
Steuben	Gas Regular	$2.5717	$0.0000	Sunoco LP
Steuben	Gas Mid Range	$2.6695	$0.0000	Sunoco LP
Suffolk	Flex Fuel (E-85)	$2.5415	$0.0000	Sprague Operating
Suffolk	OPRG (E) Gas Regular	$2.3304	$0.0000	Sprague Operating
Suffolk	OPRG (E) Gas Mid Range	$2.3912	$0.0000	Sprague Operating
Suffolk	OPRG (E) Gas Premium	$2.4520	$0.0000	Sprague Operating
Sullivan	Gas Regular	$2.4531	$0.0000	Global Montello
Tioga	Gas Regular	$2.7502	$0.0000	Mirabito Energy
Tompkins	Gas Regular	$2.4897	$0.0000	Buell Fuel
Ulster	Gas Regular	$2.4133	$0.0000	Global Montello
Ulster	Gas Mid Range	$2.4753	$0.0000	Global Montello
Ulster	Gas Premium	$2.6093	$0.0000	Global Montello
Warren	Gas Regular	$2.4050	$0.0000	Global Montello
Warren	Gas Mid Range	$2.4670	$0.0000	Global Montello
Washington	Gas Regular	$2.4652	$0.0000	Main Brothers Oil
Washington	Gas Mid Range	$2.5580	$0.0000	Main Brothers Oil
Wayne	Flex Fuel (E-85)	No Bid	N/A	N/A
Wayne	Gas Regular	$2.5017	$0.0000	Sunoco LP
Wayne	Gas Mid Range	$2.5995	$0.0000	Sunoco LP
Westchester	Flex Fuel (E-85)	$2.5725	$0.0000	Global Montello
Westchester	OPRG (E) Gas Regular	$2.4082	$0.0000	Sprague Operating
Westchester	OPRG (E) Gas Mid Range	$2.4690	$0.0000	Sprague Operating
Westchester	OPRG (E) Gas Premium	$2.5298	$0.0000	Sprague Operating
Wyoming	Gas Regular	$2.4572	$0.0000	Goetz dba Kurk Fuel
Yates	Gas Regular	No Bid	N/A	N/A
Yates	Gas Mid Range	No Bid	N/A	N/A

Automatic Replenishment

Requests for automatic replenishment are preferred in WRITING from an Authorized User, and may be required by the Contractor. Subsequent WRITTEN notification back from the Contractor, will establish automatic replenishment for tanks equal to or larger than 1,000 gallons.
Automatic replenishment for tank capacities less than 1,000 gallons will be at the Contractor's option. If an Authorized User has not received written notification for automatic replenishment from the Contractor, a minimum order charge may apply (see Section 6.10 Minimum Order).

Determination for total gross tank capacity shall include all manifolded tanks.

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If the Contractor, after having accepted the request from an Authorized User and provided written notification back to the Authorized User for automatic replenishment, permits the level of the fuel to fall below the percentages of the total capacity of the purchaser's tank or tanks indicated in the following table, the purchaser shall have the right to purchase sufficient fuel on the open market to fill such tank or tanks and to charge any increase in price paid over the current contract price to the account of the Contractor.

MINIMUM LEVEL	TOTALTANK CAPACITY/GALS
10%	500 TO 5,500
15%	5,501 – AND OVER

The minimum order size of 500 gallons stipulated in Section 6.10 Minimum Order shall not apply to deliveries being made to Authorized Users on an automatic delivery schedule as the contractor controls the frequency, delivery dates, and quantities of the deliveries being made.

Labels

The contractor shall provide fuel content labels/signs for each pumping station.

These labels shall identify significant amounts of alcohols in the fuel and satisfy the requirements of 1NYCRR, Part 224 and 6NYCRR, Part 225. An environmental awareness decal/label shall be provided and displayed on each affected pump.

Price

Pricing will be collected using Attachment 1 – *Pricing* in accordance with the Instructions tab listed within Attachment 1

Prices quoted shall be billed net per gallon, F.O.B. Authorized User storage tanks, including all applicable customs, duties, taxes, including LUST, license fees and surcharges, and as designated by the ordering Authorized User. Bid prices must be expressed in U.S. currency and shall be submitted up to four (4) decimal places (priced in dollars per gallon).

Pricing for contract purchases shall be based on the pricing in effect at the time the Authorized User places the order. Authorized Users that are on automatic delivery, shall be priced on the day of delivery, unless the Authorized User requests a separate delivery from their automatic delivery schedule. The price shall then reflect the day of the order for the separate delivery.

It shall be the Contractor's responsibility to satisfy Authorized User requirements by furnishing blended product when called for during the time period indicated in the Solicitation.

Any special allowances should not be included in the Bid price as they cannot be considered in evaluating
Bids. However, if the Bidder extends such allowances during the term of the Contract to Federal, State, Local Governments or to commercial users in the normal course of doing business, New York State requires that such allowances will also be available to the State in the maximum amount extended to others who contract to purchase fuel under similar contractual terms and conditions. Bid prices shall be firm except that price revisions shall be permitted in accordance with the PRICE REVISIONS clause and with respect to certain taxes and duties as follows:

"After-imposed tax" means any new or increased Federal, State and local excise tax or duty, except social security or other employment taxes, on fuel purchased under any contract to be awarded hereunder which the Contractor is required to pay or bear the burden of as the result of legislative, judicial, or administrative action taking effect after the date of contract award.

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"After-relieved tax" means any amount of Federal, State and local excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on fuel purchased under any contract to be awarded hereunder which the Contractor is not required to pay or bear the burden of, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial or administrative action taking effect after the date of contract award.
The Bid price shall include all applicable customs, duties, taxes, license fees and surcharges at stated in Appendix B §8 *Taxes.*

NOTE: The State of New York and its political subdivisions are exempt from New York State and local sales taxes and federal excise taxes.

The price for fuel under any contract to be awarded hereunder shall be increased by the amount of any after-imposed tax, unless the legislative, judicial or administrative act says otherwise, if the Contractor states in writing that such contract price does not include any contingency for such after-imposed tax. Such increase shall be prospective only and becomes effective upon such written notice and on the effective date of the next scheduled price revision.
The price for fuel under any contract to be awarded hereunder shall be decreased by the amount of any after-relieved tax. Such decrease shall be effective when realized or by no later than the next scheduled price revision.

The contract price shall also be decreased by the amount of any excise tax or duty, except social security or other employment taxes that the Contractor is required to pay or bear the burden of or does not obtain a refund of through the Contractor's fault or negligence.

The Contractor shall promptly notify the Procurement Services Contract Management Specialist of all matters relating to any excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price for gasoline.

Ordering

Purchase Orders shall be made in accordance with the terms set forth in Appendix B, *Purchase Orders*. Authorized Users may submit orders over the phone, and, if available, may submit orders electronically via web-based ordering, e-mail, or facsimile at any time. Orders submitted shall be deemed received by Contractor on the date submitted.

All orders shall reference Contract number, requisition, and/or Purchase Order number (if applicable). Upon Contractor's receipt of an order, confirmation is to be provided to the Authorized User electronically or via facsimile. Order confirmation should be sufficiently detailed, and include, at a minimum, purchase price, date of order, delivery information (if applicable), Authorized User name, and sales representative (if applicable).

Purchasing Card Orders

Bidders shall indicate (via Attachment 5 – Bidder Information Questionnaire) if they will accept the New York State Procurement Card. For all purchases executed using a New York State Procurement Card, Contractor shall provide an itemized receipt with each delivery.

If the Contractor accepts orders using the State's Purchasing Card (see Appendix B, Purchasing Card), also referred to as the Procurement Card, the Contractor shall not charge or bill the Authorized User for any additional charges related to the use of the Purchasing Card, including but not limited to processing charges, surcharges or other fees.

Minimum Order

Minimum delivery shall be 500 gallons to each tank at each delivery location (site) as determined by the Delivery Schedule. Minimum order for Motor Transport deliveries shall be 5,500 gallons. Deliveries under 500 gallons are at the Contractor's option, except for tank top-offs for testing.

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All deliveries requested by an Authorized User of less than the minimum order size, including tank top-offs for tank testing, shall qualify for contract pricing. In addition, the following surcharge may be utilized by the Contractor (except for automatic replenishment):

Determination for total gross tank capacity shall include all manifolded tanks. All locations granted a request from the Contractor for "automatic replenishment" per Section 3.6 Automatic Replenishment, shall be exempt from minimum order requirements, including other factors out of the control of Authorized Users (e.g., short filling, mechanical issues, inadequate fuel supply). In no case shall a surcharge be applied to a location while on "automatic replenishment."

Quantity Delivered	Optional Surcharge
Under 500	$50.00

Upon written direction by OGS, an Authorized User shall have one (1) delivery per tank per contract year for tank top-off testing that is exempt from any minimum order surcharge.

If delivering to same property, but to separate tanks, minimum delivery charge will only be applicable if total delivery to property is less than minimum order size.

Invoicing and Payment

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B, *Contract Invoicing*.

The Contractor is required to provide the Authorized User with one invoice for each Purchase Order at the time of delivery. The invoice must include detailed line item information to allow Authorized Users to verify that pricing at point of receipt matches the Contract price on the original date of order. At a minimum, the following fields must be included on each invoice:

- Contractor Name
- Contractor Billing Address
- Contractor Federal ID Number
- NYS Vendor ID Number
- Account Number
- NYS Contract Number
- Name of Authorized User indicated on the Purchase Order
- NYS Agency Unit ID (if applicable)
- Authorized User's Purchase Order Number
- Order Date
- Invoice Date
- Invoice Number
- Invoice Amount
- Product Descriptions
- Unit Price
- Quantity
- Unit of Measure
- Dates of Service/Delivery (if applicable)

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing: https://bsc.ogs.ny.gov/nys-vendors.

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Product Delivery

Delivery of all Contract Products shall be made in accordance with Appendix B, §31 *Product Delivery* and §33 *Shipping/Receipt of Product*. Delivery shall be made as specified and in accordance with instructions furnished with each order, unless otherwise directed in writing. Contractor must be prepared, at all times, to make prompt delivery. Every bid states what the maximum time a delivery will take from the moment of order, but the time shall never exceed forty-eight (48) hours. . In State declared emergencies, fuel must be delivered within eight (8) to twelve (12) hours of notification. Should there be a State declared emergency, an after-hours or weekend emergency, or should an agency run out of fuel at any time creating an emergency situation, the Contractor shall be required to provide product within eight (8) to twelve (12) hours of a telephone call from the agency.

Delivery shall be made in accordance with instructions on the Purchase Order from each Authorized User. If there is a discrepancy between the Purchase Order and what is listed on the Contract, it is the Contractor's obligation to seek clarification from the ordering Authorized User and, if applicable, from OGS, Procurement Services. On occasion, to prevent fuel run outs during storms or other emergency situations, the Contractor must allow Authorized Users the flexibility to manually schedule deliveries to top-off tank inventories. Normal deliveries are considered to be Monday thru Friday (8:00 am - 5:00 pm). Saturday/Sunday deliveries are not standard and are to be made on an emergency basis (and not a regular basis) ONLY, or if a run out is imminent before the next normal delivery day. Delivery of fuel should give first priority to "Human Needs Customers."

Failure to make prompt delivery may result in an Authorized User's submission of a Contract Performance Report to OGS. In addition to any available remedies per Appendix B, Section 48 *Remedies for Breach*, (a), (d) and (e), the Authorized User shall have the right to purchase sufficient fuel on the open market to fill such tank or tanks and to charge any increase in price paid over the current contract price to the account of the Contractor.

Authorized Users shall be responsible for ensuring that tanks are accessible to the Contractor. Authorized Users should also make certain that receiving personnel are available at time of delivery. Failure of the Authorized User to make appropriate delivery arrangements, which prevents the delivery of product upon Contractor's arrival at delivery site, may result in a charge to the Authorized User for the Contractor's transportation costs. The Contractor must notify the Authorized User of the attempted delivery prior to charging for any future delivery attempts for the same circumstance. The Contractor must state the amount that would be charged for the direct cost of this subsequent delivery attempt, and provide supporting documentation that substantiates the direct cost for the failed delivery at the fault of the Authorized User. The Authorized User must agree in writing to any such costs for subsequent delivery attempts, prior to the Contractor making the subsequent delivery. At no time should a charge be applied to an Authorized User for an attempted delivery that failed at no fault of their own.

Method of Delivery

TW: Delivery by tank wagon into storage tanks of less than 5,500 gallons

MT: Minimum delivery of 5,500 gallons to one or more tanks from one fixed location of the delivery vehicle.

All such deliveries shall first be recorded directly into the transporting vehicle.

Delivery Schedules

The delivery schedules, based on Authorized Users' requirements submitted to Procurement Services by Requirement Letter RL215, are available as a guide to indicate proposed delivery points and estimated annual quantities. Bidders are advised that these delivery schedules may be revised up to the date of the bid opening to accommodate the addition and/or deletion of delivery points and quantities and any changes will be posted to the OGS website under Bid Calendar and the Contract Reporter as a Bid Notification Update. Bidders should therefore make note of the revisions. This information is available to clarify delivery conditions, where possible. Any specific questions regarding the site conditions should

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be directed to the end-user via any communication available, as shown on the Delivery Schedule. The Delivery Schedules are attachments in this Solicitation, and any updates, (if any) are available on the OGS website.

Contractors shall be obligated to deliver under the resulting contract to any State agency which places a purchase order (or other ordering mechanism between the Contractor and ordering entity) under said contract, whether or not such delivery location is identified in the delivery schedules. Any political subdivision or other non-State entity which has not filed a requirement with OGS Procurement Services as of the date of the bid, opening shall be eligible to receive deliveries at Contractor's option. This will be done upon placement of a valid purchase order (or other ordering mechanism between the contractor and the ordering entity) to the Contractor's address as indicated in the contract award notification. Contractors must notify OGS Procurement Services of any new business created from Authorized Users request for delivery so that OGS Procurement Services can make adjustments to the delivery schedules to capture these new accounts. All cases shall require Contractors to notify both contract user and OGS Procurement Services of any locations not identified on the Delivery Schedules within thirty (30) days after the first delivery is made. See the "New Accounts" clause of this Solicitation.

At any time during the contract, Contractors may be advised in writing by OGS regarding political subdivisions or other Non-State entities which have filed on a timely basis but do not appear, through no fault of their own, on the delivery schedule.

Filed requirements and delivery schedules may be updated by OGS for any mutually agreed upon extension.

NOTE: On occasion entities may appear on the wrong delivery schedule as entities self-report. For example, a non- State entity may appear on the Agency schedule on occasion or vice versa. OGS Procurement Services does review and seek clarification of information on the delivery schedules but does not catch all errors.

Product Returns and Exchanges

In addition to the provisions of Appendix B Section 34 through 36, *Title and Risk of Loss*, *Product Substitution*, and *Rejected Product*, Products returned or exchanged due to quality problems, duplicated shipments, outdated Product, incorrect Product shipped, Contractor errors otherwise not specified, or Products returned or exchanged due to Authorized User errors, shall be replaced with specified Products or the Authorized User shall be credited or refunded for the full purchase price.

Products shall be replaced within guaranteed delivery times (regular or emergency as applicable) of written notification to the Contractor of the Authorized User's intent to return or exchange the Product. Contractor can charge only a restocking fee for Product returned or exchanged due to Authorized User error that is determined not to be suitable for resale; the restocking fee cannot exceed the net price of the returned or exchanged Product.

Any credit or refund shall be applied against the next bill/invoice submitted by the Contractor to the Authorized User. If no credit or refund, or only a partial credit or refund, is made in such fashion, the Contractor shall pay to the Authorized User the amount of such credit or refund or portion thereof still outstanding, within 30 calendar days of demand.

Guarantee

The Contractor guarantees to furnish adequate protection from damage to Authorized User's buildings, grounds and/or equipment occurring on account of or in connection with, or occasioned by, or resulting from the furnishing and delivering of fuel under the resultant Contract and shall be liable for any damages for which he or his employees are responsible

This liability includes but is not limited to oil spills occurring during delivery. The Contractor shall provide constant surveillance during delivery by having a person in attendance at all times at the point of transfer. Spills of any size shall be immediately reported to the agency Business Office to effect contact

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with a representative of the Department of Environmental Conservation. More information can be viewed at: http://www.dec.ny.gov/chemical/8428.html

A call can be placed twenty-four (24) hours a day with the New York State Oil Spill Hotline at 1-800-457-7362.

Engineering Service

Contractor must be prepared at all times to furnish engineering service when so requested and/or to investigate a complaint and report to the Authorized User and OGS on any complaint that might arise in connection with the use of Contractor's fuel in Authorized User(s)equipment. This engineering service will include but not be limited to the diagnosis of fuel related engine problems in the Authorized User's equipment utilizing the Contractor's fuel.

Non-State Agencies Participation in Centralized Contracts

New York State political subdivisions and others authorized by New York State law may participate in Centralized Contracts. These include, but are not limited to, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B, *Participation in Centralized Contracts*. For Purchase Orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the *Price* clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (https://www.ogs.ny.gov/purchase/snt/othersuse.asp). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Services Customer Services at 518-474-6717.

Extension of Use

Any Contract resulting from this Solicitation may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State and the Contractor. Political subdivisions and other authorized entities within each participating state or governmental jurisdiction may also participate in any resultant Contract if such state normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

New Accounts

Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references.

Contractors must notify OGS Procurement Services of any new business created from Authorized Users' requests for delivery, so that OGS Procurement Services can make adjustments to the delivery schedules to capture these new accounts. All cases shall require Contractors to notify both contract user and OGS Procurement Services of any locations not originally identified on the Delivery Schedules, within thirty (30) days after the first delivery is made.

Centralized Contract Modifications

A. OGS, an Authorized User, or the Contractor may suggest modifications to the Centralized Contract or its Appendices. Except as specifically provided herein, modifications to the terms and conditions set forth herein may only be made with mutual written agreement of the parties. Modifications may take the

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form of an update or an amendment. "Updates" are changes that do not require a change to the established Centralized Contract terms and conditions. A request to add new Products at the same or better price level is an example of an update. "Amendments" are any changes that are not specifically covered by the terms and conditions of the Centralized Contract, but inclusion is found to be in the best interest of the State. A request to change a contractual term and condition is an example of an amendment.

B. Updates to the Centralized Contract and the Appendices may be made in accordance with the contractual terms and conditions to incorporate new Products, make price level revisions, delete Products, or to make such other updates to the established Centralized Contract terms and conditions, not resulting in a change to such terms and conditions, which are deemed to be in the best interest of the State.

C. OGS reserves the right to consider modifications which are not specifically covered by the terms of the Centralized Contract, but are judged to be in the best interest of the State. Such modifications are deemed amendments to the Centralized Contract and may require negotiations between Contractor and OGS before execution.

D. Modifications proposed by OGS or an Authorized User, including updates and amendments, shall be processed in accordance with the terms of the Centralized Contract and Appendix B, *Modification of Contract Terms*.

Drug and Alcohol Use Prohibited

For reasons of safety and public policy, in any Contract resulting from this Solicitation, the use of alcoholic beverages or illegal drugs by the Contractor's personnel shall not be permitted in performance of the Contract.

Traffic Infractions

Neither the State nor Authorized Users will be liable for any expense incurred by the Contractor's personnel for any parking fees or as a consequence of any traffic infraction or parking violation attributable to employees of the Contractor in performance of the Contract.

Requests for Samples By Authorized Users

Requests for samples by Authorized Users require the consent of the Contractor. Where Contractor refuses to furnish a sample, Authorized User may, in its sole discretion, make a determination on the performance capability of the Product or on the issue in question.

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State of New York
Office of General Services
PROCUREMENT SERVICES
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.:_____ **Contractor.**_____

Describe Product* Provided (Include Item No., if available):_____

***Note**: "**Product**" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments:_____

_____

_____

_____(over)

Agency:_____ Prepared by:_____

Address:_____ Title:_____

_____ Date:_____

_____ Phone:_____

_____ E-mail:_____

Please return via e-mail to OGS.sm.ps_CM_FleetFuelRoads@ogs.ny.gov or mail to:

NYS Office of General Services
Procurement Services
Attn: Fuels Team
38th FL, Corning Tower, ESP
Albany, New York 12242
* * * * *

Attachment: DOC120723-12072023112729 (RES-2023-1032 : Authorize Supervisor to Sign GOETZ ENERGY CORP. FUEL CONTRACT

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28337 **RESOLUTION 2023-1033** **ADOPTED**

Clerk Typist/Court

Please appoint a Clerk Typist to the Court. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective December 19, 2023 at an annual salary of $29,058, Grade 2, Step A for Lucia Bordonaro-Hamilton.

Replacing an employee who resigned.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28339 **RESOLUTION 2023-1034** **ADOPTED**

Laborer/Youth & Recreation (2 Positions)

Please appoint (2) two Laborers to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective December 19, 2023 at an hourly rate of $17.40 ph, Grade 3, Step A for Frank Pieber and Matthew Luraschi.

Contingent upon completing all pre-employment requirements.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28340 **RESOLUTION 2023-1035** **ADOPTED**

Refuse Control Officer/Highway Department

Please appoint a Refuse Control Officer to the Highway Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective December 19, 2023 at an annual salary of $55,288, Grade 13, Step C for Anthony Paterno.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28352 **RESOLUTION 2023-1036** **ADOPTED**

Messenger/Building Maintenance/Facilities

Please appoint a Messenger to the Building Maintenance/Facilities Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective January 2, 2024 at an hourly rate of $15.71, Grade 2, Step C for Jennifer Bennett.

Contingent upon completing all pre-employment requirements.

Replacing an employee who is retiring.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28353 **RESOLUTION 2023-1037** **ADOPTED**

Laborer/Building Maintenance/Facilities

Please appoint a Laborer to the Building Maintenance/Facilities Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective January 2, 2024 at an hourly rate of $17.40, Grade 3, Step A for Andrew Bezinque.

Contingent upon completing all pre-employment requirements.

Replacing an employee who retired.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28338 **RESOLUTION 2023-1038** **ADOPTED**

Public Safety Dispatcher/Central Fire Alarm

Please appoint a Public Safety Dispatcher to Central Fire Alarm. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective December 19, 2023 at an hourly rate of $22.542, Step 1 for Matthew Avery.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

Due to an employee being promoted.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28341 **RESOLUTION 2023-1039** **ADOPTED AS AMENDED**

Police Officer/Police Department (5 Positions)

Please appoint ~~six~~ ~~(6)~~ five (5) Police Officers to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII (c). Effective January 15, 2024 at an annual salary of $67,171. Contingent upon successful completion of all pre-employment requirements and Erie County Civil Service Rules and Regulations for Daniel Lalama, Erica Vollmer, Matthew Genau, Kyle Harris and Owen Davis.

Replacing employees due to retirements and a resignation.

12/18/2023
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Berger. A motion to amend was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

RESULT:	**ADOPTED AS AMENDED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28354 **RESOLUTION 2023-1040** **ADOPTED**

Detective/Police Department

Please appoint a Detective to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective January 4, 2024 at an annual salary of $100,741 for Katherine Frieh.

This appointment fills a vacancy from a retirement and is a promotion for an employee serving as Police Officer.

12/18/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 28356 **RESOLUTION 2023-1041** **ADOPTED**

To Authorize the Community Development Staff to Exceed the $60,000 Total Loan Limit for Housing Rehabilitation Assistance

WHEREAS, Town Community Development staff originates and approves housing rehabilitation loans up to $60,000 for eligible homeowners using HOME & CDBG funds; and

WHEREAS, a homeowner(s) on Hancock Drive needs substantial work done to her home and has a previous HUD loan of $13,000; and

WHEREAS, the homeowner has substantial equity in the property; and

WHEREAS, Community Development staff is requesting permission to extend additional housing rehabilitation loan funds to this homeowner not to exceed a total of $50,000;

NOW THEREFORE, be it resolved that the Town of Amherst authorizes Community Development staff to exceed the $60,000 total loan limit using CDBG funding for this household, not to exceed a total loan amount of $50,000 for the new work proposed.

12/18/2023
Consent

FINANCIAL IMPACT:

Fiscal Impact Statement: Adoption of the proposed resolution involves no monetary consideration and will have no impact on the Town Budget or tax rate.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Amherst

Town of Amherst Planning Department — Erie County, New York

Brian J. Kulpa, Supervisc
Daniel C. Howard, AICI
Planning Director
Daniel J. Ulatowski, AIC
Assistant Planning Direc

December 12, 2023

Agenda of December 18, 2023

Honorable Town Board
5583 Main Street
Williamsville, NY 14221

Subject: Request to exceed $60,000 loan limit on Hancock Drive

Honorable Members:

Community Development Program staff is requesting permission to exceed the $60,000 total loan limit to assist a household on Hancock Drive. The homeowner needs substantial rehabilitation work done to the home that includes new windows; lead-based paint remediation; a new roof on the house and garage; sewer line; sump pump replacement; and interior painting.

Staff requests permission to provide up to, but not to exceed $50,000 in additional CDBG loan funds. The homeowner has one existing HUD loan on the property for $13,350 but retains substantial equity. The CDBG funds are allocated to the Town by the U.S. Department of Housing & Urban Development and are not part of the Town's overall operating budget. The expenditure of these funds in accordance with federal regulations has no direct fiscal impact on the Town.

We would appreciate an indication from the Board of its willingness to extend additional housing rehabilitation loan funds to this household before we authorize the homeowner to commence with the proposed work. Attached is a resolution for your consideration.

Thank you.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

X:\Community Development\Housing_Rehabilitation_Program_Letter Templates\Town Letters\Exceed Funding (Letter-Form) [Town].docx

Attachment: signed exceed tb letter 12.12.23 (RES-2023-1041 : Request to Exceed the $60,000 Loan Limit for Community Development)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 28344 **RESOLUTION 2023-1042** **ADOPTED**

Grant Agreement Purchase of Drones & Accessories (CRS #4432) New York State Division of Criminal Justice Services (NYSDCJS)

TOWN BOARD AGENDA ITEM: DECEMBER 18, 2023

TO: **Town Board**

FROM: **Scott P. Chamberlin, Chief of Police**

RE: **Grant Agreement**
Purchase of Drones & Accessories (CRS #4432)
New York State Division of Criminal Justice Services (NYSDCJS)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached grant agreement between the Town of Amherst (Police) and the New York State Division of Criminal Justice Services (NYSDCJS) with regard to the above-entitled matter. This agreement has successfully completed the Contract Routing Process.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: December 18, 2023)**

12/18/2023
Consent

FINANCIAL IMPACT:

A3128 .03089: ($25,000.00) Grant Funding

No Matching Funds Required

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address):

Division of Criminal Justice Services

Alfred E. Smith Building
80 S. Swan St.
Albany, NY 12210

BUSINESS UNIT/DEPT. ID: DCJ01

CONTRACT NUMBER: DCJ01-T00822GG-1090000

CONTRACT TYPE:

- [ ] Multi-Year Agreement
- [ ] Simplified Renewal Agreement
- [X] Fixed Term Agreement

CONTRACTOR SFS PAYEE NAME:

AMHERST TOWN OF

TRANSACTION TYPE:

- [X] New
- [ ] Renewal
- [ ] Amendment

CONTRACTOR DOS INCORPORATED NAME:

Amherst, Town of

PROJECT NAME:

Purchase of drones and drone accessories

CONTRACTOR IDENTIFICATION NUMBERS:

NYS Vendor ID Number: 1000003949

Federal Tax ID Number: 166002157

DUNS Number (if applicable): 030212336

AGENCY IDENTIFIER:

CFDA NUMBER (Federally Funded Grants Only):

CONTRACTOR PRIMARY MAILING ADDRESS:

500 John James Audubon Pkwy
Amherst, NY 14228

CONTRACTOR PAYMENT ADDRESS:

- [ ] Check if same as primary mailing address

5583 MAIN ST
WILLIAMSVILLE, NY 14221

CONTRACT MAILING ADDRESS:

- [X] Check if same as primary mailing address

CONTRACTOR STATUS:

- [ ] For Profit
- [X] Municipality, Code:
- [ ] Tribal Nation
- [ ] Individual
- [ ] Not-for-Profit

Charities Registration Number:

Exemption State/Code:

- [ ] Sectarian Entity

Attachment: Grant Agreement for CRS Routing 11.20.2023 (RES-2023-1042 : Grant Agreement: Drones (CRS# 4432))

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:

From: 04/01/2023 To: 08/31/2024

CURRENT CONTRACT PERIOD:

From: 04/01/2023 To: 08/31/2024

AMENDED TERM:

From: To:

AMENDED PERIOD:

From: To:

CONTRACT FUNDING AMOUNT

(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):

CURRENT: $25,000.00

AMENDED:

FUNDING SOURCE(S)

- [X] State
- [ ] Federal
- [ ] Other

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT AND FUNDING AMOUNT:

(Out years represents projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

Attachment: Grant Agreement for CRS Routing 11.20.2023 (RES-2023-1042 : Grant Agreement: Drones (CRS# 4432))

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS PART OF THIS AGREEMENT:

Attachment A:

- [X] A-1 Program Specific Terms and Conditions
- [ ] A-2 Federally Funded Grants

Attachment B:

- [X] B-1 Expenditure Based Budget
- [ ] B-2 Performance Based Budget
- [ ] B-3 Capital Budget
- [ ] B-4 Net Deficit Budget
- [ ] B-1 (A) Expenditure Based Budget (Amendment)
- [ ] B-2 (A) Performance Based Budget (Amendment)
- [ ] B-3 (A) Capital Budget (Amendment)
- [ ] B-4 (A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other:

Attachment: Grant Agreement for CRS Routing 11.20.2023 (RES-2023-1042 : Grant Agreement: Drones (CRS# 4432))

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this Master Contract on the dates below their signature.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR:

AMHERST TOWN OF

By: _____

_____

Printed Name

Title: _____

Date: _____

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Master Contract.

STATE AGENCY:

Division of Criminal Justice Services

_____

By: _____

_____

Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

Contract Number: # DCJ01-T00822GG-1090000

Attachment: Grant Agreement for CRS Routing 11.20.2023 (RES-2023-1042 : Grant Agreement: Drones (CRS# 4432))

STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds $50,000 (or $85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

***Budget Changes*:** An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

Attachment: Grant Agreement for CRS Routing 11.20.2023 (RES-2023-1042 : Grant Agreement: Drones (CRS# 4432))

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2[1], Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2[2], Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

[1] To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

[2] To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

Attachment: Grant Agreement for CRS Routing 11.20.2023 (RES-2023-1042 : Grant Agreement: Drones (CRS# 4432))

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

   a) by certified or registered United States mail, return receipt requested;

   b) by facsimile transmission;

   c) by personal delivery;

   d) by expedited delivery service; or

   e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the

Attachment: Grant Agreement for CRS Routing 11.20.2023 (RES-2023-1042 : Grant Agreement: Drones (CRS# 4432))

Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from

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any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.[3]

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent that the Master Contract is funded in whole or part with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

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[3]As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. *General Renewal*: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. *Renewal Notice to Not-for-Profit Contractors*:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

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C. Termination:

1. *Grounds*:

a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. *Notice of Termination*:

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

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b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. ***Effect of Notice and Termination on State's Payment Obligations*:**

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property*:

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

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III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.

3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.

5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

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B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).

2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

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The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:[4] Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:[5] Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:[6] Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:[7] The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

[4] A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.
[5] Fee for Service is a rate established by the Contractor for a service or services rendered.
[6] Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.
[7] Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

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h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:[8] Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number,

[8] Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

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(ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

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2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report* (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

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(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

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2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting

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Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any

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Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. *General*:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders,

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detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. *Cost Allocation*:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. *Federal Funds*: For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

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F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility

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Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

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2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;

3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than $1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

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b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may

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obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

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a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non- responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:[9] If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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[9] Not applicable to not-for-profit entities.

ATTACHMENT A-1, PROGRAM SPECIFIC TERMS AND CONDITIONS

1. Designees

A. The designated Program Office, for the purpose of notice as referenced in the Standard Terms and Conditions, Section I(J)(2), shall be:

NYS Division of Criminal Justice Services (DCJS)
Office of Program Development and Funding
80 S. Swan St.
Albany, NY 12210

B. For the purpose of refunds as referenced in the Standard Terms and Conditions, Section III(E)(1)(2), refunds shall be submitted to:

NYS Division of Criminal Justice Services
Office of Financial Services, Grants Unit
80 S. Swan St.
Albany, NY 12210

C. The Contractor's Designee, for the purpose of notice as referenced in the Standard Terms and Conditions, Section I(J)(3), shall be the same as indicated on the Face Page of the Master Grant Contract.

2. Contractual Obligations

The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation, unless otherwise approved in writing by both parties' signatories or their designees.

3. Budget Amendments

Budget amendments for expenditure based contracts are governed in accordance with Section I.B of the Master Grant Contract and also as follows:

Requests for any budget modifications shall be made in writing by an authorized representative of the Contractor and must be approved in writing by DCJS.

A. For contracts with a total value of $200,000 or less, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than ten percent.

B. For contracts with a total value greater than $200,000, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than five percent.

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For budget modifications involving amounts above the thresholds established in the paragraphs above, including multiple budget modifications that cumulatively exceed the thresholds provided above, a budget amendment setting forth the proposed new budget will be required to be submitted and approved within the applicable state grants management system before the next payment will be approved.

Any other budget changes not covered in paragraphs A. or B. (above), such as modifications within budget cost categories or changes in the number, title, job duties or rate of remuneration of project staff or changes under the thresholds for a formal amendment, shall be requested by the Contractor and approved via email by DCJS. Such approval shall be retained by the Contractor. DCJS reserves the right to require a formal budget amendment to be submitted and approved within the applicable state grants management system when deemed to be in the best interest of the State.

C. Grant Amendment Requests (GAR) for Performance-Based Contracts

For performance-based contracts, the Contractor shall request reallocations of milestones from the state DCJS Office of Program Development and Funding (OPDF) within 30 days of the close of each contract quarter, or no later than 45 calendar days after the end of the last quarter of a contract budget term, to adjust any milestones and/or outcomes to reflect actual achievements. If the reallocation request is approved, the reimbursement will be at the agreed upon cost for the milestones and/or outcomes, and shall not exceed the total maximum award amount delineated in the contract for such contract budget term. The reallocation request must also include the completed Grant Amendment Request (GAR) form. The Contractor may request from OPDF within the aforementioned 45 day period an extension of the GAR submission period due to extenuating circumstances. DCJS reserves the right to deny all or part of a GAR reallocation and/or extension request.

4. Time and Effort Reporting

The Contractor shall maintain specific documentation as support for project related personal service costs. For all Contractor's staff whose salaries are paid in whole or in part from grant funds provided under this Master Grant Contract, the Contractor shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher-level position at the end of each time reporting period.

5. Space Rental

Space rental provided by this Master Grant Contract shall be supported by a written lease or other related, DCJS-approved documentation, maintained on file, and made available by the Contractor upon request.

6. Employment of a Consultant

The Contractor's employment of a consultant shall be supported by a written agreement executed by the Contractor and the consultant. A consultant is defined as an individual or organization

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hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement shall be submitted to DCJS and uploaded into the applicable state grants management system no later than the due date of the second quarterly progress report unless otherwise approved by DCJS. All consultant services shall be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written agreements, and documentation justifying the cost and selection of the consultant. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Master Grant Contract and the Contractor shall guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed $650 for an eight-hour day or $81.25 per hour (not including travel and subsistence costs). A rate exceeding $650 per eight-hour day or $81.25 per hour requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

B. Procurement of a consultant shall be undertaken consistent with the procedures outlined in paragraph #7 of this attachment.

C. A Contractor who proposes to obtain consultant services from a vendor without competitive bidding, shall obtain the prior written approval of DCJS. The request for approval shall be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services shall be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice and/or any applicable state or federal agency. DCJS' approval shall be retained by the Contractor and submitted upon request.

D. Notwithstanding the provisions of this section, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all supporting documentation identifying the criminal matter involved, services provided, time commitment and schedule shall be retained by the Contractor and submitted upon request.

7. Procurement

All procurements shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

A. A Contractor that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

B. A Contractor that is a not-for-profit organization shall make all procurements as noted below:

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1. If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

2. A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to $999 at its discretion.

3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $1,000 and $4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.

4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $5,000 and $9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

C. A Contractor that is a state entity shall make all procurements in accordance with State Finance Law Article 11, and any other applicable laws and/or regulations.

D. A Contractor spending in aggregate of $10,000 and above must use a competitive bidding process. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process. Further guidance may be obtained from DCJS.

E. Any Contractor who proposes to purchase from a vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval shall be retained by the Contractor and submitted upon request.

8. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

A. General Provisions

1. The Division of Criminal Justice Services (DCJS) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) for all state Contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

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2. The Contractor to the subject Master Grant Contract (the Contractor and the Contract, respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DCJS, to fully comply and cooperate with the DCJS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (EEO) and contracting opportunities for certified minority and women-owned business enterprises (MWBEs). Contractor's demonstration of good faith efforts pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the Human Rights Law) or other applicable federal, state or local laws.

3. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section G of this Attachment or enforcement proceedings as allowed by the Master Grant Contract.

B. Contract Goals

1. For purposes of this Master Grant Contract, DCJS has established an overall goal of 30% for Minority and Women-Owned Business Enterprises (MWBE) participation which are specified as part of the Master Grant Contract on the Local Assistance MWBE Sub-Contractor Supplier Utilization Form 3301.

2. For purposes of providing meaningful participation by MWBEs on the Master Grant Contract and achieving the Contract Goals established in the Master Grant Contract workplan hereof, the Contractor shall reference the directory of New York State Certified MWBEs found at the following internet address: https://ny.newnycontracts.com/ Additionally, Contractor is encouraged to contact the Division of Minority and Women's Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Master Grant Contract.

3. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Master Grant Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Master Grant Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DCJS for liquidated or other appropriate damages, as set forth herein.

C. Equal Employment Opportunity (EEO)

1. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economics Development (the Division). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

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2. Contractor shall comply with the following provisions of Article 15-A:

   a) Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

   b) The Contractor agrees to the EEO Policy Statement as provided below, or if the Contractor or Subcontractor has its own EEO Policy Statement, it should include the following or similar language:

      i. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

      ii. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Master Grant Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

      iii. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

      iv. The Contractor will include the provisions of (i.) through (iii.) above and Paragraph 5 of this Section 1.C., which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Master Grant Contract.

3. Staffing Plan

   To ensure compliance with this Section, the Local Assistance MWBE Equal Employment Opportunity Staffing Plan Form is required for contracts with a total expenditure in excess of $250,000. The Contractor shall submit the staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Master Grant Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete

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the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the Master Grant Contract.

4. Workforce Employment Utilization Report

   a) If the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form is required, once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DCJS of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DCJS during the term of the Master Grant Contract, for the purpose of reporting the actual workforce utilized in the performance of the Master Grant Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

   b) Separate forms shall be completed by Contractor and any Subcontractor performing work on the Master Grant Contract.

   c) In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Master Grant Contract from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Master Grant Contract.

5. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the Master Grant Contract.

2. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Master Grant Contract pursuant to the prescribed MWBE goals set forth in the Master Grant Contract workplan.

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3. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Master Grant Contract. Upon the occurrence of such a material breach, DCJS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

D. Waivers

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, DCJS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

2. If DCJS, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Master Grant Contract goals and no waiver has been issued in regards to such non-compliance, DCJS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Master Grant Contract Goals.

E. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to DCJS over the term of the Master Grant Contract documenting the progress made towards achievement of the MWBE goals of the Master Grant Contract.

F. Liquidated Damages – MWBE Participation

1. Where DCJS determines that Contractor is not in compliance with the requirements of the Master Grant Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of contract and DCJS may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

2. Such liquidated damages shall be calculated as an amount equaling the difference between:

   a) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
   b) All sums actually paid to MWBEs for work performed or materials supplied under the Master Grant Contract.

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3. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DCJS, Contractor shall pay such liquidated damages to the DCJS within thirty (30) days after they are assessed by the DCJS unless prior to the expiration of such thirtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DCJS.

G. M/WBE AND EEO Policy Statement

The Contractor agrees to adopt the following policies with respect to the project being developed or services rendered in this Master Grant Contract with the Division of Criminal Justice Services:

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participation goals set by the State for that area in which the State-funded project is located, by taking the following steps:

1. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

2. Request a list of State-certified M/WBEs from the Division of Minority and Women's Business Development and solicit bids from them directly.

3. Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

4. Where feasible, divide the work into smaller portions to enhance participation by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

5. Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

6. Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

1. This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities

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without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

2. This organization shall state in all solicitation or advertisements for employees that in the performance of the Master Grant Contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability or marital state.

3. At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

4. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

5. This organization will include the provisions of sections (1.) through (4.) above in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Master Grant Contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this Master Grant Contract.

9. Equipment Inventory

Applicable equipment purchased with funds provided by this Master Grant Contract as listed in Attachment B-1, shall be assigned a unique inventory number. The Contractor shall list all equipment purchased with such funds on the Equipment Inventory Form and attach it in the applicable state grants management system at the time the last program progress report is filed or sooner. Items of equipment costing less than $500 do not need to be listed on the Equipment Inventory Form although the Contractor is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Contractor, DCJS will permit continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a public safety program, unless otherwise notified by DCJS.

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10. Accounting and Audits

A. Grant funds may be expended only for purposes and activities set forth in this Master Grant Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures.

B. In addition to all other contract terms and conditions contained herein, performance-based Contractors must be able to document that they expended at least 90% of their program operating budget on program expenses specific to the contracted program. Any short-fall in documented expenditures below the 90% threshold will be subject to recoupment by DCJS.

C. If the Contractor receives funding from two or more sources, all necessary steps shall be taken to ensure that grant funds are not co-mingled with any other grantee funds, and that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts.

D. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

E. Contractor agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

F. This Master Grant Contract may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Master Grant Contract. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Master Grant Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by any applicable Federal, State, and DCJS guidelines.

11. Non-Compliance

DCJS reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Master Grant Contract or other grant contracts between the Contractor and DCJS or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgment, the services provided by the Contractor under the Master Grant Contract are unsatisfactory or untimely. DCJS shall provide the Contractor with written notice of noncompliance. Upon the Contractor's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Master Grant Contract, recoup funds and recover any assets purchased with the proceeds of this Master Grant Contract. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with the terms of the Master Grant Contract.

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12. Program Income

Program income is gross income earned by the Contractor that is directly generated by a supported activity or earned as a result of the grant award during the period of performance. Program income earned by the Contractor during the funding period as a direct result of the grant award shall be reported in writing to DCJS in a manner or format prescribed by DCJS, in addition to any other applicable reporting requirements. This includes income received from seized and forfeited assets, cash, the sale of grant purchased property, royalties, fees for services, and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Attachment C. The Contractor shall report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated using these grant funds shall be used to enhance the grant project.

13. Lapsing Appropriations

Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

14. Refunds

If at the end of this Master Grant Contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Contractor, the Contractor shall submit a certified check or money order for the unexpended balance payable to the order of the **State of New York** and return it to the DCJS Office of Financial Services at the address in Section 2.B of this attachment with its final fiscal cost report by the last day of the month following the end of the contract period.

15. Limit on Overtime Earnings

If Attachment B-1, Expenditure Based Budget, makes provisions for overtime payment, the Contractor shall limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Master Grant Contract. Prior written approval from DCJS is required for overtime charges in excess of the 25 percent (25%) limit. A copy of DCJS' written approval shall be retained by the Contractor and submitted upon request.

16. Subawards/Subcontractors

None of the goals, objectives or tasks set forth in Attachment C shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application in the applicable grants management system, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Master Grant Contract makes provisions for the Contractor to subgrant funds to other recipients, the Contractor agrees that all subcontractors shall be held accountable by the Contractor for all terms and conditions set forth in this Master Grant Contract. The Contractor

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further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Master Grant Contract and the Contractor shall guarantee the work of any subcontractor.

The Contractor agrees that all subcontractor arrangements shall be formalized in writing between the parties involved; and shall include at a minimum:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the agreement;
- Master Grant Contract for Grants - Standard Terms and Conditions, Attachment A-1, Attachment A-2 (if applicable), Attachment D and any special conditions set forth in the Master Grant Contract; and
- Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Contractor will not be reimbursed for subgranted funds unless all expenditures by a subcontractor are listed on applicable forms. Backup documentation for such expenditures shall be made available upon request. All expenditures shall be programmatically consistent with the goals and objectives of this Master Grant Contract and with the financial plan set forth in Attachment B-1 or B-2.

17. Work Product Ownership and Distribution/DCJS Logo

Any work products developed under this Master Grant Contract by the Contractor shall be the exclusive property of DCJS and Contractor may not assert a copyright to any work products developed. Any work products shall not be disseminated by any means, in whole or in part, unless express written permission in advance is granted by the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and Contractor adheres to any conditions or limitations with respect to usage. Where Contractor uses their pre-existing materials in connection with this Master Grant Contract, DCJS may use any said material, in whole or in part, with proper attribution to the Contractor.

No materials or presentations resulting from Master Grant Contract activities nor any Contractor's website or social platform may use the DCJS logo in any form without the prior written approval from the Executive Deputy Commissioner of DCJS or his/her designee. Requests for such approval shall be submitted in writing to the DCJS Deputy Commissioner of the Office of Program

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Development and Funding (OPDF) and/or DCJS General Counsel at least thirty (30) calendar days before requested use. DCJS' determination of any requests shall be made on a case-by-case basis.

18. Delayed Implementation

Contractor agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report in writing to the DCJS Office of Program Development and Funding (OPDF) the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Contractor will submit a second written report to OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

19. Changes at the Discretion of DCJS

This Master Grant Contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Division of Criminal Justice Services.

20. Non-Supplanting

The Contractor shall not deliberately reduce funds available for a stated purpose because of the availability of funds under this grant. Funds shall be used to supplement, not supplant, non-Federal funds that would otherwise be available for grant activities. Additionally, a grantee may not reduce State, local, or other non-Federal funds that have been allocated for such permissible activity because Federal funds are available (or expected to be available) to fund that same activity. State and Federal funds must be used to supplement existing State, local or other funds for program activities. Non-supplanting does not apply to grants made with State funds where DCJS receives a Legislative Initiative Form (LIF) from the State Legislature.

21. SAFETNet

The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered county or municipal government agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the county or municipal government agency agrees to participate in the Upstate New York State Intelligence Center (NYSIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

22. Compliance with New York State Policies and Standards

All information management software which a Contractor may purchase, utilize or develop with funds provided under the terms of this Master Grant Contract shall comply with all applicable New York State Office of Information Technology Services security policies and related standards located at:

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http://www.its.ny.gov/tables/technologypolicyindex.htm/security

In addition, all such information management software and/or hardware which a Contractor may purchase, utilize or develop with funds provided under the terms of this Master Grant Contract shall comply with established DCJS standards as outlined in the following documents:

A. New York State Criminal Justice Electronic Biometric Transmission Standard

B. New York State Standard Practices for the Processing of Fingerprintable Criminal Cases

C. New York State Standard Practices for Fingerprinting Juveniles

The latest versions of these documents referenced above can be accessed on the DCJS website at:

http://criminaljustice.ny.gov/advtech/ebts.pdf

http://www.criminaljustice.ny.gov/stdpractices/main_menu.htm

http://www.criminaljustice.ny.gov/stdpractices/jj/nys-standard-practices-for-processing-fingerprinting-juveniles.pdf

or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

23. IJPortal

Contractors who are law enforcement agencies shall enroll as a user of the Integrated Justice Portal (IJPortal) and make use of the IJPortal services as applicable.

24. DCJSContact Directory

Contractor shall enroll as applicable in the DCJSContact Directory established and administered by the Division of Criminal Justice Services. DCJSContact is a free-of-charge statewide email directory used to alert the law enforcement community to the availability of free law enforcement training courses and materials, legal updates, and officer safety bulletins, among others. Information regarding enrollment in the DCJSContact Directory can be obtained by accessing the enrollment form at http://www.surveygizmo.com/s3/3351854/DCJS-Contact-Enrollment-Form.

25. Incident-Based Reporting (IBR)/UCR Data Entry Interface

Incident-Based Reporting (IBR) agencies are required to use the IJPortal IBR Submission interface to upload their monthly NYSIBR extract file, and the IJPortal UCR Data Entry Interface to submit their monthly Hate Crime and Law Enforcement Officers Killed or Assaulted (LEOKA) reports.

Summary (UCR) reporting agencies are required to use the IJPortal UCR Data Entry Interface to submit all monthly UCR reports including the Return A (Monthly Offenses known to Police), Arrests of Persons 18 and Over, Arrests of Persons Under 18, Supplemental Homicide Report (SHR), Arson, Hate Crime, and the Law Enforcement Officers Killed or Assaulted (LEOKA).

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Law enforcement agencies are required to submit all monthly crime reports to DCJS through the Integrated Justice Portal (IJPortal) IBR/USR Reporting Interface within 30 calendar days after the close of the reporting period. Failure to submit this information may result in grant funds being withheld.

Instructions for accessing and submitting crime reports through the IJPortal can be found at: http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf

All law enforcement agencies shall stay current with their monthly submissions. When the police department is unable to submit the data within 30 days, the Chief shall submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

Law enforcement agencies shall submit full UCR Part 1 crime reports, including supplemental homicide reports, to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting System (IBR). Quick Reports will not be accepted. Failure to submit this information may result in grant funds being withheld.

UCR agencies shall fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found on-line at: http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/domestic_violence_reporting_alert_5-08-08.pdf . Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of the IBR file.

26. Publications

The Contractor will submit to DCJS for review all proposed publications (written, visual or audio) prior to their public release. Any such publications shall contain the following statement: "This project is supported by a grant from the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services."

27. Sexual Harassment Prevention Policy Certification

As of January 1, 2019, bidders on procurements subject to competitive bidding in New York State, are required to submit a certification with every bid that states they have a policy addressing sexual harassment prevention and that they provide sexual harassment training to all employees on an annual basis.

Pursuant to State Finance Law §139-l, bidders responding to a competitively bid Request for Proposal (RFP), must certify that by submission of their bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention

Attachment: Grant Agreement for CRS Routing 11.20.2023 (RES-2023-1042 : Grant Agreement: Drones (CRS# 4432))

training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Bidders that do not certify will not be considered for award; provided however, that if the bidder cannot make the certification, the bidder provides a signed statement with their bid detailing the reasons why the certification cannot be made.

In addition, requiring this certification for competitively bid RFPs, DCJS has included this requirement for all grantees receiving funds from DCJS. Grantees must provide certification that they have implemented a written policy addressing sexual harassment prevention in the workplace and that they provide annual sexual harassment prevention training to all of its employees.

The certification form described above is available at
https://www.criminaljustice.ny.gov/ofpa/applcntgrntfrms.html
and is required from grantees as part of the submission in the applicable state grants management system.

28. The following terms and conditions apply only to the Contractors receiving funds under the identified program:

Aid to Crime Labs Program

The Contractor consents to and acknowledges the New York State Inspector General's jurisdiction to investigate allegations of serious negligence or misconduct regarding its Forensic Laboratory, and agrees that the Laboratory and its staff are required to cooperate with the New York State Inspector General in its investigation of what it deems to be allegations of serious negligence or misconduct substantially effecting the integrity of the forensic results committed by employees or sub-contractors of the Laboratory. Nothing in the agreement shall affect or impair the Inspector General's jurisdiction under Article 4-A of the New York State Executive Law.

Contractor agrees to require as part of the agreement with a sub-contractor that the sub-contractor consent to and acknowledge the NYS Inspector General's jurisdiction to investigate allegations of serious negligence or misconduct regarding the sub-contractor and to agree that all of the sub-contractor's staff are required to cooperate with the NYS Inspector General in any investigation of the subject of allegations that may substantially affect the integrity of forensic results committed by employees of the sub-contractor. The contractor further agrees to require as a part of any agreement with a sub-contractor that the sub-contractor designate the Contractor as an agent to accept service for purposes of any investigation conducted by the Inspector General.

Attachment: Grant Agreement for CRS Routing 11.20.2023 (RES-2023-1042 : Grant Agreement: Drones (CRS# 4432))

County Re-entry Task Forces (CRTFs)

The Contractor agrees that, as part of DCJS' crime reduction strategy initiatives, each County Re-entry Task Force will develop a formal interactive relationship with other crime reduction strategies in their county.

The Contractor must work towards the development of a comprehensive array of reentry services within the county to ensure that the individual needs of all returning individuals can be appropriately addressed. The Contractor shall review all services proposed by sub-contractors for compliance with evidence-based practices.

In addition to services designed to meet the basic needs of returning persons, the Contractor will ensure that the county's network of services include those that address criminogenic needs, have been evaluated for effectiveness in achieving their desired outcomes, and comport with evidence-based interventions for people who have offended. Examples include, but are not limited to, the provision of Thinking for a Change (T4C) and Offender Workforce Development Specialist (OWDS) Programming which may be evaluated as part of the contract with the Contractor.

Crimes Against Revenue Program (CARP)

The Contractor, in cooperation with DCJS, the Department of Taxation and Finance (DTF) and/or any other state agencies where applicable, will publicize noteworthy prosecutions to promote deterrence.

The Contractor shall enter into a signed Memorandum of Understanding (MOU) with DTF and other agencies if appropriate, to set forth roles, responsibilities and coordination between the parties, with respect to the investigation and prosecution of tax crimes and other fraud that can adversely affect governmental revenues.

Gun Involved Violence Elimination (GIVE) Initiative

The Contractor agrees that if funding is being provided for the implementation of any other DCJS crime reduction strategies within the same jurisdiction, the implementing agency will coordinate their GIVE strategy with those other initiatives.

Participating agencies receiving funding through the GIVE Initiative will be required to participate in a GIVE program evaluation. This may require agencies to provide DCJS or its contractors with data and information relating to jurisdictional GIVE operations, initiatives, and enforcement efforts.

The Contractor agrees to comply with all program requirements including those outlined within the GIVE Initiative Request for Applications (RFA).

Participating law enforcement agencies receiving GIVE funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition of the federal Violence Against Women Act.

Participating police departments will attend monthly meetings, at a minimum, with the Operation SNUG (also known as Neighborhood Violence Prevention Project) program manager or his/her designee and regional crime analysts to discuss firearms related crime, gang activity, and violence. Meeting frequency may be increased at the discretion of DCJS based on shootings, homicides, and the incidence of violence crime within a jurisdiction.

Attachment: Grant Agreement for CRS Routing 11.20.2023 (RES-2023-1042 : Grant Agreement: Drones (CRS# 4432))

Participating police departments will develop written protocols detailing established procedures to notify the Operation SNUG program manager or his/her designee of all shootings and/or homicides within 24 hours of each incident. The written procedures must be submitted to DCJS with the first Quarterly Progress Report.

Participating police departments will provide DCJS an annual report detailing a year to year comparison of shootings and homicides for the current GIVE contract period and the two preceding GIVE contract periods for the target area(s) and the entire city. This annual comprehensive report will be due on the last day of the month following the expiration date of the contract.

Motor Vehicle Theft and Insurance Fraud (MVTIF) Program

The Contractor shall expend funds in a manner that is consistent with the MVT/MVIF Plans of Operation.

New York State Defenders' Association (NYSDA)

Any income, including interest, arising from state funds paid to the NYSDA shall be used to pay for the cost or expansion of tasks to be performed as part of the NYSDA's programs or projects, provided that all such income shall first be used to reimburse the NYSDA for monies expended from its general fund to support the Backup Center services.

Whenever possible, the NYSDA and its employees shall seek state rates for travel, meals, and lodging. Where such rates are not obtainable. NYSDA employees must provide three quotes demonstrating reasonableness of price for alternate travel, meals, and lodging, except when seeking lodging at the venue of a conference essential to the NYSDA program, in which case the NYSDA shall document the conference arrangements and rates for travel, meals, and lodging.

Upon DCJS request, the NYSDA will arrange for DCJS personnel to attend the NYSDA trainings and conferences offered for the purposes of program and contract monitoring.

The parties to this Master Grant Contract, understand that nothing in this Master Grant Contract shall be construed to preclude or impair the right of the NYSDA attorneys to act in the best interest of their clients. In providing access to records and submitting reports required pursuant to the provisions of this Master Grant Contract, the NYSDA shall, in accordance with its professional responsibility under the New York Rules of Professional Conduct (see 22 NYCRR Pt.1200), protect the confidences and secrets of its clients, including the clients of the attorneys to whom the NYSDA provided assistance or services. No record or report shall be deemed deficient because of the omission of information, the provision of which would result in the disclosure of any such confidences or secrets, or would otherwise compromise the interest of any client.

Attachment: Grant Agreement for CRS Routing 11.20.2023 (RES-2023-1042 : Grant Agreement: Drones (CRS# 4432))

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

SUMMARY

PROJECT NAME: Purchase of drones and drone accessories

CONTRACTOR SFS PAYEE NAME: AMHERST TOWN OF

CONTRACT PERIOD: From: 04/01/2023

To: 08/31/2024

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	$0.00	$0.00	0 %	$0.00	$0.00
b) Fringe	$0.00	$0.00	0 %	$0.00	$0.00
Subtotal	$0.00	$0.00	0 %	$0.00	$0.00
2. Non Personal Services					
a) Contractual Services	$0.00	$0.00	0 %	$0.00	$0.00
b) Travel	$0.00	$0.00	0 %	$0.00	$0.00
c) Equipment	$25,000.00	$0.00	0 %	$0.00	$25,000.00
d) Space/Property & Utilities	$0.00	$0.00	0 %	$0.00	$0.00
e) Operating Expenses	$0.00	$0.00	0 %	$0.00	$0.00
f) Other	$0.00	$0.00	0 %	$0.00	$0.00
Subtotal	$25,000.00	$0.00	0 %	$0.00	$25,000.00
TOTAL	$25,000.00	$0.00	0 %	$0.00	$25,000.00

Attachment: Grant Agreement for CRS Routing 11.20.2023 (RES-2023-1042 : Grant Agreement: Drones

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

PERSONAL SERVICES DETAIL

SALARY					
POSITION TITLE	**ANNUALIZED SALARY PER POSITION**	**STANDARD WORK WEEK (HOURS)**	**PERCENT OF EFFORT FUNDED**	**NUMBER OF MONTHS FUNDED**	**TOTAL**
				Subtotal	
TOTAL FRINGE					
				PERSONAL SERVICES TOTAL	

Attachment: Grant Agreement for CRS Routing 11.20.2023 (RES-2023-1042 : Grant Agreement: Drones

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
TOTAL	

Attachment: Grant Agreement for CRS Routing 11.20.2023 (RES-2023-1042 : Grant Agreement: Drones

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

TRAVEL - TYPE/DESCRIPTION	TOTAL
TOTAL	

Attachment: Grant Agreement for CRS Routing 11.20.2023 (RES-2023-1042 : Grant Agreement: Drones

EQUIPMENT - TYPE/DESCRIPTION	TOTAL
Drones and drone accessories	$25,000.00
TOTAL	$25,000.00

Attachment: Grant Agreement for CRS Routing 11.20.2023 (RES-2023-1042 : Grant Agreement: Drones

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION	TOTAL
TOTAL	

Attachment: Grant Agreement for CRS Routing 11.20.2023 (RES-2023-1042 : Grant Agreement: Drones

SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION	TOTAL
TOTAL	

Attachment: Grant Agreement for CRS Routing 11.20.2023 (RES-2023-1042 : Grant Agreement: Drones

TYPE/DESCRIPTION OF UTILITY EXPENSES	TOTAL
TOTAL	

Attachment: Grant Agreement for CRS Routing 11.20.2023 (RES-2023-1042 : Grant Agreement: Drones

OPERATING EXPENSES - TYPE/DESCRIPTION	TOTAL
TOTAL	

Attachment: Grant Agreement for CRS Routing 11.20.2023 (RES-2023-1042 : Grant Agreement: Drones

OTHER - TYPE/DESCRIPTION	TOTAL
TOTAL	

Attachment: Grant Agreement for CRS Routing 11.20.2023 (RES-2023-1042 : Grant Agreement: Drones

ATTACHMENT C - WORK PLAN

SUMMARY

PROJECT NAME: Purchase of drones and drone accessories

CONTRACTOR SFS PAYEE NAME: AMHERST TOWN OF

CONTRACT PERIOD: From: 04/01/2023

To: 08/31/2024

Project Summary: A high-level overview of the project, including the overall goal and desired outcomes.

The awarded funds will be used to purchase drones, drone batteries, charging cables, charging banks, remote controls, and other drone accessories . Drones provide law enforcement officers the ability to quickly and safely check indoor and outdoor areas that may present dangers to officers or be labor intensive to manually search. They can also be used for aerial photography and videography and enhanced crime scene documentation.

Drones can be used at a variety of law enforcement and public safety incidents. Some types of incidents when drones will be utilized are searches for missing or wanted persons, serious traffic accidents, crowd management situations, and barricaded dangerous individuals.

The drones will be utilized as a tool by trained officers to enhance everyday police function and public safety. They can be used at any time of day or night and will benefit the entire population of the Town of Amherst and Village of Williamsville, which has a combined population of approximately 135,000 people.

Attachment: Grant Agreement for CRS Routing 11.20.2023 (RES-2023-1042 : Grant Agreement: Drones

ATTACHMENT C - WORK PLAN

DETAIL

Objective	
1	Purchase drones to be utilized during Police activities - The APD will purchase drones that can be used during a variety of police activities. The drones can be used for indoor and outdoor incidents in order to enhance public safety, crime prevention, criminal investigations and officer safety.

Tasks	
1.1	Conduct initial drone training - The APD will create a Drone Operations Unit. Members of the unit will receive initial training on the proper use, storage and maintenance of all drones. Training will also be conducted regarding documentation of training records and operations.

Performance Measures

1.1.1	Evaluation and continued training of drone unit - The Drone Operations Unit will conduct regular training to ensure that best practices are being utilized and proper use of drones is being adhered to. After training exercises and live operations, drone performance and utilization will be evaluated.

Attachment: Grant Agreement for CRS Routing 11.20.2023 (RES-2023-1042 : Grant Agreement: Drones

ATTACHMENT D

PAYMENT AND REPORTING SCHEDULE

I. **PAYMENT PROVISIONS**

In full consideration of contract services to be performed the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment, Initial Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of ___ percent (___%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).

2. The State Agency will make an initial payment to the Contractor in the amount of ___ percent (___%) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than ___ days from the beginning of the budget period.

3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period	Amount	Due Date

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (___%) of subsequent claims and such claims will be reduced until the advance or initial payment is fully recovered within the contract period.

Attachment: Grant Agreement for CRS Routing 11.20.2023 (RES-2023-1042 : Grant Agreement: Drones

B. Interim and/or Final Claims for Reimbursement

Claiming Frequency: Quarterly Reimbursement

Number of Days/Claims: 30

For Quarterly, Monthly and Biannual Reimbursement Claim Frequency, the above field represents the number of days after the claim period that the claim is due to the State from the Grantee.

For Interim Reimbursement as Requested by Contractor the Number of Days/Claims is not applicable.

For all other selected Claim Frequency, the Number of Days/Claims represents the number of claims due under the contract and listed in the table below.

Expenditure Period Dates		Due Date
From	To	

Attachment: Grant Agreement for CRS Routing 11.20.2023 (RES-2023-1042 : Grant Agreement: Drones

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (select the applicable report type):

[X] Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

[ ] Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than ___ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

[ ] Expenditure Report

The Contractor will submit, on a quarterly basis, not later than ___ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

[X] Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 30 days after the end of the contract period.

[ ] Consolidated Fiscal Report (CFR) [1]

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

[1] The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

Attachment: Grant Agreement for CRS Routing 11.20.2023 (RES-2023-1042 : Grant Agreement: Drones (CRS# 4432))

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (See Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ___ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is ___. The agency shall complete its audit and notify vendor of the results no later than ___. The Contractor shall submit the report not later than ___ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

Attachment: Grant Agreement for CRS Routing 11.20.2023 (RES-2023-1042 : Grant Agreement: Drones (CRS# 4432))

TABLE 1 - REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED		Due Date
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

Attachment: Grant Agreement for CRS Routing 11.20.2023 (RES-2023-1042 : Grant Agreement: Drones (CRS# 4432))

All requests for reimbursement must reflect actual costs that have been incurred for goods or services that were received by the Contractor during the contract period, or alternatively, the number of milestones achieved during the contract period for performance-based contracts. A purchase order issued without receipt of the items or services is not eligible for reimbursement. Goods or services ordered but not received during the contract period are not eligible for reimbursement. Additionally, the Contractor must have paid for the goods or services in order to be eligible for reimbursement.

A. Contractors must submit all required fiscal reports, supporting documentation and program progress reports as required under Section II. Failure to meet these requirements may result in rejection of the associated voucher, placement of a stop payment or withholding of funds. Final vouchers and required reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

B. If an advance was approved and a contract renewal is permitted, this serves as notification to contractors that advances shall not be automatically renewed. If an advance in subsequent renewal periods is requested, supporting documentation in a manner prescribed by the State Agency is required. The State Agency at its sole discretion shall determine if a subsequent advance is supported. Nothing in this agreement shall require any advance during subsequent renewal periods simply because an advance was approved in the initial or prior contract term.

C. Vouchers (Claims for Payment) shall be submitted in a format acceptable to the State Agency and the Office of the State Comptroller (see http://www.criminaljustice.ny.gov/ofpa/applcntgrntfrms.html). All required reports, such as Fiscal Cost Reports and Detailed Itemization Forms, must be prepared quarterly as defined in Attachment D Section II of this Master Contract. Prior period adjustments shall be reported in the same accounting period that the correction was made. Requests for payment must be accompanied by adequate supporting documentation as determined by the State Agency.

D. All submitted vouchers shall reflect the Contractor's actual disbursements and be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required -- or by milestone achievements for performance based contracts -- and a fiscal cost report for the reporting period. Timely, properly completed and signed vouchers and fiscal cost reports, as well as detailed itemization forms with supporting documentation as required, shall be submitted to:

DCJSGrantsUnitVoucherSubmittal@dcjs.ny.gov

The State Agency reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, the State Agency in its sole discretion, may reduce the voucher payment by the amount disallowed.

E. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services as described above. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. The Contractor must notify the Office of Financial Services in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment interest.

Attachment: Grant Agreement for CRS Routing 11.20.2023 (RES-2023-1042 : Grant Agreement: Drones (CRS# 4432))

NEW YORK STATE | Division of Criminal Justice Services

KATHY HOCHUL
Governor

ROSANNA ROSADO
Commissioner

DEAN DEFRUSCIO
Deputy Commissioner

Grant Award Notice

Grantee/Contractor: Amherst, Town of (Police Department)		**Date: 9/11/2023**
Program Name: Drones		**Award Amount[1]:** $25,000
Contact Name: Chief Scott P. Chamberlin		**Contract Materials Return Date:** Within 30 days of receipt of this award notice
Email: schamberlin@apdny.org		**SFS #** 1000003949
Grants Gateway Contract #: DCJ01-T00822GG-1090000		**Application/Document Info. #:** DCJ01-LG-2021-00310
Period of Performance: - TBD		
Additional Information: Funds will be used to purchase drones and accessories to be used in providing security at large community events, parades, and school functions.		

Grant Questions	
Primary Contact: Chris Lammerts Public Safety Grants Representative 1 NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518-457-5919 Email: chris.lammerts@dcjs.ny.gov	**Secondary Contact:** Katie Nardolillo Public Safety Grants Representative 2 NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518-457-6030 Email: katie.nardolillo@dcjs.ny.gov

Thank you for all the work you do. We look forward to working with you in our continued efforts to safeguard the health and safety of all New York residents and visitors.

Attachment: Instruction Sheet and Legislative Initiative Form

[1] The award amount listed above is contingent upon the completion and submission (as applicable) of all contractual obligations as well as approval by the NYS Division of Budget and execution of the grant contract by the NYS Office of the State Comptroller.

Attachment: Grant Agreement for CRS Routing 11.20.2023 (RES-2023-1042 : Grant Agreement: Drones (CRS# 4432))

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JUL 10 2023
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HELENE E. WEINSTEIN
Chair

STATE OF NEW YORK
THE ASSEMBLY
WAYS & MEANS COMMITTEE
ROOM 409 CAPITOL BUILDING
ALBANY 12248
(518) 455-4026

BLAKE G. WASHINGTON
Secretary

July 7, 2023

Ms. Nicole Schepisi
Public Safety Grant Representative
Office of Program Development & Funding
New York State Division of Criminal Justice Services
80 Swan Street
Albany, NY 12210

Dear Nicole:

Attached are the Legislative Initiative Forms for State Fiscal Year 2023-24 items originally appropriated in Chapter 53 of the Laws of 2021 and Chapter 53 of the Laws of 2022 which were reappropriated within the enacted State Budget pursuant to Chapter 53 of the Laws of 2023, (page 129, lines 29-42 and page134 lines 24-37), and passed by the Assembly within Resolution 714 of 2023. These forms contain the information necessary to initiate the contract process with the grant recipients and should facilitate a timely review of these initiatives by your Agency. The Legislature's intent is to process these contracts through the Division of Criminal Justice Services for the respective grant recipients.

Please do not hesitate to contact me if you have any questions about the materials. I can be reached at (518) 455-4053. If issues or problems arise as you move through the contracting process, it is important that you contact me so that we can work together to resolve them as quickly as possible.

Thank you in advance for your assistance with this process, and I look forward to working with you throughout the year.

Sincerely,

Matt Golden
Principal Deputy Budget Director

Attachments

Attachment: Grant Agreement for CRS Routing 11.20.2023 (RES-2023-1042 : Grant Agreement: Drones (CRS# 4432))

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SFY 2023-2024 LEGISLATIVE INITIATIVE FORM

DIVISION OF CRIMINAL JUSTICE SERVICES

52ND PRECINCT COMMUNITY COUNCIL	$15,0
67TH PRECINCT CLERGY COUNCIL INC.	$35,0
AVENUES FOR JUSTICE, INC.	$20,0
BACK TO BASICS OUTREACH MINISTRIES, INC.	$15,0
BRIDGE MULTICULTURAL AND ADVOCACY PROJECT, INC., THE	$20,0
BRONX COUNCIL ON THE ARTS INCORPORATED, THE	$25,0
BROOKLYN LEGAL SERVICES CORPORATION A	$25,0
BROOKLYN LEGAL SERVICES, INC.	$30,0
BROWNSVILLE THINK TANK MATTERS, INC.	$25,0
BROWNSVILLE THINK TANK MATTERS, INC.	$35,0
CARLTON LOCKSLEY BENNETT FOUNDATION INC.	$20,0
CENTER FOR COMMUNITY ALTERNATIVES, INC.	$50,0
CENTER FOR EMPLOYMENT OPPORTUNITIES, INC.	$50,0
CHOICE OF NEW ROCHELLE, INC.	$50,0
COMMUNITY MEDIATION SERVICES, INC.	$25,0
ELITE LEARNERS, INC.	$10,0
GIRL VOW, INC.	$20,0
GOOD SHEPHERD SERVICES	$30,0
HARLEM MOTHERS STOP ANOTHER VIOLENT END, INC.	$25,0
HOWARD BEACH CIVILIAN OBSERVATION PATROL, INC.	$10,0
JUSTICE FOR FAMILIES, LTD.	$15,0
KING OF KINGS FOUNDATION	$10,0
LEGAL ACTION CENTER OF THE CITY OF NEW YORK, INC.	$75,0
MOBILIZATION FOR JUSTICE INC.	$25,0
NEW YORK CITY HOUSING AUTHORITY	$20,0
NEW YORK COUNTY DEFENDER SERVICES, INC.	$200,0
NEW YORK LEGAL ASSISTANCE GROUP INC.	$25,0
PRISONERS' LEGAL SERVICES OF NEW YORK	$100,0
QUEENS LAW ASSOCIATES NOT-FOR-PROFIT CORPORATON	$45,0
STREET CORNER RESOURCES INC.	$25,0
TOWN OF AMHERST POLICE DEPARTMENT	$25,0
TOWN OF NEWBURGH POLICE DEPARTMENT	$60,0
VILLAGE OF SCOTIA	$50,0
YONKERS POLICE DEPARTMENT	$100,0
DIVISION OF CRIMINAL JUSTICE SERVICES [34 Records]	**$1,310,0**

Attachment: Grant Agreement for CRS Routing 11.20.2023 (RES-2023-1042 : Grant Agreement: Drones (CRS# 4432))

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SFY 2023-2024 LEGISLATIVE INITIATIVE FORM

Legal Name, Address, and Telephone Number:

TOWN OF AMHERST POLICE DEPARTMENT
500 JOHN JAMES AUDUBON PARKWAY
AMHERST, NY 14228
(716) 689-1351

Project Title:

DRONES

Administering Organization:

AMHERST POLICE DEPARTMENT

Amount of Legislative Initiatives Funded for SFY 2023-2024:

$25,000

Purpose of Project:

FUNDS WILL BE USED TO PURCHASE DRONES AND ACCESSORIES TO BE USED IN PROVIDING SECURITY AT LARGE COMMUNITY EVENTS, PARADES, AND SCHOOL FUNCTIONS.

Project Director:

CHIEF SCOTT CHAMBERLIN
CHAMBERLIN@APDNY.ORG

Name of Administering State Agency:

DIVISION OF CRIMINAL JUSTICE SERVICES

Attachment: Grant Agreement for CRS Routing 11.20.2023 (RES-2023-1042 : Grant Agreement: Drones (CRS# 4432))

finance, and approved by the director of the budget (20235) ..... 13,521,000 ..... (re. $8,120,000)

For payment to not-for-profit and government operated programs providing services including but not limited to defendant screening, assessment, referral, monitoring, and case management, to be distributed pursuant to a plan submitted by the commissioner of the division of criminal justice services and approved by the director of the budget. A portion of these funds may be transferred to state operations (39744) ... 946,000 ..... (re. $739,000)

For services and expenses of law enforcement agencies, for gang prevention youth programs in Nassau and/or Suffolk counties and law enforcement agencies may consult with community-based organizations and/or schools, pursuant to a plan by the commissioner of criminal justice services (20238) ... 500,000 ..... (re. $500,000)

For services and expenses related to state and local crime reduction, youth justice and gang prevention programs, including but not limited to street outreach, crime analysis, research, and shooting/violence reduction programs. Funds appropriated herein shall be expended pursuant to a plan developed by the commissioner of criminal justice services and approved by the director of the budget. A portion of these funds may be transferred to state operations and/or suballocated to other state agencies (39797) ..... 10,000,000 ..... (re. $2,812,000)

For additional services of State and local crime reduction, youth justice and gang prevention programs, including but not limited to street outreach, crime analysis, research, and shooting/violence reduction programs. Notwithstanding section twenty-four of the state finance law or any provision of law to the contrary, funds from this appropriation shall be allocated only pursuant to a plan (i) approved by the speaker of the Assembly and the director of the budget which sets forth either an itemized list of grantees with the amount to be received by each, or the methodology for allocating such appropriation, and (ii) which is thereafter included in an assembly resolution calling for the expenditure of such funds, which resolution must be approved by a majority vote of all members elected to the assembly upon a roll call vote (60107) ..... 8,500,000 ..... (re. $8,056,000)

For additional payment to New York state defenders association for services and expenses related to the provision of training and other assistance (20999) ... 1,059,000 ..... (re. $154,000)

For additional payment to prisoners' legal services for services and expenses related to legal representation and assistance to indigent inmates (39709) ... 750,000 ..... (re. $750,000)

For services and expenses of the Albany Law School - Immigration Clinic (39730) ... 150,000 ..... (re. $150,000)

For services and expenses of Legal Services NYC - DREAM Clinics (20968) ... 150,000 ..... (re. $150,000)

For services and expenses of Haitian-Americans United for Progress Inc (60061) ... 150,000 ..... (re. $150,000)

For services and expenses of Neighborhood Legal Services (20393) ..... 400,000 ..... (re. $400,000)

Attachment: Grant Agreement for CRS Routing 11.20.2023 (RES-2023-1042 : Grant Agreement: Drones (CRS# 4432))

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 28345 **RESOLUTION 2023-1043** **ADOPTED**

Grant Agreement Community Policing Funds (CRS #4459) County of Erie

TOWN BOARD AGENDA ITEM: DECEMBER 18, 2023

TO: **Town Board**

FROM: **Scott P. Chamberlin, Chief of Police**

RE: **Grant Agreement**
Community Policing Funds (CRS #4459)
County of Erie

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached grant agreement between the Town of Amherst (Police) and the County of Erie with regard to the above-entitled matter. Approval of this agreement is contingent upon the successful completion of the Contract Routing Process.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: December 18, 2023)**

12/18/2023
Consent

FINANCIAL IMPACT:

T 4012 .02089: ($5,000.00) Grant Funding

No Matching Funds Required

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

CONTRACT

THIS CONTRACT, made as of the 1st day of January, 2021, effective through December 31, 2023, by and between **THE COUNTY OF ERIE**, a municipal corporation of the State of New York, having its principal place of business at 95 Franklin Street, in the City of Buffalo, New York, 14202 (the "County"), and Amherst Police Department (the "Organization"), a not-for-profit corporation, having its principal place of business at 500 John James Audubon Pkwy., Buffalo, NY 14228.

W I T N E S S E T H:

WHEREAS, the County, pursuant to the authority granted to it by Sections 224 and 225 of the County Law and Local Law No. 3-2002, has appropriated funds in the County's 2023 Budget for the purpose of making a conditional grant to the Organization; and

WHEREAS, the County and Organization wish to more specifically define the terms and conditions related to the payment of said conditional grant to the Organization by the County and the obligations of the Organization upon receipt of said conditional grant.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES:

1. The Organization agrees to provide public benefit services for and within Erie County as specified in the Scope of Work which is attached hereto and incorporated herein as **Exhibit A** ("Scope of Work"). No funds granted under this Contract shall be applied to any purposes other than those described in paragraph 22 below.

2. In support of such public benefit services, the County agrees to pay to the Organization, subject to the terms and conditions enumerated herein, an amount not to exceed $5,000 within 30 days of the execution of this Contract.

Payments shall be made on one invoice submitted by the Organization to the Erie County Legislature (the "Department") and approved by the Department. The Department will approve payment once it has received the invoices and signed attestation regarding the Organization's financial documentation as described in **Exhibit B** as "Additional Understandings". The invoice should be dated the same date as the Contract signed by the Organization.

3. This Contract shall be deemed executory only to the extent of funds available as determined by the Budget Director and appropriated by the County for the performance of the terms hereof, and no liability on account thereof shall be incurred by the County beyond such funds. Funds provided pursuant to this Contract shall not be used for any purpose prohibited by law.

This Contract is also subject to further financial analysis of (1) the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Contract; and (2) the impact of any federal government budgetary actions, including but not limited to the "sequestration" process. The County shall retain the right, upon the occurrence of any release by

Attachment: GrantAgreementErieCountyLeg 11.29.2023 (RES-2023-1043 : Grant Agreement: County of Erie: Community Policing (CRS#4459))

the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and following certain congressional budgetary actions and adjustments through sequestration or related legislative actions, and for a reasonable period after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget or sequestration on County finances. After such analysis, the County shall retain the right to either terminate this Contract or to change the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Organization, then the Organization shall have the right to terminate this Contract upon reasonable prior written notice.

4. Notwithstanding any contrary provision of this Contract, or any provision of the County's current budget, the County Executive may reduce the total amount of funds in this Contract, and not yet paid to the Organization, upon ten (10) days written notice.

5. The Organization shall maintain complete, accurate and current records of all financial transactions relating to its operation and the services performed pursuant to this Contract. During the term of this Contract and at any time within six (6) years thereafter, the Organization shall make such records available, upon request, to the County for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Organization, its offices and facilities, for the purpose of verifying information supplied to the County or for any other purpose reasonably related to monitoring the services to be performed by the Organization pursuant to this Contract.

6. The Organization agrees to furnish to the County any management letter, if issued and independent auditor's report and related financial statements and notes made for it or for other agencies and available to it, which reflects the receipt and use of funds paid to it hereunder, within thirty (30) days after receipt of the request.

7. The Organization also agrees to make available to the County for inspection at reasonable times and places, its current membership and Board of Trustees/Directors lists, financial reports, and minutes of its last annual meeting, Board of Directors or Trustees meetings, and such other minutes as may be pertinent to the operation of such Organization in the public interest. No such membership list shall be published or be made available for any commercial use.

8. To the extent that the funds provided by this Contract are for specific activities or services, the Organization agrees to furnish verified accounts of its disbursements hereunder, together with certified or verified invoices thereto attached, at such times as the County may determine, in such form and detail as may be required by the County, and a final account within one hundred twenty (120) days after the close of the Organization's fiscal year.

9. The County may, at its option, audit such books and records of the Organization as are reasonably pertinent to this Contract to substantiate the basis for payment. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Contract. Any expenditure determined by audit to be inconsistent with this contact may be disallowed by the County and shall be subject to refund by the Organization to the County.

Attachment: GrantAgreementErieCountyLeg 11.29.2023 (RES-2023-1043 : Grant Agreement: County of Erie: Community Policing (CRS#4459))

10. a. The Organization agrees to refund to the County any unused amount of monies paid to it hereunder, that is, any amount of said moneys encumbered by any current operating expenses, it being understood that in the event the unencumbered revenue of the Organization exceeds its expenses for the Organization's fiscal year, the Organization shall refund to the County within ninety (90) days of the Organization's audit report that part of the surplus which bears the same ratio to the total surplus as the amount actually paid to the Organization by the County bears to the total revenue of the Organization.

b. In determining whether a surplus is accrued by the Organization during the fiscal year, pursuant to subdivision "a" of this paragraph, all revenue of the Organization, not expressly restricted to a particular purpose by the grantor of the revenue, shall be deemed "operating revenue". All encumbered expenses of the Organization, other than those paid from funds specifically restricted to a particular purpose by a grantor, or paid from a segregated capital fund, shall be deemed "operating expense". The Organization shall be deemed to have a surplus if operating revenue exceeds expenses before any transfer of operating revenue into capital, endowment or other restricted funds or accounts.

c. Upon showing in writing to the Budget Director of the County that such a refund would cause extreme hardship to the Organization owing to unforeseen or unanticipated circumstances, the Budget Director may, subject to approval by the Erie County Legislature, authorize the Organization to retain all or part of any funds which the Organization would otherwise be required to refund to the County under this paragraph if the Legislature determines that such retention is consistent with the purpose and intent of this agreement, as applicable. Such authorized retained funds shall be used only for the purposes authorized under this Contract, but may be expended in the calendar year subsequent to this Contract.

11. The Organization agrees to perform the public benefit services which are the object of this Contract as an Independent Contractor and neither it nor any of its employees, members, directors, agents, or representatives shall be or hold themselves out to be employees, officers, agents or representatives of the County.

12. The Organization shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations. The Organization shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subconsultants and others employed to render the services hereunder.

13. The Organization shall be fully accountable for its performance under this Contract and it and its officers agree to answer under oath all questions relative to the performance hereof, and to any transaction, act or omission, had, done or omitted in connection herewith if called before any judicial, county, state or federal agency empowered to investigate this Contract or its performance.

14. The Organization shall not delegate any duties or assign any of its rights under this Contract without the prior express written consent of the County. The Organization shall not subcontract any part of the services without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of services

Attachment: GrantAgreementErieCountyLeg 11.29.2023 (RES-2023-1043 : Grant Agreement: County of Erie: Community Policing (CRS#4459))

under this Contract without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontracts are subject to all terms and conditions set forth in this Contract. It is recognized and understood by the Organization that for the purposes of this Contract, all services performed on an approved subcontract shall be deemed services performed by the Organization and the Organization shall insure that such subcontracted service is subject to the material terms and conditions of this Contract.

15. The Organization shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Organization or third parties under the direction or control of the Organization; and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Contract and to bear all other costs and expenses related thereto.

16. During the term of this Contract, the Organization agrees to procure and maintain insurance coverage naming the County as additional insured: Commercial General Liability with a minimum combined single limit of bodily injury and property damage of $1,000,000 per occurrence and general aggregate of $1,000,000. The Organization shall provide a Certificate of Insurance as evidence of such coverage(s) on the County of Erie Standard Insurance Certificate or its equivalent.

In the event that the Organization utilizes vehicles, whether owned, leased, hired/borrowed or non-owned, in the performance of the services provided pursuant to this Contract, the Organization agrees to procure and maintain insurance coverage.

The Organization shall further provide evidence of workers compensation insurance on NYS Form C105.2 or U26.3 obtained from insurer. If there are no paid employees of the Organization, the Organization shall provide a "Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage" (Form CE-200) which can be obtained at the State Worker's Compensation Board website: www.wcb.ny.gov.

Attached hereto and incorporated herein as **Exhibit C** are copies of the Organization's Certificates of Insurance evidencing the aforementioned coverage.

17. The County and the Organization and their respective employees are not and shall not be considered as joint ventures, employees, partners or agents of each other and neither shall have the power to bind or obligate the other except as set forth in this Contract. There shall be no liability on the part of the County or Organization to any person for any debts incurred by the other.

18. In the event of a breach or default by the Organization of any of the terms and conditions of this Contract, the County may terminate this Contract on ten (10) days written notice to the Organization and request such other remedy as may be reasonable and appropriate in view of the circumstances of such breach or default, including but not limited to, reimbursement to the County by the Organization of all or part of the funds granted to the Organization under this Contract.

Attachment: GrantAgreementErieCountyLeg 11.29.2023 (RES-2023-1043 : Grant Agreement: County of Erie: Community Policing (CRS#4459))

19. The Organization shall comply with Erie County Executive Order 13 (2014) and agrees to complete the Certificate collectively attached hereto as **Exhibit D** and made a part hereof. The Organization shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Organization its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency's compliance with Erie County Executive Order 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014) , may constitute grounds for the immediate termination of this Agreement and may constitute grounds for determining that the Organization is not qualified to participate in future County contracts.

20. The Organization agrees to comply with the terms, if any, of the resolution of the County Budget, and implementing resolutions appropriating funds for this Contract.

21. The Organization agrees to acknowledge in any and all promotional material the fact that the Organization receives financial support from the County, including, but not limited to the Organization's website, marketing materials and/or other publications.

22. Except as specifically provided otherwise in this Contract, the use of County funds shall be limited to current operating expenses including salaries, program costs, fringe benefits, rents, utilities, office supplies and equipment. No County funds shall be used for or applied toward any capital project or improvement, nor as a set-off against accounts receivable. No funds received under this Contract shall be used for any service provided or activity performed outside Erie County.

23. Erie County strongly encourages all not-for-profit agencies that Contract with the County of Erie to participate in the community service component of the County's Welfare to Work Initiative. This program places qualified public assistance recipients in community service placements. Clients participating in this component must work in their respective community assignments as a condition for receipt of welfare benefits. An agency representative should contact the Director of Employment and Training Program, Erie County Department of Social Services, for additional information regarding this program.

24. This Contract and its attachments constitute the entire Contract between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Contract and the terms of any schedule or attachment hereto, it is understood that the terms of this Contract shall be controlling with respect to any interpretation of the meaning and intent of the parties.

25. Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of

Attachment: GrantAgreementErieCountyLeg 11.29.2023 (RES-2023-1043 : Grant Agreement: County of Erie: Community Policing (CRS#4459))

this Contract, except in the event that specific third party rights are expressly granted herein.

26. This Contract may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Contract shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Contract shall be brought in the County of Erie.

If any term or provision of this Contract is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Contract shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

27. All notices of any nature referred to in this Contract shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:
Erie County Legislature
92 Franklin Street, 4th Floor
Buffalo, New York 14202

With a copy to:
County Attorney
95 Franklin Street, Room 1634
Buffalo, New York 14202

To the Organization: at the address first listed above.

28. The Organization represents and warrants to the County as follows:

a. The execution of this Contract and the provision of services hereunder have been duly authorized by its Board of Directors or Trustees of the Organization and that this Contract has been signed by a duly authorized officer of the Organization.

b. That this Contract is valid and enforceable against the Organization in accordance with the terms hereof and that there is no order, decision, judgment or provision of this Organization's certificate of incorporation or by-laws, or Contract, mortgage, or lien which would limit or prohibit the Organization from fully performing the terms and condition of this Contract.

Attachment: GrantAgreementErieCountyLeg 11.29.2023 (RES-2023-1043 : Grant Agreement: County of Erie: Community Policing (CRS#4459))

[END TEXT]

Attachment: GrantAgreementErieCountyLeg 11.29.2023 (RES-2023-1043 : Grant Agreement: County of Erie: Community Policing (CRS#4459))

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

COUNTY OF ERIE

MARK POLONCARZ/LISA CHIMERA
County Executive / Deputy County Executive
Dated: _____

Amherst Police Department
500 John James Audubon Pkwy.
Buffalo, NY 14228

_____
Name: _____
Title: _____
Dated: _____

Approved To Form:

_____
Name: _____
Dated: _____

APPROVED AS TO CONTENT

_____
ERICH WEYANT
Chief of Staff
County Legislature
Dated: _____

APPROVED AS TO FORM

_____
KRISTEN WALDER
Deputy County Attorney
Document No._____
Dated: _____

Attachment: GrantAgreementErieCountyLeg 11.29.2023 (RES-2023-1043 : Grant Agreement: County of Erie: Community Policing (CRS#4459))

EXHIBIT A

SCOPE OF WORK

Public Benefit Services to be Provided Pursuant to this Contract by the Organization. (Reference Contract Paragraph 1)

Attachment: GrantAgreementErieCountyLeg 11.29.2023 (RES-2023-1043 : Grant Agreement: County of Erie: Community Policing (CRS#4459))

Amherst Police Department
Community Policing

The Amherst Police Department has always sought to engage with the community on a personal level through robust community policing initiatives. Our community engagement efforts have led to new community groups being formed, understanding between residents and law enforcement, and long lasting community partnerships being cultivated.

In order to effectively administer community policing initiatives, the Amherst Police Department needs considerable funding. Funding is used to purchase food and beverages for events, novelty items for children and residents, decorations for seasonal events, fees for renting space, gifts for children and seniors (during Shop with a Cop), and games and activities. Examples of current events hosted by the Amherst Police Department include:

- **Pizza with the Police.** This program involves officers playing sports, yard games and other activities with youths from the community. After playing games, the youths and officers have pizza together and talk about problems facing kids today and how to deal with a variety of issues (cyber-bullying, drugs, alcohol, etc).

- **Easter Egg Hunt.** Residents are invited to bring their children to the Amherst Police Department Community Policing and Training Facility for a fun filled day of activities. Kids take part in an Easter Egg hunt, coloring contest, and a variety of other fun activities.

- **Day at Play.** Officers travel to local parks throughout the town and engage with residents and kids in their own neighborhoods. Officers play games with kids and discuss safety and quality of life concerns with residents.

- **Annual Little League Challenger Law Enforcement Day.** Officers spend the day playing ball with athletes from the Little League Challenger Baseball League. The league is an adaptive baseball program for kids and adults with physical and developmental challenges.

- **National Night Out.** Officers attend neighborhood block parties including a large-scale event hosted by The Willowridge Civic Association. Officers show off equipment, vehicles and discuss neighborhood safety with residents.

Attachment: GrantAgreementErieCountyLeg 11.29.2023 (RES-2023-1043 : Grant Agreement: County of Erie: Community Policing (CRS#4459))

- **Harvest Fest.** The Amherst Police Department attends the Harvest Fest hosted by the Town Recreation Department. Officers cook hot dogs for residents, play games with kids, and educate residents on various police matters.

- **Halloween Haunted House and Safety Fair.** The Amherst Police Department hosts a large-scale Halloween event at the Community Policing and Training Facility. The event includes a family friendly haunted house, a spooky haunted house, a costume contest, trick or treating and a safety fair with numerous community organizations.

- **Food Drive.** The Amherst Police Department partners with FeedMore WNY to collect food for needy Western New Yorkers. The Police Department advertises on traditional and social media platforms and asks residents and businesses to leave food donations in front of their buildings. Officers collect the donations and deliver them to FeedMore WNY.

- **Chili Cook-off.** Officers from the Amherst Police Department compete against officers from other police agencies and fire departments to be judged as the chili cooking champion. Residents are invited to attend and judge the chili. Attendees are encouraged to bring a donation for a community partner, Child and Family Services.

- **Shop with a Cop program.** This program provides a fun filled day for a number of children and seniors in need throughout the Town of Amherst while creating positive relationships with law enforcement. The participating children and seniors are identified by schools, youth organizations, and social services agencies. On the day of the event, uniformed officers from the Amherst Police Department volunteer their time to be with the children and seniors for a meal and shopping.

- **Skate with a Cop program.** Officers from the Amherst Police Department participate in an open ice skate event with the community at the Amherst Northtown Center.

- **School Resource Officer Program.** This program helps to address security and safety issues within our three school districts, and in doing so helps build meaningful relationships with the young people of our town. Building these meaningful relationships with all citizens is critical to the success of our police department.

Attachment: GrantAgreementErieCountyLeg 11.29.2023 (RES-2023-1043 : Grant Agreement: County of Erie: Community Policing (CRS#4459))

Attachment: GrantAgreementErieCountyLeg 11.29.2023 (RES-2023-1043 : Grant Agreement: County of Erie: Community Policing (CRS#4459))

EXHIBIT B

REPORTING REQUIREMENTS
AND
ADDITIONAL UNDERSTANDINGS
(Reference Contract Paragraph 2)

REPORTING REQUIREMENTS

The Organization must submit the following items to the Legislature with their 2022 Contract:

1. Bylaws;

2. Most recently filed New York State Annual Filing for Charitable Organizations (CHAR500) and all supplementary schedules;

3. Board authorization to enter into the contract.

EXHIBIT C

INSURANCE CERTIFICATES

To be Provided Pursuant to this Contract by the Organization
(Reference Contract Paragraph 16)

Attachment: GrantAgreementErieCountyLeg 11.29.2023 (RES-2023-1043 : Grant Agreement: County of Erie: Community Policing (CRS#4459))

TOWN OF AMHERST

ERIE COUNTY, NEW YORK

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7030
FAX (716) 631-7101
www.amherst.ny.us

Martin A. Polowy
Town Attorney

Elizabeth A. Burakowski
Director of Special Projects

Nicole M. Burroughs
Senior Paralegal

Samuel A. Alba
Sr. Deputy Town Attorney

Nora B. Robshaw
Sr. Deputy Town Attorney

Brittanylee Penberthy
Town Prosecutor

October 2, 2023

County of Erie
95 Franklin Street
Buffalo, New York 14202

Re: Town of Amherst Self-Insured Status
Grant Funding for the Town of Amherst Police Department

Dear Sir/Madam:

The Town of Amherst is insured for liability purposes through its own insurance reserve fund established pursuant to the provisions of §6-n of the New York General Municipal Law. Approved or appropriate claims are paid for from funds established under the terms of the program established by the Town Board pursuant to the authority of §6-n. Furthermore, on September 29, 1986, the Town Board adopted a resolution agreeing to "hold harmless" any other municipality, corporation, partnership, association, or individual that provides facilities, real property or other assets to the Town for purposes of carrying out its functions and programs. A copy of that resolution is enclosed.

Very truly yours,

/s/Martin A. Polowy

Martin A. Polowy, Esq., Town Attorney
Town Attorney's Office

MAP:rms
Enclosures

Attachment: GrantAgreementErieCountyLeg 11.29.2023 (RES-2023-1043 : Grant Agreement: County of Erie: Community Policing (CRS#4459))

NEW YORK STATE | Workers' Compensation Board

KATHY HOCHUL
GOVERNOR

CLARISSA M. RODRIGUEZ
CHAIR

NOTICE OF COMPLIANCE
AS SELF INSURER UNDER THE NEW YORK STATE WORKERS' COMPENSATION LAW

Name: Amherst, Town of

WCB #: W802169

Tax ID #: 16-6002157

Qual Date: 7/3/1993

The above-named employer has secured compensation to its employees as a self-insurer in the following manner:

Pursuant to Section 50, subdivisions 3 and 4 of the Workers' Compensation Law. (County, city, village, town, school district, fire district or other political subdivision)

The status of the self-insurer was effective as noted above and remains in full force.

Status Confirmed By

John Scott

8/24/2023

Attachment: GrantAgreementErieCountyLeg 11.29.2023 (RES-2023-1043 : Grant Agreement: County of Erie: Community Policing (CRS#4459))

SEPTEMBER 29, 1986

A special meeting of the Amherst Town Board, 5583 Main Street, Williamsville. New York 14221 on Monday , September 29, 1986 at 3:30 P.M.,
Roll call: John R. Sharpe, Supervisor; Richard C. Barton, Councilman; Charles W. Moses, Councilman; Harold J. Collier, Councilman; William L Kindel, Councilman; Lynn Millane, Councilman; Lawrence Southwick. Councilman
Also present: Dolores B. Shearer. Deputy Town Clerk; James M. Nesper, Town Attorney
A motion was made by Councilman Southwick, seconded by Supervisor Sharpe to approve the following resolution:
WHEREAS, the Hartford Insurance Co. has proposed a renewal of the Town's insurance policies at an annual premium of from $1.2 million to $1.8 million and,
WHEREAS, the expected cost of a self insurance program for the Town is substantially less than the price charged by Hartford and
WHEREAS, certain insurance coverages formerly available to the Town are no longer available at any price and,
WHEREAS, the limits on coverage have been reduced and,
WHEREAS, the Town Board wishes to save the taxpayers' money and believes that the risks are acceptable in accord with the September 13 memorandum from Councilman Southwick,
NOW, THEREFORE, BE IT RESOLVED that the basic liability insurance coverages from the Hartford be canceled as of the earliest feasible date and,
BE IT FURTHER RESOLVED that the umbrella policies be canceled as of October 3, 1986 and,
BE IT FURTHER RESOLVED that the workers' compensation policies be transfered to the State Insurance Fund as soon as is feasible and,
BE IT FURTHER RESOLVED that the Supervisor be authorized to sign a contract with the Gallagher-Bassett organization, or with another firm should the Gallagher-Bassett price be too high, for claims handling and
BE IT FURTHER RESOLVED that the Town retain, where feasible, insurance coverage for buildings and contents, boilers, crime, electronic data processing equipment, papers and public officials' liability and
BE IT FURTHER RESOLVED that a fund for claims be set up in the maximum allowable amount and,
BE IT FURTHER RESOLVED that the Town Attorney be authorized to engage outside counsel to defend against actions brought against the Town where such actions would have formerly been defended by the insurance company and,
BE IT FURTHER RESOLVED that the Supervisor be authorized to seek a consulting firm specializing in loss control and prevention services to be contracted for such services.
Roll call: Southwick, aye; Sharpe, aye; Kindel, no; Millane, aye; Collier, aye; Moses, no; Barton, no. Ayes, 4 Noes, 3.
Approved.
A motion was made by Supervisor Sharpe, seconded by Councilman Kindel to approve the following reso lution:
WHEREAS, the Town Board of the Town of Amherst on the 29th day of September, 1986 by Resolution duly adopted, determined that it is no longer in the public interest for the Town of Amherst to purchase Automobile and General liability insurance coverage, and
WHEREAS, AS OF THE 3rd day of October 1986 the Town of Amherst will no longer be insured and thus be uninsured for Automobile liability and General liability, and
WHEREAS, there are numerous individuals, agencies, associations, partnerships and corporations servicing the

Attachment: GrantAgreementErieCountyLeg 11.29.2023 (RES-2023-1043 : Grant Agreement: County of Erie: Community Policing (CRS#4459))

Town of Amherst, and/or its Special Improvement District as volunteers, and

WHEREAS, it is desirable and necessary in order to maintain the present level of services to the residents of the Town to continue to utilize the services of said volunteers,

NOW, THEREFORE, BE IT RESOLVED, that the Town of Amherst hereby holds harmless any and all individuals, associations, partnerships and corporations from any claim, action or proceeding arising out of said volunteers' services to the Town of Amherst and/or its Special Improvement District, and

BE IT FURTHER RESOLVED that the Town Attorney be authorized and directed to defend any and all said actions and proceedings as may be commenced by a third party against said volunteers, and

BE IT FURTHER RESOLVED, that the officers of the Town of Amherst be authorized and directed to take all steps necessary to carry out the intent and purpose of this resolution.

Roll call: Sharpe, aye; Kindel, aye; Moses, aye; Barton, aye; Millane, aye; Southwick, aye; Collier, aye. Ayes, 7; Noes, 0. Approved.

A motion was made by Councilman Southwick, unanimously seconded to approve the following resolution:

WHEREAS, the Town Board of the Town of Amherst on the 29th day of September, 1986 by Resolution duly adopted, determined that it is no longer in the public interest for the Town to purchase Automobile and General liability insurance coverage, and

WHEREAS, the Town of Amherst has utilized from time to time facilities, real property and assets of other municipalities, corporations partnerships, associations, and individuals in order to carry out various Town of Amherst functions and programs and

WHEREAS, it is necessary to continue to utilize said real and personal property of said entities so as to maintain the present level of services to the residents of the Town of Amherst, and

WHEREAS, as part of the consideration for the use of said real and/or personal property it has been necessary to provide a certificate of insurance naming said entities as a party insured

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor with the assistance of the Town Attorney be authorized and directed to enter into "save harmless" agreements with said municipalities, corporations Partnerships, associations and individuals for the purpose of continuing to utilize said entities real or personal property for various functions and programs sponsored and administered by the Town of Amherst and/or its Special Improvement Districts. and

BE IT FURTHER RESOLVED, that the Supervisor and Town Attorney take all other necessary steps to carry out the intent and purpose of this Resolution.

Roll call: Southwick, aye; Sharpe. aye, Moses, aye; Barton, aye; Collier. aye, Millane, aye; Kindel, aye. Ayes, 7; Noes, 0. Approved.

Adjourn: 4:30 P.M.

Dolores B. Schearer
Deputy Town Clerk
Town of Amherst,
Erie County New York

Attachment: GrantAgreementErieCountyLeg 11.29.2023 (RES-2023-1043 : Grant Agreement: County of Erie: Community Policing (CRS#4459))

Attachment: GrantAgreementErieCountyLeg 11.29.2023 (RES-2023-1043 : Grant Agreement: County of Erie: Community Policing (CRS#4459))

EXHIBIT D

ERIE COUNTY EQUAL PAY CERTIFICATION

(Reference Contract Paragraph 19)

Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together "Equal Pay Law"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

_____
Signature

Verification

STATE OF _____)
COUNTY OF _____) SS:

A)

_____, being duly sworn, states he or she is the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B)

_____, being duly sworn, states that he or she is the
(Name of Corporate Officer)
_____, of _____,
(Title of Corporate Officer) (Name of Corporation)

the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____ Day of _____, 20____

_____
Notary Public

Attachment: GrantAgreementErieCountyLeg 11.29.2023 (RES-2023-1043 : Grant Agreement: County of Erie: Community Policing (CRS#4459))

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 28347 **RESOLUTION 2023-1044** **ADOPTED**

Memorandum of Understanding Flock Group, Inc. (CRS #4460) Web Based Programming

TOWN BOARD AGENDA ITEM: DECEMBER 18, 2023

TO: **Town Board**

FROM: **Scott P. Chamberlin, Chief of Police**

RE: **Memorandum of Understanding**
Flock Group, Inc. (CRS #4460)
Web Based Programming

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached memorandum of understanding between the Town of Amherst (Police) and the Flock Group, Inc. with regard to the above-entitled matter. This MOU has successfully completed the Contract Routing process.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: December 18, 2023)**

12/18/2023
Consent

FINANCIAL IMPACT:

None for the purposes of this Resolution

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

flock safety

MEMORANDUM OF UNDERSTANDING

This Data Sharing Memorandum of Understanding (hereinafter "**MOU**") is entered into by and between Flock Group, Inc., with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and Amherst Town PD with a place of business at 500 John James Audubon Pkwy, Amherst, New York 14228 ("**Agency**") (each a "**Party**", and together, the "**Parties**").

Whereas, Agency desires to access Flock's technology platform and Flock Safety dashboard (together, the "**Flock Service**") for investigative purposes, in order to view and search photos and videos recorded by Flock ("**Recordings**") which are stored for no longer than thirty (30) days, utilizing its software for automatic license plate detection;

Whereas, Flock desires to share such Recordings and supplemental data with Agency pursuant to the following terms and conditions:

1. **Purpose**. To allow the Agency to utilize the Flock Services for the following purpose: to gain awareness with respect to the communities for which they serve to protect and facilitate investigations (the "Purpose").

2. **Access Rights to Flock Services**. Subject to the terms and conditions contained in this MOU, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Service during the Term (as defined below), solely for use by Authorized Users in accordance with the terms and conditions herein, and only through Agency's official email account. For purposes of this MOU, "Authorized Users" will mean employees, agents, or officers of Agency accessing or using the Flock Services for the Purpose. Agency acknowledges and agrees that, as between Agency and Flock, Agency shall be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User which would constitute a breach of this MOU, shall be deemed a breach of this MOU by Agency. Agency shall undertake reasonable efforts to make all Authorized Users aware of the provisions of this MOU as applicable to such Authorized User's use of the Flock Service, and shall cause Authorized Users to comply with such provisions.

3. **Restrictions on Use**. Agency will not, and will not permit any Authorized Users or any third party to, (i) copy or duplicate any of the Flock Service; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock Service is compiled or interpreted; (iii) modify, alter, or tamper with any of the Flock Service, or create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock Service; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Service; (vi) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2; or (vii) access Flock Service through any unofficial (i.e., personal, or non-Agency authorized) email account. Agency may only access Recordings and Flock Service to perform the Purpose, as described in Section 1. Agency shall not use the Flock Service in any manner not permitted by appropriate governing Federal and State regulations or laws; Agency represents and warrants that, in receiving access to Flock Services, such Recordings and supplemental data shall be used solely for purposes authorized by law and described in this MOU.

4. **Suspension of Service.** Flock may immediately suspend and/or revoke Agency's and any Authorized End User's access to any portion or all of the Flock Service if Flock determines that (a) there is a threat or attack on any of the Flock Service by Agency; (b) Agency's or any Authorized End User's use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock Service for fraudulent or illegal activities; (d) any unauthorized user has accessed to Flock Services through Agency's account; or (e) Agency has

Attachment: Flock Safety MOU (RES-2023-1044 : MOU: Flock Group, Inc (CRS# 4460))

violated any term of this MOU, including, but not limited to, utilizing the Flock Services for anything other than the Purpose.

5. **Ownership**. As between the Parties, subject to the rights granted in this MOU, Flock and its licensors retain all right, title and interest in and to the Flock Service, and its components and any Recordings or data provided by Flock through the Flock Service, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this MOU. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

6. **Warranty**. Flock and its licensors make no express or implied warranty as to the conditions of the Recordings, or fitness for a particular research, data, investigative purpose or resulting actions or omissions resulting from Recordings and supplemental data obtained by Agency through the use of Flock Services.

7. **Financial Implications to Agency**. No financial commitment by Agency is required to access the Flock Services or Recordings.

8. **Term; Termination**.

A. **Term**. This MOU will commence once executed by both parties and shall continue for a period of five (5) years.

B. **Termination**. Prior to expiration of the Term, Flock may terminate this MOU for its convenience, and in its sole discretion, by providing Agency thirty (30) days prior written notice of termination. Agency may terminate this MOU for its convenience, and in its sole discretion, by providing Flock thirty (30) days prior written notice of termination. Either party may terminate this MOU upon written notice if the other party has breached a material term of this MOU and has not cured such breach within thirty (30) days of receipt of notice from the non-breaching party specifying the breach. Upon termination of this MOU, Agency will immediately cease all use of Flock Services. This MOU is subject to termination without written notice after expiration of the Term.

9. **Indemnification**. Each Party to this MOU shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this MOU. Parties shall indemnify and hold harmless each other against any suits, claims, actions, complaints, or liability of any kind, which relate to the use of or reliance on Flock Service. For tort liability purposes, no participating Party shall be considered the agent of the other participating Party. Each Party to this MOU shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Under no circumstances shall this MOU be interpreted to create a partnership or agency relationship between the Parties.

10. **Limitation of Liability**.

A. Limitation on Direct Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FLOCK, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY AMOUNT GREATER THAN THE FEES PAID TO FLOCK UNDER THIS MOU, OR $100 IN UNITED STATES CURRENCY, WHICHEVER IS GREATER, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), PRODUCT LIABILITY OR OTHERWISE.

B. Waiver of Consequential Damages. IN NO EVENT SHALL FLOCK OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING

Attachment: Flock Safety MOU (RES-2023-1044 : MOU: Flock Group, Inc (CRS# 4460))

NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. **Confidentiality**.

A. **Obligations**. During the performance of services and Agency's use of the Flock Service under this Agreement it may be necessary for a party to provide the other with certain information considered to be proprietary or confidential by the disclosing party. The disclosure of such confidential information shall be subject to the following terms and conditions.

i. The term "Agency Confidential Information" shall mean any material, data, systems, procedures and other information of or with respect to Agency that is not be accessible or known to the general public, including information concerning its hardware, software, business plans or opportunities, business strategies, finances, employees, and third-party proprietary or other information that Agency treats as confidential. Flock shall not use, publish or divulge any Agency Confidential Information except (i) in connection with Flock's provision of Software and services pursuant to this Agreement, (ii) to Flock's officers, directors, employees, agents and contractors who need to know such information to enable Flock to provide Software and services pursuant to this Agreement, or (iii) with the prior written consent of Agency, which consent Agency may withhold in its sole discretion.

ii. The term "Flock Confidential Information" means any material, data, systems, procedures and other information of or with respect to Flock that is not accessible to or known to the general public, including, without limitation, the software, object code, source code, formulae, algorithms, financial data, clients, employees, software development plans, software support third-party proprietary or other information that Flock treats as confidential. Agency shall not use, publish or divulge any Flock Confidential Information except (i) to its employees, agents and officers who need to know such information to enable Agency to use the Flock Services, or (ii) with the prior written consent of Flock, which consent Flock may withhold in its sole discretion.

iii. Each party shall protect the other's confidential information with the same degree of care normally used to protect its own similar confidential information, but in no event less than that degree of care that a reasonably prudent business person would use to protect such information. The obligations of each party to protect confidential information received from the other party shall not apply to information that is publicly known or becomes publicly known through no act or failure to act on the part of the recipient.All provisions of this MOU concerning the Confidentiality section herein, shall survive any termination of this MOU.

B. **Exclusions**. Confidential Information shall not include any information that is (i) already known to the receiving party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (iii) subsequently disclosed to the receiving party on a non-confidential basis by a third-party not having a confidential relationship with the other party hereto that rightfully acquired such information; or (iv) communicated to a third party by the receiving party with the express written consent of the other party hereto. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process or the Freedom of Information Act shall not be considered a breach of this MOU; provided the receiving party provides prompt notice of any such subpoena, order, or the like to the other party so that such party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

12. **Entire Agreement**. This MOU is complete and contains the entire understanding between the Parties relating to the sharing of Recordings and Confidential Data by and between Flock and Agency. This MOU supersedes any and all other agreements between the Parties. This Agreement is non-assignable by both Parties.

Attachment: Flock Safety MOU (RES-2023-1044 : MOU: Flock Group, Inc (CRS# 4460))

13. **Severability**. Nothing is this MOU is intended to conflict with or violate State or Federal laws, regulations, policies, etc. If a term or provision of this MOU is inconsistent with a law or authority, then that term or provision shall be invalid, but the remaining terms and provisions shall remain in full force and effect. If any provision of this MOU is found to be unenforceable, unlawful, or void, the provision shall be deemed severable from the MOU and shall not affect the validity of the remaining provisions.

14. **Miscellaneous**. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission To the facsimile number below and indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. This MOU shall be governed by the laws of the state in which the Agency is located, excluding its conflict of laws rules. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this MOU.

IN WITNESS WHEREOF, Flock and the Agency have caused this MOU to be signed on the date set forth below and be effective on the last date specified below.

Attachment: Flock Safety MOU (RES-2023-1044 : MOU: Flock Group, Inc (CRS# 4460))

flock safety

FLOCK GROUP, INC.		Amherst Town PD	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Attachment: Flock Safety MOU (RES-2023-1044 : MOU: Flock Group, Inc (CRS# 4460))

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 28349 **RESOLUTION 2023-1045** **ADOPTED**

Digital Surveillance Solutions (DSS) (CRS #4462) Upgrade Various Cameras Within the Highway Department

TOWN BOARD AGENDA ITEM: DECEMBER 18, 2023

TO: **Town Board**

FROM: **Scott P. Chamberlin, Chief of Police**

RE: **Digital Surveillance Solutions (DSS) (CRS #4462)**
Upgrade various cameras within the Highway Department

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached contract between the Town of Amherst (Police) and Digital Surveillance Solutions, Inc. (DSS), 485 Cayuga Road, Buffalo New York, 14225 with regard to the above-entitled matter. Approval of this contract is contingent upon the successful completion of the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: December 18, 2023)**

12/18/2023
Consent

FINANCIAL IMPACT:

KP 2323 .2150: $4,857.19

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

digital surveillance solutions

Open Service Tickets

Prepared For:

Pat Lucey
Town of Amherst Highway Dept.
1398 N Forest Rd
Buffalo, NY 14221
United States
plucey@amherst.ny.us

Prepared By:

Alycia Currie
Digital Surveillance Solutions, Inc.
485 Cayuga Road
Buffalo, NY 14225
AlyciaC@dssvideo.com
716-597-0369

Quote #	Sales Rep	Payment Terms	State Contract
DSSQ5485	Jessica Pitarresi	30	PT68787

Item Number		Description	QTY	Unit Price	Total Price
"Cameratest" Replacement - Sevice Ticket #55731					
02342-001	Axis	AXIS P1468-LE	1	$986.06	$986.06
CCTV/Surveillance Camera System	DSS Labor	Camera Replacement. Prevailing wage.	2	$140.00	$280.00
CCTV/Surveillance Camera System	DSS Labor	Initial troubleshooting on ticket. Prevailing wage.	0.5	$140.00	$70.00
Offsite Integration/Maintenance	DSS Labor	Add camera to Exacq and configure.	0.5	$130.00	$65.00
Tire Room Replacement - Service Ticket #55732					
02218-001	Axis	AXIS P3727-PLE	1	$1,362.06	$1,362.06
01513-001	Axis	AXIS T94N01D PENDANT KIT	1	$93.06	$93.06
CCTV/Surveillance Camera System	DSS Labor	Camera Replacement. Prevailing wage.	2	$140.00	$280.00
CCTV/Surveillance Camera System	DSS Labor	Initial troubleshooting on ticket. Prevailing wage.	0.5	$140.00	$70.00
Offsite Integration/Maintenance	DSS Labor	Add camera to Exacq and configure.	0.5	$130.00	$65.00
Pole Camera and Switch Replacement - Service Ticket #55729					
01997-001	Axis	AXIS P1455-LE	1	$610.06	$610.06
01164-001	Axis	AXIS T91B47 100-410MM	1	$93.06	$93.06
NSM5	Ubiquiti	NanoStation5 MIMO CPE, AirMax	1	$88.96	$88.96
UISP-S	Ubiquiti	Gigabit, PoE switch for MicroPoP applications	1	$138.93	$138.93

Attachment: Contract for CRS Routing (RES-2023-1045 : DSS: Hwy Dept Camera Upgrades (CRS# 4462))

Item Number		Description	QTY	Unit Price	Total Price
CCTV/Surveillance Camera System	DSS Labor	Camera Replacement. Prevailing wage.	2	$140.00	
CCTV/Surveillance Camera System	DSS Labor	Replace Radio and Switch. Prevailing wage.	1	$140.00	$140.0(
CCTV/Surveillance Camera System	DSS Labor	Initial troubleshooting on ticket. Prevailing wage.	0.75	$140.00	$105.0(
Offsite Integration/Maintenance	DSS Labor	Add camera to Exacq and configure switch.	1	$130.00	$130.0(

SUBTOTAL	$4,857.
SALES TAX	$0.(
Optional Item Total	$0.(
TOTAL	$4,857.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other error

To accept this proposal, sign here and return: Jessica Pitarri 12/10/23

Signature Date

Attachment: Contract for CRS Routing (RES-2023-1045 : DSS: Hwy Dept Camera Upgrades (CRS# 4462))

Addendum to Contract Major Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same, and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis. A failure by Contractor to assure that any policy procured by any subcontractor or sub-subcontractor name the Town as an additional insured on a primary and non-contributory basis, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the

Attachment: Contract for CRS Routing (RES-2023-1045 : DSS: Hwy Dept Camera Upgrades (CRS# 4462))

prosecution of a breach of the insurance procurement requirements suit regardless of whether the Town is successful in said suit.

(e) A failure by Contractor to procure the General Liability, Professional Liability and/or Property Damage policies referenced above, or the failure to have the Town of Amherst as an additional insured on a primary, non-contributory basis on said policies, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit and/or of the indemnification provisions regardless of whether the Town is successful in said suit.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Attachment: Contract for CRS Routing (RES-2023-1045 : DSS: Hwy Dept Camera Upgrades (CRS# 4462))

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

Digital Surveillance Solutions
Print Name of Company

By: Jessica Pitarresi
Signature

Jessica Pitarresi
Printed Name

Date: 11/20/2023

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Contract for CRS Routing (RES-2023-1045 : DSS: Hwy Dept Camera Upgrades (CRS# 4462))

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: Digital Surveillance Solutions

Signature: Jessica Pitarresi

Print Name: Jessica Pitarresi

Title: Account Manager

Date: 11/20/2023

Sworn To Before Me This

20th Day of November, 2023

Notary Public

RAEANN J. JAKUBOWSKI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01JA6309956
Qualified in Erie County
Commission Expires 08/18/2026

Attachment: Contract for CRS Routing (RES-2023-1045 : DSS: Hwy Dept Camera Upgrades (CRS# 4462))

DIGIT-1

OP ID: AMD

13.Q.4.a

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gugino Insurance Agency, Inc. 5707 Main Street Williamsville, NY 14221 Alayne M. Donner 716-633-1313	CONTACT NAME: Alayne M. Donner PHONE (A/C, No, Ext): 716-633-1313 FAX (A/C, No): 716-631-5770 E-MAIL ADDRESS: adonner@guginoagency.com
INSURED Digital Surveillance Solutions Inc. 485 Cayuga Road Buffalo, NY 14225	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Ins Co — 18058 INSURER B : Merchants Mutual Ins. Co. — 23329 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		PHPK2523677	03/01/2023	03/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,00 $ 100,00 $ 10,00 $ 1,000,00 $ 3,000,00 $ 3,000,00
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / X SCHEDULED AUTOS HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			CAP9269147	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,00
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $ 10000			PHUB853388	03/01/2023	03/01/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,00 $ 5,000,00
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Professional			PHSD122602	06/01/2022	06/01/2023	Per Claim Aggregate	2,000,00 2,000,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as an additonal insured on a Primary-Non Contributory basis under the General Liability, Umbrella follows form, General Liabiity CG000010413 and PI-GLD-SGNY.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Alayne M. Donner

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Attachment: Contract for CRS Routing (RES-2023-1045 : DSS: Hwy Dept Camera Upgrades (CRS# 4462))

NEW YORK STATE Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
DIGITAL SURVEILLANCE SOLUTIONS, INC.
485 CAYUGA RD
BUFFALO, NY 14225

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
716-597-0369

1c. Federal Employer Identification Number of Insured or Social Security Number
20-0886315

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main Street
Buffalo, NY 14221

3a. Name of Insurance Carrier
Standard Security Life Insurance Company of New York

3b. Policy Number of Entity Listed in Box 1a
34078-01

3c. Policy Effective Period
5/1/2008 to 8/20/2024

4. Policy provides the following benefits:
- [x] A. Both disability and Paid Family Leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 8/22/2023 By _____
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/POLICY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (12-21)

DB-120.1 (12-21)

Attachment: Contract for CRS Routing (RES-2023-1045 : DSS: Hwy Dept Camera Upgrades (CRS# 4462))

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate)to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: Contract for CRS Routing (RES-2023-1045 : DSS: Hwy Dept Camera Upgrades (CRS# 4462))

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^ ^ ^ ^ ^ ^ 200886315

KEEVILY SPERO-WHITELAW INC
500 MAMARONECK AVENUE
HARRISON NY 10528

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
DIGITAL SURVEILLANCE SOLUTIONS, INC. 485 CAYUGA RD BUFFALO NY 14225	TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
B 2354 271-5	810558	11/01/2023 TO 11/01/2024	10/16/2023

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2354 271-5, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUNI

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 109259840

00000000000120211089

[00000000000120211089][0001-000023542715][##B][16243-09][Cert_NoP-CERT_1][01-00001]

Attachment: Contract for CRS Routing (RES-2023-1045 : DSS: Hwy Dept Camera Upgrades (CRS# 4462))

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 28350 **RESOLUTION 2023-1046** **ADOPTED**

Delta-Sonic Carwash Systems, Inc. (CRS #4483) Townwide Car Wash Contract

TOWN BOARD AGENDA ITEM: DECEMBER 18, 2023

TO: **Town Board**

FROM: **Scott P. Chamberlin, Chief of Police**

RE: **Delta-Sonic Carwash Systems, Inc. (CRS #4483)**
Townwide Car Wash Contract

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached contract between the Town of Amherst (Police) and Delta-Sonic Carwash Systems, Inc., with regard to the above-entitled matter. Approval of this contract is contingent upon the successful completion of the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: December 18, 2023)**

12/18/2023
Consent

FINANCIAL IMPACT:

Townwide/Various

Amount TBD

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Delta Sonic Car Wash Systems Inc

Main Office: 570 Delaware Ave., Buffalo, New York 14202
Phone Number: 716-541-2333

Amherst Police Department
2024

There will be NO increase to the 2024 wash plans

Unlimited Carwash

Type of Wash:	Super Kiss Carwash Unlimited
Cost Per vehicle:	$15.99 (Tax Exempt)

Wash Description: Under spray, Rust Inhibitor, Clear Coat Polish, Clear Coat Protection, High Pressure Sprays, Sonic Suds, Brake Dust Remover, Revitalizer. **ALL VEHICLES WILL HAVE FAST PASS LANE USE.**

25 Vehicles @ $15.99 a month = $399.75 per month (Tax exempt)
25 Vehicles @ $15.99 a Month = $2,398.50 for 6 Months
25 Vehicles @ $15.99 a Month = $4,797.00 for 1 year

The fleet of vehicles (approximately 54) will be charged $5.00 per wash when used. We will total up number of washes performed per monthly and invoice for number of washes. **ALL VEHCILES WILL HAVE FAST LANE USE WITH BAR CODE STICKER.**

Director of Commercial & Fleet Sales
Lawrence M Seibert
716-348-0808
Larryscibert@deltasoniccarwash.com

Attachment: Contract for CRS Routing 12.12.2023 (RES-2023-1046 : Townwide Car Wash Contract: Delta-Sonic (CRS# 4483))

Addendum to Contract VENDOR ON SITE Minor

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis. Vendor shall ensure all its subs, if any, have obtained all the above insurances and shall also assure that any policy procured by any subvendor or sub-subvendor shall name the Town as an additional insured on a primary and non-contributory basis. A failure by Vendor to assure that any policy procured by any sub or sub-sub to name the Town as an additional insured on a primary and non-contributory basis, shall be considered a material breach of the underlying contact and subject the Contactor to

Attachment: Contract for CRS Routing 12.12.2023 (RES-2023-1046 : Townwide Car Wash Contract: Delta-Sonic (CRS# 4483))

forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit regardless of whether the Town is successful in said suit.

(d) A failure by Vendor to procure the General Liability, Professional Liability and/or Property Damage policies referenced above, or the failure to have the Town of Amherst as an additional insured on a primary, non-contributory basis on said policies, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit and/or of the indemnification provisions regardless of whether the Town is successful in said suit.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).

Attachment: Contract for CRS Routing 12.12.2023 (RES-2023-1046 : Townwide Car Wash Contract: Delta-Sonic (CRS# 4483))

(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.

(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

DELTA SONIC CARWASH SYSTEMS

Print Name of Company

Agreed to and Accepted by:

Town of Amherst

Revised 10-31-22 SJS

Attachment: Contract for CRS Routing 12.12.2023 (RES-2023-1046 : Townwide Car Wash Contract: Delta-Sonic (CRS# 4483))

By: _____
Signature

Lawrence M. Seibert
Printed name

Date: 12/1/23

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Contract for CRS Routing 12.12.2023 (RES-2023-1046 : Townwide Car Wash Contract: Delta-Sonic (CRS# 4483))

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By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: DELTA SONIC CARWASH INC.

Signature: _____

Print Name: LAWRENCE M. SEIBERT

Title: DIRECTOR FLEET SALES

Date: 12/1/23

Sworn To Before Me This

_____ Day of _____, 20__

_____

Notary Public

Revised 4.2017

Attachment: Contract for CRS Routing 12.12.2023 (RES-2023-1046 : Townwide Car Wash Contract: Delta-Sonic (CRS# 4483))

CERTIFICATE OF LIABILITY INSURANCE

DATE (M
02/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com CN117302421--GAW-23-24	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED DELTA-SONIC CARWASH SYSTEMS, INC. 570 DELAWARE AVENUE BUFFALO, NY 14202-1284	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Endurance Assurance Corporation — 11551 **INSURER B :** Sompo America Insurance Company — 11126 **INSURER C :** N/A — N/A **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-011236166-07 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X SIR: $250,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	GGR30000063402	02/15/2023	02/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,750, $ 100, $ EXCLUD $ 1,750, $ 3,750, $ 3,750,
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			GAR30032347900	02/15/2023	02/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll	$ 2,000, $ $ $ $ 1,
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Amherst is included as an additional insured. Coverage applies on a Primary and Non-Contributory basis for all ongoing and completed operations as required by written contract.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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Attachment: Contract for CRS Routing 12.12.2023 (RES-2023-1046 : Townwide Car Wash Contract: Delta-Sonic (CRS# 4483))

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
Delta-Sonic Carwash Systems, Inc. 1264 Main Street Buffalo, NY 14209	941-360-7215 1c. NYS Unemployment Insurance Employer Registration Number of Insured
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1d. Federal Employer Identification Number of Insured or Social Security Number 16-0972035
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst - Attn: Bldg. Department 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier Sompo America Fire & Marine Insurance Company 3b. Policy Number of Entity Listed in Box "1a" JCDS1113N0 3c. Policy effective period February 15, 2023 to February 15, 2024 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

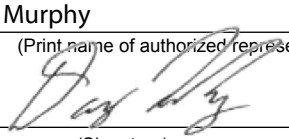
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Doug Murphy
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  2/23/2023
(Signature) (Date)

Title: Assistant Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 857-303-0116

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17) www.wcb.ny.gov

Attachment: Contract for CRS Routing 12.12.2023 (RES-2023-1046 : Townwide Car Wash Contract: Delta-Sonic (CRS# 4483))

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Attachment: Contract for CRS Routing 12.12.2023 (RES-2023-1046 : Townwide Car Wash Contract: Delta-Sonic (CRS# 4483))

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) Delta-Sonic Carwash Systems, Inc. 570 Delaware Ave Buffalo, NY 14202 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured (716) 878-9690 1c. Federal Employer Identification Number of Insured or Social Security Number 16-0972035
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) TOWN OF AMHERST ATTN: BLDG. DEPARTMENT 5583 MAIN STREET WILLIAMSVILLE, NY 14221	3a. Name of Insurance Carrier Lincoln Life & Annuity Company of New York 3b. Policy Number of Entity Listed in box "1a" 000010269414 3c. Policy effective period: 01/01/2022 to 01/01/2024

4. Policy provides the following benefits:
- ☒ A. Both disability and paid family leave benefits.
- ☐ B. Disability benefits only.
- ☐ C. Paid family leave benefits only.

5. Policy covers:
- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- ☐ B. Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 02/03/2022 By Paul Martin

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 800-423-2765 Name and Title Paul Martin VP, Group Claims

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____

(Signature of NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note**: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licen insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue t form.

Attachment: Contract for CRS Routing 12.12.2023 (RES-2023-1046 : Townwide Car Wash Contract: Delta-Sonic (CRS# 4483))

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier o licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled du to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one yea after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, exte or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying poli is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate hol with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit f or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured a provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municip department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: Contract for CRS Routing 12.12.2023 (RES-2023-1046 : Townwide Car Wash Contract: Delta-Sonic (CRS# 4483))

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 28351 **RESOLUTION 2023-1047** **ADOPTED**

GP Flooring Solutions (CRS #4495) APD HQ 1St Floor Hallway Flooring Replacement

TOWN BOARD AGENDA ITEM: DECEMBER 18, 2023

TO: **Town Board**

FROM: **Scott P. Chamberlin, Chief of Police**

RE: **GP Flooring Solutions (CRS #4495)**
APD HQ 1st Floor Hallway Flooring Replacement

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached contract between the Town of Amherst (Police) and GP Flooring Solutions, with regard to the above-entitled matter. Approval of this contract is contingent upon the successful completion of the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: December 18, 2023)**

12/18/2023
Consent

FINANCIAL IMPACT:

A 3120 .2150: $43,956.05

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Proposal

GP Flooring Solutions
Headquarters
32 Marway Circle
Gates, NY 14624

(800) 832-3550

For:

Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, NY 14228

Job Site:

Town of Amherst Police Department / Jamie
500 John James Audubon Parkway
Ground floor hallways - 1st & 2nd phase - sheet vinyl
Amherst, NY 14228
Contact: Jamie Anable 716 435-8669

Proposal #	20356
Customer PO	
Contract #	PC69409
Date	12/11/2023
Sales Person	Tim Glassbrool
Designer	

Type		Quantity	Product Description	Color / Item Number	Price	T
Vinyl Resilient	Mat	350 SqYd	Mannington - Entwined - Suber 6'x525' Sheet Vinyl	TBD	$41.76	$14,616
	Lab	350	Install Sheet vinyl		$25.58	$8,953
Accessories	Mat	24 Each	Schonox SL Patch 10 lb (GP)	10 lb		
	Lab	2586 SqFt	(2) 1/8" skim coat for sheet vinyl installation		$2.71	$7,008
Adhesive	Mat	3 Each	Mannington V-88 Pressure Sensitive Adhesive- 4 gal		$212.89	$638
Notes		Adhesive				
Accessories	Mat	3 Each	Mannington Weld Rod	TBD	$36.62	$109
	Lab	430 LnFt	Heat Weld Seams		$6.29	$2,704
Wall Base	Mat	1000 LnFt	1/8" Burke Collection wall base - 6" cove base - coil	Charcoal	$1.80	$1,800
	Lab	1000 LnFt	Install 6" cove base		$2.78	$2,780
Notes		wall base				
Transition	Mat	8 PC	Carpet to resilient transition		$7.24	$57
	Lab	96 LnFt	Install transitions in doorways		$3.26	$312
Adhesive	Mat	20 Each	MR-101 - Cove base adhesive	30oz Cartridge	$8.96	$179
Labor						
	Lab	202 SqYd	Removal of broadloom		$5.86	$1,183
Labor	Mat	1 Each	Dumpster			
	Lab	202 SqYd	Carpet disposal		$2.78	$561
Labor						
	Lab	765 SqFt	Removal of Rubber		$2.56	$1,958
Unclassified	Mat	350 SqYd	Freight & Delivery		$3.12	$1,092
Notes		Freight to GP warehouse Delivery to Amherst Police				

Attachment: Quote (RES-2023-1047 : GP Flooring: APD Hallway Flooring Replacement (CRS# 4495))

Continuation For: Town of Amherst Police Department, Proposal # 20356

Type	Quantity	Product Description	Color / Item Number	Price	Total

Information

All pricing is per NYS Contract PC69409
Project hours are M-F 8am-5pm - Nights & weekends would be extra
No Moisture testing is included due to not being slab on grade

Thank you for your business

	T
Contract Total	$43,956
Sales Tax	
Grand Total	$43,956

Additional Conditions

Federal ID #16-6330058, NYS WBE-59619 (Email PO's to Orders@gpflooringsolutions.com)

We are pleased to present this confidential proposal for review by you and your organization. Work to be done M-F during normal working hours unless otherwise noted. If furniture is to be moved, electronics should be unplugged and any loose personal items should be put in a box on the desk top. Loose boxes, shoes, etc. on the floor should be removed and placed on the desk top as well. Certified third party moisture and pH testing is excluded from this proposal. Warranty does not include any moisture related subfloor failures. Unforeseen conditions are not included in the proposal.

The proposal does not include ACM abatement work or any provisions for ACM in the work area. If an abatement is taking place prior to this work, please ensure that all abatement chemicals and residue are removed. The chemicals can have an adverse effect on the flooring materials and voids the manufacturer warranty.

Payment terms are net 30 unless otherwise noted. GP to invoice for materials upon order placement. Proposal expires 30 days from date of issuance.

Due to the current material pricing volatility, the prices of materials, taxes and/or surcharges contained in this proposal are those in effect as of the date of the proposal; GP Flooring Solutions shall be reimbursed for all increases in the cost of material.

Buyer _____ Date _____ Seller _____ Date _____

Attachment: Quote (RES-2023-1047 : GP Flooring: APD Hallway Flooring Replacement (CRS# 4495))

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 28361 **RESOLUTION 2023-1048** **ADOPTED**

Erie County Senior Services Congregate Dining CRS #4502

We respectfully request Town Board permission to authorize the Supervisor to sign the Congregate Dining contract between the Town of Amherst (Senior Services) and Erie County Senior Services upon successful completion of the Routing process.

12/18/2023
Consent

FINANCIAL IMPACT:

A6773-04001

$231,868.00

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

2024 rev.1

ERIE COUNTY DEPARTMENT OF SENIOR SERVICES PROGRAM CONTRACT

1. TITLE OF PROGRAM: **Congregate Dining**

2. BUDGET CATEGORY DESIGNATION: Title III C-1/NSIP

3. CONTRACT PERIOD: 01/01/24-12/31/26

4. ORGANIZATION:

Name:	**Town of Amherst by and through Amherst Center for Senior Services**
Mailing Address:	Amherst Town Hall 5583 Main Street Williamsville, NY 14221
Office Phone:	(716) 632-7000
Federal I.D. No.:	16-6002157

Executive Director/Administrator: Brian J. Kulpa, Town Supervisor

Email: bkulpa@amherst.ny.us

5. PROGRAM CONTACT:

Name, Title:	Melissa Abel, Director- Amherst Center for Senior Services
Mailing Address:	370 John James Audubon Parkway Amherst, NY 14228
Office Phone:	(716) 636-3055 x 3117
Email:	mabel@amherst.ny.us

Attachment: Nutrition2024-12132023075004 (RES-2023-1048 : Erie County Senior Services Congregate Dining CRS #4502)

2024

AGREEMENT

THIS AGREEMENT made on the 1st day of January 2024 between the COUNTY OF ERIE (the "County"), a municipal corporation of the State of New York, having its principal office in Buffalo, Erie County, New York, acting by and through the Erie County Department of Senior Services, (the "Department"), and

Town of Amherst by and through Amherst Center for Senior Services

(the "Agency"), a municipal corportation, organized under the laws of the State of New York having an office and principal place of business at :

370 John James Audubon Parkway, Amherst NY 14228

WITNESSETH:

WHEREAS, the County desires to make available to the residents of Erie County, services to older adults as authorized by the New York State Office for the Aging and by the Erie County Legislature. The Erie County Department of Senior Services is hereby authorized to establish, operate and maintain programs and services for older adults; and

WHEREAS, in its role as the Area Agency on Aging, the Erie County Department of Senior Services is responsible for the development of a coordinated system for the delivery of services to older persons residing in the planning and service area of Erie County in the State of New York. As part of this responsibility, the Department has been charged with the implementation of the Older Americans Act of 1965, as amended, which provides for the provision of nutritional services and certain specified social services to persons aged sixty and their spouses; and

WHEREAS, the Department developed a design for service provision under the Older Americans Act of 1965, as amended, which draws on the resources of existing community-based service delivery organizations. This protocol details the service provision design including specific responsibilities of the sponsoring agency; and

WHEREAS, Good nutrition is essential to maintaining independence for individuals as they age. In recognition of this fact, Title III of the Older Americans Act (OAA), along with New York State's Office for the Aging and Erie County make a substantial investment in providing support for congregate meals, home-delivered meals, nutrition screening, education and counseling, and health promotion activities such as physical fitness, falls prevention classes, and chronic disease self-management classes.

WHEREAS, The purposes of the elderly nutrition program, as stipulated in Title III of the OAA, are to (1) reduce hunger and food insecurity, (2) promote socialization of older adults, and (3) promote the health and well-being of older adults by assisting them to access nutrition and other disease prevention and health promotion services to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior. These services are part of a larger

Attachment: Nutrition2024-12132023075004 (RES-2023-1048 : Erie County Senior Services Congregate Dining CRS #4502)

comprehensive service system that is designed to help older adults maintain both their health and their independence as they age.

WHEREAS, The target population of the elderly nutrition program is those Erie County residents who are age sixty and over. However, priority for service shall be given to those older persons with greatest economic or social need that is, those who, because of low income, physical or mental impairment, minority status, cultural or social isolation, are at greater need.

WHEREAS, the County and the Agency in the spirit of mutuality and partnership, desire to provide the residents of the County the optimum quantity of geriatric services of the highest professional quality; and

WHEREAS, the Agency enjoys the use of facilities and has the capacity for the provision of certain services to the aging; and desires to provide a program to help elderly persons maintain their nutritional well-being and social independence; and

WHEREAS, the County desires to contract for such services and the Agency has agreed to furnish such services to the residents of the County;

NOW, THEREFORE, the County and the Agency agree as follows:

ARTICLE I.: THIS AGREEMENT

Section 1.1 Incorporations. The agreement between the parties shall consist of this Agreement and the following Schedules which are attached hereto and made part hereof:

Schedule "A": Statement of Services.
Schedule "B": County Standard Insurance Provisions. Classification G.
Schedule "C": Standard Assurances- Title III of the Older Americans Act. Agency may also be referred to as "Applicant" in Schedule C.
Schedule "D": Standard Assurances - New York State Office for the Aging.
Schedule "E": Remuneration.
Schedule "F": Business Associate Agreement.
Schedule "G": Erie County Executive Order #13 - Pay Equity.

Section 1.2 Agreement . The Agency agrees to provide the services set forth herein subject to all the terms and conditions set forth in this Agreement and Schedules hereof. Agency further agrees to all the representations, terms, and conditions set forth in the attached Schedules listed above as if fully set forth in this Agreement. This Agreement and the Schedules above shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

Section 1.3 Counterparts. This Agreement may be executed simultaneously in several counterparts,

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each of which shall be an original and all of which shall constitute but one and the same instrument.

ARTICLE II: TERM OF THIS AGREEMENT

Section 2.1 Term of Agreement: The term of the contract shall be for a three (3) year period commencing January 1, 2024, and terminating December 31, 2026, unless terminated earlier pursuant to the provisions of this agreement. The County, in its sole discretion, may extend the agreement beyond its initial term for up to two (2) additional one (1)-year periods at the same prices and conditions.

Section 2.2 Termination.

A.) Either party may terminate this Agreement for a breach of a material provision hereof "Cause") upon ten (10) days written notice, provided that the written notice of the Cause has been given to the other party at least thirty (30) days before hand and an opportunity to remedy such Cause is provided.

B.) The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights available to either party at law or equity.

C.) Agency agrees that in the event of termination of the agreement prior to the expiration date set forth in this Agreement, the Agency agrees to:

1) Account for and refund to the County, within thirty (30) calendar days, any funds that have been paid to the Agency pursuant to this Agreement that are in excess of un-reimbursed expenses incurred prior to the notice of termination;

2) Not incur any further obligations pursuant to the agreement beyond the termination date;

3) Submit, within thirty (30) days of termination, a report listing each and every receipt, expenditure of funds, program activity, accomplishment, and obstacle encountered relating to this Agreement.

4) Return all fixed assets belonging to the County of Erie, purchased under the terms of this or preceding contracts.

Section 2.3 County's Rights. In the event the County determines that there has been a material breach by the Agency of any of the terms of the Agreement which poses a significant threat to health and safety and such breach remains uncured for forty-eight (48) hours after service on the Agency of written notice thereof, the County, in addition to any other right or remedy it might have, may suspend this Agreement and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for its completion, during such reasonable period of suspension and any additional expense or cost of such completion shall be charged to and paid by the Agency until the Agency can provide reasonable evidence of the cure of such material breach. Without limiting the foregoing, upon written notice to the Agency, repeated breaches by the Agency of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

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ARTICLE III: BASIC OBLIGATIONS OF AGENCY

Section 3.1 Contract Services. The Agency shall provide to the residents of Erie County the contract services set forth in Schedule "A" attached to this Agreement. The contract services shall be carried out by the Agency in accordance with current industry standards and trade practices.

Section 3.2 Duty to Report Progress. The Agency shall report to the County on its progress toward completing the contract services, as the Commissioner of Senior Services or his/her duly authorized designee (the "Commissioner") may request, and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this agreement.

Section 3.3 Insurance. The Agency agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "B", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. All Certificates of Insurance shall be approved by the County of Erie Department of Law prior to the inception of work, and all payments will be delayed until the requirements are met. All entities which have elected to become self-insurers for liabilities formerly covered by policies of Automobile, General, Excess Umbrella Liability Insurance and Worker's Compensation are required to provide to the Department, proof of coverage equivalent to the limits required by this Section as specified in Schedule B. Evidence of Workers' Compensation must be on forms approved by the New York State Workers' Compensation Board.

In the event that a required insurance policy is cancelled, expires or lapses, the Agency shall submit to the County an updated Certificate of Insurance, which shall be reviewed for approval by the County of Erie Department of Law and all payments will be delayed until the requirements are met. In addition, the County reserves the right to terminate this Agreement should the Agency fail to provide the required insurance within 30 days of the policy's cancellation, expiration or lapse.

Section 3.4 Contract Expenses. The Agency shall be responsible for all costs involved in the delivery of contract services and shall incur only those expenses set forth in this Agreement on any Schedule attached hereto. Subcontracts for services as required under this agreement shall also be in accordance with this Agreement and any Schedule attached hereto.

Section 3.5 Professional Standards and Levels of Service. All contract services will be delivered in accordance with generally accepted standards of professional quality and quantity. The units of service as specified shall be periodically reviewed by the parties, and where appropriate, the units of service specification may be adjusted by the mutual agreement of the parties in writing. No reduction in the level of services shall be permitted if such reduction alters the basic nature or adversely affects the quality of the contract services.

Section 3.6 Required Performance. Agency agrees that, whether during the contract term or thereafter, it will do all necessary acts and sign any and all documents, contract amendments and/or supplemental agreements which may be required or necessary to maintain grant status and/or to satisfy requirements by federal, state, county and grant providers or which may be required to maintain or to obtain additional grant funds applicable to the term set forth in this Agreement.

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Section 3.7. Indemnification. In addition to, and not in limitation of the insurance provisions contained in Schedule "B", Agency agrees that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County: (a) the Agency shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Agency or third parties under the direction or control of the Agency; and (b) Agency shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto. Agency's obligation under this Section shall continue beyond the expiration or termination of this Agreement.

Section 3.8 Non-assignability and Subcontract Agreements. The Agency shall not assign, transfer, convey, subcontract or otherwise dispose of this Agreement or of its right, title, or interest herein or its power to execute this Agreement to any person or corporation without the previous consent, in writing, of the County. All agreements between the Agency and a subcontractor(s) shall be by written contract only. Any subcontract submitted for approval by the County must provide in writing that the Agency will retain ultimate control and responsibility for the service provided under the subcontract and that the subcontractor shall be bound by the provisions of the Agreement between the Agency and the County and any other requirement applicable to the Agency in the provision of contract services. Where required by New York State law, all subcontractors shall be licensed and certified to perform contract services by the Offices of New York State. All subcontracts entered into by the Agency shall be written in accordance with all local, New York State and Federal laws, rules and regulations and shall be available for review by the County and the Offices of New York State. No subcontract shall provide for the County to incur financial obligation. All subcontracts entered into by the Agency with a subcontractor shall be governed by applicable provisions of New York State law relating to conflict of interests. The Agency shall not be relieved of any responsibility under this Agreement by any subcontract. The Provider shall require by written agreement all subcontractors and their employees to observe all applicable local, New York State and Federal laws, rules and regulations relating to the confidentiality of client records and information.

Section 3.9 Agency Status. Written notice to the County pursuant to the notice provisions above AND to the Erie County Department of Law, 95 Franklin Street, Rath Building-16th Floor, Buffalo, New York, 14202 shall be given by Agency should: (A) Agency's status be altered in any way; and/or (B) Agency be subject to investigation concerning acts or omissions which would affect Agency's status and/or licensure. Immediate notice under this section means postmarked First Class Mailing no later than 72 hours after any alteration of license status or knowledge of any investigation.

Section 3.10. Compliance with the Law. The Agency shall furnish the contract services in compliance with all applicable Federal, State, County, Local and Department laws, rules, regulations, and policies and procedure manuals. The Agency shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder.

ARTICLE IV: PAYMENTS FOR SERVICES

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Section 4.1 Amount payable by the County. For the services to be performed pursuant to this Agreement, the Agency shall be paid the amount authorized for this Agreement by the Erie County Legislature as is further specified in Schedule E and Schedule E Budget Attachment attached hereto.

Section 4.2 Availability of Funds. The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by the Erie County Legislature. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by the County Legislature during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Agency, then the Agency shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Agency, then the Agency shall have the right to terminate this Agreement upon reasonable prior written notice.

The parties further recognize and acknowledge that the obligations of the County under this Agreement may be subject to the County's receipt of funds from agencies of New York State, the United States of America, or other non-county sources. If, for any reason, the full amount of said funds is not paid over or made available to the County by New York State or the United States of America, or non-county source, the County may terminate this Agreement immediately or reduce the amount payable to the Agency, in the discretion of the County. The County shall give prompt notice of any such termination or reduction to the Agency. If the County subsequently offers to pay a reduced amount to the Agency, then the Agency shall have the right to terminate this Agreement upon reasonable prior written notice.

Section 4.3 Refund by the Agency. If, upon the expiration of this Agreement, the amount received by the Agency, including but not limited to any advance payments made by the County under this Agreement, exceeds the authorized expenditures pursuant to this Agreement, the Agency shall remit

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to the County the amount of such excess within ten (10) days upon separate request of the County. The Agency's obligation under this Section shall continue beyond the expiration or termination of this Agreement.

Section 4.4 Final Payment by the County. If, upon the expiration or termination of this agreement, the County owes the Agency for contract services, the Agency shall submit an invoice within thirty (30) days after the termination date, in such form and supported by such documentation and certification as the County may require, and the County shall pay the Agency the appropriate amount. The County's obligation under this Section shall continue beyond the expiration or termination of this contract.

Section 4.5 Payment Conditional. All payments by the County under this agreement shall be subject to revision on the basis of an audit conducted by the Comptroller of Erie County, any appropriate state agency, or the Department. Furthermore, if the New York State Office for the Aging shall fail to approve full state and federal aid reimbursement for payments by the County to the Agency under this agreement by reason of any act or omission of the Agency, the County's obligation shall be reduced by the amount so not approved, and any County matching funds. The County may withhold from any payment due to the Agency on any agreement, or recover from the Agency, an amount equal to the sum so not approved and any County matching funds. The County may withhold payment to the Agency of the sum not in excess of ten (10) percent of the obligation of the County stated in this Agreement until after an audit satisfactory to the Department has been completed, provided an audit has been commenced within one (1) year from the date from which payment is withheld. The Department shall settle accounts with the Agency on the basis of that audit within a reasonable time, not to exceed three (3) months, after the audit is transmitted to the Agency.

ARTICLE V: RESPONSIBILITIES OF THE COUNTY

Section 5.1 General Supervision and Evaluation. The Department shall provide, in a manner consistent with Federal, State and local laws and regulations, general supervision and evaluation over the contract services and facilities rendered, administered or coordinated by the Agency.

Section 5.2 Revision of Contract. The Department shall, during the term of this Agreement, review any proposals submitted by the Agency to change the contract services. The Department may authorize appropriate amendments to this contract upon the mutual agreement of both parties that such change or changes are desirable. All budget transfers for any approved changes in services pursuant to this Section must be in compliance with the requirements of this Agreement. In no event shall such change result in an increase in the obligation of the County without the authorization in writing of the County Executive of Erie County and, when necessary, the authorization of the Erie County Legislature.

ARTICLE VI: RECORDS, REPORTS, AUDITS.

Section 6.1 Records.

A.) Agency shall keep records with respect to delivery of contract services performed under this agreement. Such records shall be kept separate or identifiable from those relating to other

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activities of the Agency. The Agency shall maintain adequate individual client service records which shall, subject to the provisions of this Agreement, be made available to the Department. Individual records or evaluations shall be transferred to the Department or other providers of services only upon the written authorization from the client.

B.) Any information transferred to a provider of services to the aging is to be confidential and used solely for the benefit of the client. The Agency shall implement appropriate privacy and security safeguards to protect the confidentiality, integrity and availability of protected health information, including but not limited to privacy and security policies, employee training, and access, use and disclosure restrictions. At the expiration or termination of this Agreement, or any extension thereof, all plans and programs for providing services, all client educational plans, programs and materials, all program records, and all program evaluation shall become the property of the Department on behalf of the County, provided however, that the Agency shall have free access to such records as necessary and appropriate. Individual records and evaluations shall be transferred to the Department if the Agency is not adequately maintaining such records or if the Agency is dissolved. The Agency's obligation under this Section shall continue beyond the termination of this Agreement and shall be in compliance with confidentiality requirements of applicable laws.

Section 6.2 Record Retention. The Agency shall retain all books and records (including supporting documents) relating to its performance under this agreement for seven (7) years from the expiration or termination date of this agreement unless permission is given to the Agency in writing by the Department to destroy them prior to the expiration of the seven (7) year period.

Section 6.3 Audit, Inspection and Visitation.

A.) Subject to the confidentiality and privilege provisions of this Agreement, the Agency shall during regular business hours make available for reasonable audit, inspection and visitation by the Department, the Erie County Comptroller, the New York State Office for the Aging, and the New York State Department of Audit and Control, U.S. Administration on Aging or any persons retained by these agencies, its contract services, facilities, and all financial, statistical and client reports, records, memoranda and other data relating thereto, related to this agreement. Further, the agency shall provide a copy of any audit, and/or management letter received from any independent auditor who has occasion to audit said agency's books and records and provide such audit and/or management letter to such agency, to the Erie County Comptroller's Office, 11th Floor - Rath Building, Buffalo, New York, 14202, and the Erie County Department of Senior Services, Attention: Fiscal Management Unit, Room 1329, Rath Building, 95 Franklin Street, Buffalo, New York 14202.

B.) In the event, this Agreement is funded in part by funds from the Federal government, the agency must meet the audit requirements of Office of Management and Budget Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards-Subpart F as currently named, numbered and/or amended, as well as any additional audit requirements contained in this Agreement and Schedules of this Agreement.

Section 6.4 Confidentiality and Privilege. All examinations, inspections, audits and visitations hereunder shall, in the absence of an effective waiver by the client, be conducted in accordance with

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client confidentiality requirements of applicable laws, on the Agency's premises, and at the discretion of the Agency, in the presence of an Agency representative.

ARTICLE VII: MISCELLANEOUS

Section 7.1 Relationship of Parties. The Agency and the County agree that the Agency and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees, agents or servants of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Agency covenants and agrees that neither the Agency nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will act as, hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

Section 7.2 New York Law and Interpretation.

A.) This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

B.) If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

Section 7.3 No Third-Party Reliance. Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, or by reason of this Contract, except in the event that specific third party rights are expressly granted herein.

Section 7.4 No Waiver of Right to Enforce. Failure of County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any work or the payment of any fee or reimbursement due hereunder with or without knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

Section 7.5 Conflicts of Interest. The Agency shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Agency shall also use all reasonable means to avoid any appearance of impropriety, in performance of this agreement.

Section 7.6 Authorized to Sign. The person or persons signing this Contract on behalf of the Agency hereby represent that they are duly authorized to enter this Contract and to bind Agency to all

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terms and conditions set forth in this Contract and all attachments hereto.

Section 7.7 Mention of County/State Support. In any printed matter announcing or describing a service provided or supported by the Agency, or in any product such as a publication, book, catalog, films, videotape, exhibition, website, or similar product assisted under the terms of this agreement, the Agency shall prominently mention the Erie County Department of Senior Services, and the New York State Office for the Aging.

Section 7.8 Copyrightable Material. Where Agency projects supported in whole or in part by County and/or State assistance, produce original books, manuals, films, or other copyrightable material, the material cannot be copyrighted or sold without the written permission of the New York State Office for the Aging and the County of Erie. The Erie County Department of Senior Services reserves the royalty-free, non-exclusive and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to publish and use such materials. Any income received by the Agency as royalties or otherwise earned by such copyrightable material shall be considered as Agency income. Such income shall reduce the County's obligation under this Agreement in accordance with the provisions of Article IV. Creation of all such material must be consistent with this contract and forwarded to the Erie County Department of Senior Services.

Section 7.9 Labor Agreements. The Agency shall provide to the Department the details of any existing labor agreement or Agency commitment for the provision of increases in personnel salaries or benefits.

Section 7.10 Limitation on Actions. No action shall lie or be maintained against the County upon any claim under this agreement or arising out of anything done in connection with this agreement, unless such actions shall be commenced within ninety (90) days from the termination date of this agreement.

Section 7.11 Headings. The headings in this agreement are inserted for convenience and reference only and shall not be used in any way to interpret this agreement.

Section 7.12 Mutual Cooperation. The Agency and the County recognize that in the performance of this contract, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties does, therefore, enter into this contract with the intention of loyally cooperating with the other in carrying out the terms of this contract and in promoting the interests of the elderly.

Section 7.13 Other Services. The Agency shall report to the County the receipt by the Agency of any grant or contract between the Agency and any other party which directly or indirectly affects the performance of the services in this contract. At no time shall the quantity or quality of services provided by the Agency under this agreement be adversely affected.

Section 7.14 Welfare to Work Initiative.
Erie County strongly encourages all not-for-profit agencies that contract with the County of Erie to participate in the community service component of the County's Welfare to Work Initiative. This program places qualified public assistance recipients in community service placements. Clients participating in this component must work in their respective community assignments as a condition

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for receipt of welfare benefits. An agency representative should contact: Erie County Department of Social Services, Employment and Training Programs, for additional information regarding this program.

Section 7.15 Notice Address. All notices to the County shall be addressed to the Commissioner, Erie County Department of Senior Services, Room 1329, Rath Building, 95 Franklin Street, Buffalo, New York 14202, and all notices to the Agency should be addressed to:

Town of Amherst
Attn: Supervisor Brian Kulpa
5583 Main St.
Williamsville NY 14221

Section 7.16 Non-discrimination. The Agency: 1) shall not discriminate against any employee or applicant for employment because of race, creed, religion, color, national origin, gender, age, disability, marital status, sexual orientation or citizenship status or any other status protected by New York State or Federal laws with respect to all employment decisions including, but not limited to recruitment, hiring upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; 2) shall not discriminate in the selection of subcontractors on the basis of the owner's partners or shareholders' race, religion, color, creed, national origin, gender, age, disability, marital status, sexual orientation or citizenship status or any other status protected by New York State or Federal laws; 3) shall state in all solicitations of advertisement for employees placed by or on behalf of the contractor that all qualified applicants will receive consideration for employment without regard to race, religion, creed, color, national origin, gender, age, disability, marital status, sexual orientation or citizenship status or any other status protected by New York State or Federal laws or is an equal employment opportunity employer; and 4) shall not discriminate against any client or applicant for services rendered under this agreement because of race, creed, religion, color, national origin, gender, age, disability, marital status, sexual orientation or citizenship status or any other status protected by New York State or Federal laws.

Section 7.17 Emergency Preparedness Plan. In order to secure the well-being of clients receiving County-funded services provided by the Agency, as well as the staff and property of the Agency itself, the Agency shall prepare and have available for review by County personnel a comprehensive Emergency Preparedness Plan that details what actions are to be taken in the event of a natural or man-made disaster or emergency of whatever kind. To the extent possible, this Plan shall be coordinated with the overall master plan for emergencies in effect in the city, town or other municipality in which the Agency is located, as well as with Erie County's plan(s) for such emergencies.

Section 7.18 New York Executive Order 38. Pursuant to New York State Executive Order 38, issued January 18, 2012, and as prescribed by State regulations promulgated thereunder, should the Agency be considered a covered provider thereunder, Agency shall comply with all reporting obligations contained in such regulations. Reporting obligations include, but shall not be limited to, the submission of a completed EO 38 Disclosure form for each reporting period. Such forms shall be submitted in the manner and form specified by the State agency(ies) providing funds through this Agreement. All such reporting shall be made directly to such funding State agency(ies). The County shall not be responsible for receiving or forwarding such reports to State agencies. In addition to

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compliance with State regulations applicable thereto Agency shall comply with all substantive requirements of Executive Order 38, including the cap on certain executive compensation and required minimum percentage payments for direct care services. Evidence of such compliance shall be submitted to the County on an annual basis.

Section 7.19 Erie County Executive Order 13. The Agency shall comply with Erie County Executive Order 13 (2014) and agrees to complete the Certificate collectively attached hereto as Schedule "G" and made a part hereof. The Agency shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Agency, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency's compliance with Erie County Executive Order 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014), may constitute grounds for the immediate termination of this Agreement and may constitute grounds for determining that the Agency is not qualified to participate in future County contracts.

IN WITNESS WHEREOF, The County of Erie and the Agency have caused this Agreement to be executed.

THE COUNTY OF ERIE

By: _____

Mark Poloncarz / Lisa M. Chimera
County Executive/Deputy County Executive

Date: _____

Town of Amherst Center for Senior Services

By: _____

Brian Kulpa
Town Supervisor

Date: _____

Program Title: **Congregate Dining**

Approved as to content:

By: (Electronically signed)
Angela Marinucci
Commissioner Dept. of Senior Services

Date: _____

Approved as to form:

By: (Electronically signed)
Aaron Rubin
Assistant County Attorney

Date: _____

Document # 24 - ____ -SS

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SCHEDULE A

STATEMENT OF SERVICES

Congregate Dining Services

Town of Amherst by and through Amherst Center for Senior Services

2024-2026

To the fullest extent applicable, Agency agrees to the terms and conditions set forth in this Schedule:

Part I – Services, Terms and Conditions

1) Erie County is contracting with the Agency to prepare and deliver weekday noontime meals to congregate dining site(s) operated under Stay Fit Dining Program for the Elderly; provide, operate, and clean up suitable site(s) and related facilities for group dining as provided under this agreement; and transport and/or escort qualified participants to and/or from the dining site, provided such transportation is at the expense of the Agency; and evaluate performance to ensure that all program criteria is met; and meet reporting requirements to County as specified herein.
2) Agency is responsible for developing written policies and procedures concerning all aspects of the program.
3) Agency agrees to employ older workers, where practical.
4) The obligation of the County shall be limited to reimbursement **for the price per meal, price per meal clean up, and price per transportation and escort service provided** as set forth in **Schedule E** of this Agreement. County shall not be responsible for payments to the Agency for any expenditures in violation of this provision.
5) Agency shall have no liability for the delivery of meals beyond the funds budgeted for meals as set forth in **Schedule E** of this Agreement if the demand for meals exceeds available funding. County will implement wait-list protocols in the event of anticipated funding shortages or increased demand for meals.
6) Commencing July 2024 and July of each contract year thereafter the County and Agency will undertake a budget review for the following contract year. This budget review shall be for the purpose of providing a County Budget recommendation for the ensuing contract year.
7) Agency shall comply with all applicable Federal, State, and Local laws, rules and regulations (Law), including but not limited to those promulgated by the United States Department of Health and Human Services Administration on Community Living (ACL), the New York State Office for the Aging (NYSOFA), the New York State Department of Health, and the Erie County Department of Health, in the performance of services, including but not limited to the procurement, storage, handling, preparation, cooking, heating, chilling, transportation and delivery of meals.
8) Agency undertakes and agrees that any program or services facility provided hereunder shall be in full compliance with all applicable laws, regulations, and ordinances respecting health, sanitation, and fire protection, and will supply the Commissioner of Senior Services with proof of such

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compliance upon request. If said facilities should be cited for violations under these applicable laws, regulations, and/or ordinances, the Agency will be responsible for the correction of such violations as soon as possible after notification and within the period specified in the citation(s). Agency shall forward all notices of violations to the Commissioner of Senior Services within 24 hours of receipt of such violation. The Agency represents that all required fire and sanitation inspections have been made and that it has adequately planned for the safety needs of the elderly who are to be beneficiaries of service under this Agreement and which service is within the contract of the Agency. The Agency agrees from time to time to satisfy the County that adequate provision for such safety needs are in effect. The Agency agrees to procure and keep in effect all necessary licenses, permits and food handler cards required by law and the Agency agrees to post such licenses, permits, and cards in a prominent place within the site location(s), as required.

9) All equipment supplied by the County under this Agreement shall be deemed to be the property of the County and shall be used as far as practical by the Agency for the purpose of carrying out the extent of the Agreement and shall not be available for general use by the Agency outside of this Agreement. All such equipment shall be identified in a suitable manner. Upon the termination of this Agreement, if not renewed, the Agency shall submit a final inventory of all such equipment on hand within thirty days after completion of the services to be performed under this Agreement. Disposition of the inventoried property shall be made in accordance with applicable provisions of the law under the direction of the County. Agency shall reimburse County for any loss or damage of said equipment due to fire, theft, or any cause other than from normal use.
10) County reserves the right to review the number of congregate sites, participant census, service area, delivery site locations, service days, and all service-related changes as necessary to meet program needs and funding, within the limits of funding provided by the County; provided, however, that no increase in the number of sites and no decrease in the minimum delivery per site shall be implemented without the mutual agreement of the Agency and the County.
11) County and Agency will collaborate during the contract period to evaluate all congregate sites, minimum number of meals delivered to sites, routes, and delivery timing to best serve older adults in the community with congregate meals. This may include the reduction or consolidation of congregate sites or a change in delivery time for congregate sites within the lunch time period, any of which shall be subject to mutual agreement of the County and Agency.
12) Agency and County staff will meet or teleconference bi-weekly, or more often as necessary, to review to discuss any food preparation, quality, or delivery issues.
13) Agency is encouraged to attend the quarterly project meeting with County and Congregate site representatives.
14) Agency is responsible for performance of and compliance with the following:

A. **Preparation and Delivery of Meals**

1) Agency is responsible for food preparation and delivery of weekday noontime meals to the congregate dining sites in **Exhibit A** operated under Stay Fit Dining Program for the Elderly. Menus to be jointly developed by Agency and County based upon **General Meal Requirements for Congregate Dining** stated herein.

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a) Agency will allow Erie County Nutrition staff to periodically offer a site menu choice to allow for variety.
b) In the event of a last-minute change to a final menu, the Erie County Nutrition staff must be notified. All menu substitutions must be approved by the Erie County Chief Dietitian. All menu substitutions must be of equal nutritive value.
c) Regular Congregate meals, Frozen Grab and Go meals, and Dinner meals will be based off this standard menu.

2) Meals must be ready-to-eat meals packaged in **bulk** or **tray** as required by each congregate site:
   a) **Bulk-meals** are delivered cold or frozen in bulk pans to the location. The Congregate site staff reheats the food items on-site and serves the meal on a plate to the participants. Meals are generally delivered in the early morning on the day of service.
   b) **Tray-meals** are delivered hot, ready-to-eat to the Congregate sites that do not have the staff or commercial kitchen equipment to serve Bulk-meals. Delivery of tray meals must be made each weekday generally between 11:00am - 12:30 pm to the tray congregate sites within a two-hour time frame from tray-up to congregate site, Monday through Friday.
   c) **Ethnic meals** must be prepared for locations identified in **Exhibit A**. African American and Hispanic menus will be created by Erie County Nutrition staff and will use the Regular menu as their base. Culturally sensitive menu choices will be exchanged as needed. No more than five (5) entrée changes per month will be made for each ethnic menu. See **Exhibit B** for African American and Hispanic sample menus items.

3) Agency must deliver **Frozen Grab and Go Meals** once a week generally between 8:00am-10:00am to participating Congregate sites, on either Mondays or Tuesdays. Exceptions will be made for holidays, in which frozen meals will be delivered on the next business day. Frozen Grab and Go meals will be packaged in a five-meal format which will consist of 5 different frozen meals and an unfrozen pack of 5 each of the following: ½ pint 1% milk, dinner roll, butter, and individually packaged desserts. All Frozen Grab and Go meals should be prepared by no more than 2 weeks from the time of distribution and must be labeled identifying the contents and a "use by" date. See **Exhibit C:** Frozen Meal Menu Sample.

4) Agency must deliver **Dinner Meals** to applicable sites per **Exhibit A.** This will be available for dining site locations that wish to serve a meal later in the day in addition to the Congregate lunch program. One hot meal entrée and one entrée salad option will be available each week from which sites can choose. Sites can order one or both meal options on as many days of each week as desired. Sites may order weekly or on an "as needed" basis. Site menu selections will be submitted 3 weeks prior to the date of meal service. Meal counts will be submitted with regular Congregate and Frozen Grab and Go meal counts on the Wednesday of the previous

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week of meal service. Meal count changes for Dinner Meals will be accepted up to 48 hours in advance of meal service. Erie County Nutrition staff will be responsible to create the Dinner menus. Dinner menus will meet the same requirements as the standard Congregate meal menus. Dinner Meals will be Bulk delivery only. See **Exhibit D**: Erie County Stay Fit Dining Standard & Dinner Sample Menus

5) Agency will deliver meals to sites based on the number of meals ordered on scheduled service days. There will be no minimum order.

6) County will provide the Agency with appropriate meal counts per Congregate site by Wednesday at 2 pm for the following week. Meal count changes will be accommodated up to 24 hours in advance. Frozen Grab and Go and Dinner meal count changes will be accommodated up to 48 hours in advance.

7) Congregate meals are not served on certain holidays. The normally observed holidays at the congregate sites are: New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving, and Christmas.

8) Agency must enact their Continuity of Operations Plan (COOP) which specifies a backup production method/site and a method of back-up delivery when the normal delivery system is disrupted or inoperable, subject to weather, disaster or other unforeseen circumstances beyond the control of the Agency.

9) If it becomes necessary for the Agency to cancel any or all meal service due to severe weather or other conditions endangering personnel or volunteers, the Agency will consult with the County's Department of Senior Services Nutrition Program Assistant Program Manager or Designee, or the Commissioner of Senior Services, regarding such decision.

B. **General Meal Requirements for Congregate Dining (Bulk, Tray, Dinner, And Frozen Grab and Go Meals):**

1) Agency must guarantee that all meals will conform to the requirements of the program. This includes the provision that each complete meal must provide 1/3 of the Recommended Daily Allowance for adults 60 years of age and older, as specified by the Food and Nutrition Board, National Academy of Science and the National Research Council. The meal must include a source of Vitamin C every day, a source of Vitamin A three times per week, and 3 oz. high biological value edible protein every day.

2) In addition to the entrée, all meals will include:
   a) Vegetables and fruit (two - ½ cup servings)
   b) Once slice of bread or variant (one ounce), Butter (one teaspoon)
   c) Dessert (ex.: one serving of at least ½ cup fruit, or fresh fruit, or iced cake, milk-based pudding, cookies, etc.)
   d) Milk/Chocolate Milk (½ pint: 1% homogenized low-fat milk (fortified with Vitamin A and D)

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e) Enriched or whole grain products (spaghetti, noodles, rice, stuffing, etc.), one serving as appropriate

3) Meals must be moderate in sodium (~800 mg /meal), saturated fat and sugar levels. No salt may be used in the cooking process. Low sodium products are to be used in gravies, soups, sauces, etc. All meals must be of the highest quality standards and conform to USDA requirements. Meals must be prepared in a manner to preserve optimum flavor, color, texture, size, shape and appearance while retaining nutrients and food value. Agency must ensure entrée tenderness and must sample food items to ensure high quality and entrée tenderness prior to delivery.

4) Agency will be responsible for providing specific recipe information as needed to complete nutritional analysis of all items served for all menus by the Erie County Nutrition staff as required by NYSOFA. Standardized recipes must be used to ensure consistency.

5) Entrée Specifications:
   a) 3 ounces cooked weight serving of edible meat, poultry, seafood, eggs or cheese. Meat: USDA Choice/Select
   b) Poultry: USDA Grade A
   c) Pure Ground Beef: USDA Choice/Select 80/20
   d) Eggs: USDA Grade A
   e) Cheese: USDA Grade A
   f) The same entrée type may not be provided more than once per week nor on the same day in the following week.
   g) Fillers or breading used in preparation may not be counted as part of the 3oz serving.
   h) Fresh, frozen chicken, pork, beef and fish are recommended.
   i) Meat alternatives must be provided on Ash Wednesday and on Fridays during Lent.
   j) Ground beef entrees (i.e. casseroles, meatballs, meatloaf, hamburger patties, Salisbury steak, etc.) may not be used more than one time per week.
   k) All ham products (i.e., hot dogs, knockwurst, polish sausage, luncheon meats, etc.) must be low sodium products.
   l) Luncheon meat must be post-pasteurized.

6) Fruits, Vegetables and Juices:
   a) Vegetables and Fruits: Two ½ cup servings-drained Fresh fruits and vegetables: USDA Number 1
   b) Bananas-150 Petite Oranges 113 ct. Navel Apples 120 ct. Empire
   c) Frozen vegetables: USDA Grade A Fancy Canned vegetables: USDA Grade A Fancy
   d) Canned fruit: USDA Grade A Fancy Light syrup or natural juice packed Frozen fruits: USDA Fancy
   e) Canned diet fruits: USDA Grade A Fancy

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f) Fruit and vegetable juice: 4 oz. USDA Grade A Fancy 100% juice, Vitamin C Fortified and pasteurized.
g) Individual packaged juice must be provided. Fresh or frozen vegetables are preferred.
h) Instant mashed potatoes, if utilized, must be fortified with vitamin C.

7) Butter
   a) One teaspoon Individual packets or pats must be provided.
8) Desserts
   a) Dessert: ½ cup: fruit, fresh fruit, or iced cake, milk-based pudding, cookies, etc.
   b) Dessert variety is recommended.
   c) The same dessert flavor and type must not be provided more than once per week.
   d) Seasonal decorated desserts are highly recommended.
9) Bread or Variant:
   a) One (1) ounce serving minimum of enriched whole grain bread, biscuit, roll, muffin, cornbread, bun, or variant, i.e., Enriched, and whole grain products such as spaghetti, noodles, rice, and stuffing.
   b) Variety is recommended.
   c) Serving whole grains are highly recommended.
   d) Uniformity and size must be consistent for all servings.
   e) All bread variations must be individually wrapped unless specified otherwise.
10) Milk/Chocolate Milk:
   a) ½ pint 1% USDA Grade A, pasteurized and fortified with Vitamin A & D
   b) Individual milk cartons must be provided.
   c) Milk cartons with expired dates and/or are spoiled or damaged must be replaced the same day of service.
   d) A minimum five (5) day lead date for all milk cartons is required.
11) Condiments and Cutlery for Bulk, Tray, and Dinner Meals
12) Agency will provide napkins, straws, eating utensils, plates, bowls, garbage bag liners, disposable gloves, aprons, and any other accessories required to serve a complete meal. These items must be appropriate for use by older adults and the quality must be approved by the Erie County nutrition staff. Condiments must also be provided, including, but not limited to; disposable salt and pepper, sauces, salad dressings, mustard, ketchup, horseradish, mayonnaise and other as specified on the menu(s).
13) Agency will provide meals for special events or theme days if such occasions occur during the regular meal schedule. Special events may include Christmas, New Year's, Thanksgiving, St. Patrick's Day, or other such festive meals and special events as designated by the Erie County Nutrition staff.
   a) Holiday/Occasional Menu Options
      1. Entrée:

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i. Breaded Chicken Drumsticks
ii. Cabbage Roll with 2oz meat sauce
iii. Center Cut Breaded Bone-In Pork Chops with gravy
iv. Chicken Cordon Bleu
v. Sliced Corned Beef

2. Dessert:
   i. Holiday Pies-apple, cherry, sweet potato, chocolate cream, Boston cream, lemon cream, coconut cream, banana cream etc.
   ii. Ice Cream/Sherbet
   iii. Donut
   iv. Strawberry ShortCake-1/2 biscuit, #12 scoop strawberries, 1Tbs. whipped topping
   v. Cheesecake
   vi. Éclair

14) Food Safety and Sanitation:
   a) Prior to and during meal delivery, the hot meals will be maintained at a temperature of 140°or higher and for no longer than two hours from the time of plating at the food preparation facility to when the meal is delivered (or as otherwise required by Law, including Erie County Health Department and/or NYS Health Department guidelines for time and temperature). If food does not meet the minimum time and temperature standards as required by Law, the food will be rejected and must be discarded. Agency must replace the food so rejected.

15) Cold food items will be maintained at the maximum temperature of 45° degrees or less when the meal is delivered (or as otherwise required by Law, including Erie County Health Department and/or NYS Health Department guidelines for cold food items).

16) Frozen items must remain frozen until received by the client or bulk congregate site.

17) The location where the food is prepared, processed, and/or packaged shall be maintained and operated in compliance with Law, including but not limited to Local and/or State Department of Health regulations.

18) Facilities must establish and implement a food safety system that includes an analysis of hazards and implementation of risk-based preventive controls, including, but not limited to:
   a) Compliance with New York State Sanitary Code Subpart 14-1, Food Service Establishments
   b) Consideration/implementation of the recommendations included in the FDA Current Good Manufacturing Practice, Hazard Analysis, and Risk-Based Preventive Controls for Human Food (21 CFR Part 117): Guidance for Industry Small Entity Compliance Guide, for example:

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1. A hazard analysis
2. Preventive controls
3. A risk-based supply chain program, if appropriate
4. A recall plan if there are any hazards associated with the food
5. Procedures for monitoring the implementation of the preventive controls
6. Procedures for verifying that preventive controls are consistently implemented and are effectively minimizing or preventing the identified hazards, using procedures such as those identified in the FDA Draft Guidance for Industry: Control of Listeria monocytogenes in Ready-To-Eat Foods

c) Agency is required to comply with all applicable HACCP procedures and to maintain such records as required by the New York State Department of Health and to provide such records to the County upon request. The County reserves the right to inspect all aspects of Agency's food preparation, storage and delivery and to require that food not meeting HACCP guidelines be discarded.

d) Agency is required to retain a dated test meal in the freezer for a period of three working days or seventy-two hours (or longer if required by Law) after the day of service for all food products served to the clients for the meal. Further, upon appropriate requests by the County, the vendor agrees to submit said test meals for nutritive and/or microbacterialogical analysis by a qualified testing laboratory at the Agency's expense.

e) All food preparation, storage and distribution facilities, appliances and equipment shall at all times be kept and maintained in a clean and sanitary condition as required by Law and all kitchen appliances and other equipment are kept at all times in good repair for satisfactory operation as required by Law.

19) Delivery Equipment:

a) All equipment, including automobiles, storage containers, hot boxes, insulated containers, carriers, inserts and other equipment, used by the Agency for the transport, storage, and delivery of meals, shall be made available for inspection by the Erie County Nutrition staff.

20) Routes:

a) Bulk sites are generally delivered in the morning of service before 10:00 am.

b) Tray meals are to be delivered no later than 15 minutes before service time (11:45am).

c) Frozen Grab and Go meals are to be delivered once a week, generally between 8:00am – 10:00 am to the participating Congregate sites, on either Mondays or Tuesdays. Exceptions will be made for Holidays, in which Frozen Grab and Go meals will be delivered on the next business day.

d) Transport:

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1. Cold and hot food must be packaged separately.
2. Oliver trays or other approved trays may be used for hot food. The lids must provide an airtight seal.
3. Appropriate containers, lids, or covers must be used for cold foods.

21) Bulk, Tray, and Dinner Congregate options in addition to the cycle menu
   a) Entrée Salads (minimum 6 per menu cycle)
   b) Julienne Salad-1 oz. turkey, 1oz. ham, 0.5 oz. Swiss cheese, ½ HB egg, 1 cup mixed salad greens, 1 Tbs. shredded carrot, 1.5 Tbs. diced green pepper, 6 cherry tomatoes, 0.5 oz. seasoned croutons, 2fl. Oz. salad dressing
   c) Caesar Salad-3 oz. Grilled Chicken breast, 0.5 oz. Parmesan Cheese, 1 cup mixed salad greens, 1 Tbs. shredded carrot, 1.5 Tbs. diced green pepper, 6 cherry tomatoes, 0.5 oz. seasoned croutons, 2 fl. oz. Caesar salad dressing
   d) Grilled Chicken, Mandarin Orange & Sunflower Salad – 3 oz. Grilled Chicken breast, ¼ cup mandarin oranges, 1 Tbs. sunflower seeds, 1 cup mixed salad greens, 1 Tbs. shredded carrot, 1.5 Tbs. diced green pepper, 6 cherry tomatoes, 2 fl. oz. salad dressing
   e) Greek Salad with Grilled Chicken – 3 oz. Grilled Chicken breast, 0.5 oz. Crumbled Feta cheese, 1 cup mixed salad greens, 1 Tbs. shredded carrot, 1.5 Tbs. diced green pepper, ½ cup Mediterranean salad (marinated tomatoes, cucumbers, red onion, olives), 2 fl. oz. Greek salad dressing
   f) Tuna Macaroni Salad – 8 oz. tuna pasta salad, 1 cup mixed salad greens, 1 Tbs. shredded carrot, 1.5 Tbs. diced green pepper, 6 cherry tomatoes. 1 fl. oz. salad dressing
   g) Cranberry Chicken Salad – 4 oz. cranberry chicken salad, 1 cup mixed salad greens, 1 Tbs. shredded carrot, 1.5 Tbs. diced green pepper, 6 cherry tomatoes. 1 fl. oz. salad dressing
   h) Beef Taco Salad – 3 oz. taco-seasoned ground beef, 0.5 oz. shredded cheddar cheese, ½ cup corn & black bean salsa, 1 cup mixed salad greens, 1 Tbs. shredded carrot, 1.5 Tbs. diced green pepper, 6 cherry tomatoes, 1 fl. oz. salad dressing
   i) Cottage Cheese with Chives & Fruit – 6 oz. reduced-fat cottage cheese, 1 cup mixed salad greens, 1 Tbs. shredded carrot, ½ cup pineapple & mandarin oranges, 1 fl. oz. salad dressing
   j) Tuna Salad with ½ HB egg - 4 oz. tuna salad, ½ HB egg, 1 cup mixed salad greens, 1 Tbs. shredded carrot, 1.5 Tbs. diced green pepper, 6 cherry tomatoes. 1 fl. oz. salad dressing
   k) Southwest Steak Salad – 3 oz. Taco-seasoned Beef strips, 1 cup mixed salad greens, 1 Tbs. shredded carrot, 1.5 Tbs. diced green pepper, ½ cup Corn & black bean salsa, 2 fl. oz. Ranch dressing
   l) Fresh Side Salad (One per week)
   m) 1C mixed greens w/shredded carrot & red cabbage blend & 1oz. of salad dressing.

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n) 1/2c Potato, Pasta, Gelatin/Fruited Gelatin, Coleslaw, or Marinated Vegetables.

C. **Monitoring and Evaluation:**

1) Quality Assurance:
   a) Agency is required have routine quality assurance processes in place to ensure that food is prepared and delivered in accordance with requirements set forth herein. Daily quality assurance steps minimally include monitoring of food temperatures; inspection of prepared meals to ensure they are up to standard levels of acceptability in terms portion size, doneness, and presentation; and verification of meal counts to minimize shortages or excess meals.
2) Quality Improvement:
   a) Agency is required to work with the County on quality improvement efforts as needed. Client feedback will be collected on a regular basis through a variety of appropriate means including, but not limited to, surveys and focus groups and interviews with program participants and/or their caregivers.
3) Agency will work in conjunction with the County to inspect and monitor the meal production and preparation, service and delivery to ensure that food safety, quality, portion control, logistics, as well as all documentation as it relates to food production is in compliance with this agreement.
4) In addition to such monitoring as the Agency may undertake as per NYSOFA requirements, the County may, at its discretion, monitor the Agency's meal vendor's production at the commissary, during production and prep to ensure that food safety, quality, portion control, logistics, as well as all documentation as it relates to food production, is in compliance with this Agreement. Agency shall provide access to its facilities as necessary to allow monitoring by Federal, State and Local officials as required by law. Questions or comments by the County regarding food production will be directed to the Agency's President & CEO, COO or Director of Nutrition Services, or to the Agency's meal vendor's manager or assistant manager at the Commissary. In the event the County reasonably determines a threat to the health or safety, the County will notify the Agency's President and CEO, CFO or COO and the Agency's food vendor.
5) The County is responsible for evaluation of the Nutrition Program for the Elderly and all services provided in connection with it. The Agency shall cooperate with the County in the conduct of such evaluations that are deemed appropriate from time to time.
6) If Agency fails to deliver any meal, meals, other foods and/or services to the designated recipients as agreed upon, the County may, after notifying the Agency, procure a meal, meals, other food and/or other services elsewhere and deny the Agency any reimbursement, or portion thereof, for the period the Agency failed to provide said services.

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7) The ECENS program is committed to ensuring a high level of participant satisfaction with the quality and variety of the food that is served, and with other aspects of service that is provided. Participants are surveyed on a regular basis to assess satisfaction with the program. Agency must assist in the distribution and collection of paper surveys.

8) Agency must partner with the County to review and address issues related to participant satisfaction.

9) Agency should anticipate site visits by the Erie County Department of Senior Services to review such efforts.

D. **Reporting**

1) Agency must submit monthly invoices to the County reflecting the delivery of meals including a count of meals per site.

2) In addition to the aforesaid reports, Agency shall provide such written reports to the county as may be required by Law and/or as the County may reasonably request in writing with respect to specific issues or questions regarding the services provided pursuant to this agreement.

E. **Collection of Voluntary Contributions**

1) Each Congregate site is responsible for collecting voluntary contributions from seniors served a meal at the site. Agencies are not responsible for collecting Congregate program voluntary contributions, unless Agency operates the Congregate site. Collected Congregate program voluntary contributions are remitted to the County which utilizes these funds in reimbursing meal providers.

F. **Fundraising**

1) Providing nutrition services to the elderly is a community effort. Funds to support these services have been generously donated by private citizens, foundations, and municipalities. Strengthening the fundraising effort is imperative due to the increasing level of demand for home delivered and congregate meals and flat and potentially declining Federal and state funds for these programs.

2) Agency must access additional revenue, including but not limited to, special fundraising or appeals by the Agency, their related foundations, or other private or public supporters to contribute toward meal costs, particularly to supplement ECENS funding with other sources of income (municipal support, grants, donations), so that ECENS funds can be used to serve as many vulnerable older adults as possible.

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SCHEDULE B

COUNTY OF ERIE
STANDARD INSURANCE REQUIREMENTS

Vendor Insurance Classification G: General Purpose Contracts or Public Entity Services For Cities, Villages and Towns, including but not limited to,Snow Removal, Food & Transportation for the Elderly, Criminal Justice, Youth Delinquency, and Transportation of Handicapped Persons

1. The contractor/municipality shall obtain, at its own cost and expense, the following insurance coverages with insuranc companies licensed in the State of New York and shall provide a certificate of insurance as evidence of such coverages on the County of Erie Standard Insurance Certificate Form.

A. Commercial General Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of $1,000,000 per occurrence and $2,000,000 general aggregate and $2,000,000 Products – Complete Operation Aggregate. The coverage shall include:
- Premises and Operations
- Products and Completed Operations
- Independent Contractors
- Contractual Liability (sufficient to cover all liability assumed under contracts with the County of Erie)

B. Automobile Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of $1,000,000 each occurrence. The coverage shall include Owned, Hired, and Non-Owned Autos (Symbol "1" should be designated for Liability coverage on the Business Auto Policy).

C. Excess "Umbrella" Liability - with a minimum limit of $1,000,000 each occurrence / $1,000,000 aggregate.

D. Worker's Compensation and Employer's Liability - providing statutory coverage in compliance with the Worker's Compensation Law of the State of New York (Forms C-105.2; SI-12; GSI-105.2; or U-26.3).

E. Disability Benefits - providing statutory coverage in compliance with the New York State Disability Benefits Law (Forms DB-120.1 or DB-155).

Failure to maintain coverage herein shall constitute a material breach of this contract and the Contractor shall suspend all work immediately upon such lapse in coverage.

2. Commercial General Liability, Automobile Liability and Excess "Umbrella" Liability shall name the County of Erie and any Board, Bureau, Commission or Agency thereof as additional insureds on ISO Form CG 2010 1185 Edition. Coverage should be provided on a primary and non-contributory bases. Waiver of Subrogation is required on all lines in favor of Eri County.

3. All policies in which the County of Erie is named as an additional insured shall provide that:

A. The insurance company or companies issuing the policies shall have no recourse against the County of Erie for payment of any premiums or for assessments under any form of policy.

B. The insurance shall apply separately to each insured (except with respect to the limit of the liability).

4. Prior to cancellation, non-renewal or material change of the above policies, at least forty-five (45) days advance writte notice shall be given to the County of Erie, Department of Law, 95 Franklin Street, Room 1634, Buffalo, N.Y. 14202, and the Agency requesting the certificate.

5. All certificates of insurance shall be approved by the Erie County Department of Law prior to the inception of any work

6. The "ACCORD" form certificate may be used in place of the Erie County Standard Insurance Certificate, provided that all of the requirements set forth in the instructions for the Erie County Standard Insurance Certificate are incorporated into the "ACCORD" form certificate.

REV. 9/12

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SCHEDULE C
STANDARD ASSURANCES
for
TITLE III OF THE OLDER AMERICANS ACT OF 1965 AS AMENDED

To the fullest extent applicable, Agency hereby makes the representations and agrees to the terms and conditions set forth in this Schedule as if the Agency were the Applicant/ Applicant Agency:

1. Purpose of Program

The Applicant understands and agrees that it is the purpose of the Title III Program to foster the development of a comprehensive and coordinated service system for older persons within the planning and service area for the provision of supportive services, nutrition services and the establishment of multipurpose senior centers.

The primary objectives of this system are:

(a) To secure and maintain maximum independence and dignity in a home environment for older persons capable of self-care with appropriate supportive services; and

(b) To remove individual and social barriers to economic and personal independence for older persons, including the provisions of opportunities for employment and volunteer activities in the communities where older persons live.

2. Goals and Utilization of Resources

The Applicant further understands and agrees that in order to achieve the purpose of the Title III Program the resources made available by the State Agency and the Area Agency are designed to:

(a) Provide for the development and implementation by the Area Agency, in conjunction with other planners and service providers, and older consumers of services, of an Area Plan which sets forth specific program objectives and priorities for meeting the needs of the elderly with special attention being given to the needs of older persons with the greatest economic or social need. Applicant may use methods such as location of services and specialization in the types of services most needed by these groups to meet this requirement. However, applicant may not use a "means test" or other test whereby the income or resources of an older person are used to deny or limit that person's receipt of services.

"Greatest economic need" means the need resulting from an income level at or below the poverty threshold established by the Bureau of the Census. "Greatest social need" means the need caused by non-economic factors which include physical and mental disabilities, language barriers, cultural or social isolation including that caused by racial or ethnic status, which restrict an individual's ability to perform normal daily tasks or which threaten his or her capacity to live independently.

(b) Increase the capability of the Area Agency to develop and implement action programs designed to achieve the coordination of existing social service systems in order to make such systems more effective, efficient, and responsive in meeting the needs of the elderly;

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(c) Draw in increasing commitments from public and private agencies which have resources that can be utilized to serve older persons, and encourage such agencies to enter into cooperative arrangements to facilitate access to and utilization of all existing services and to develop social and nutrition services effectively and efficiently to meet the needs of older persons.

(d) Make existing social services more accessible to older persons in need through the development and support of services such as transportation, outreach, information and referral, and escort which can increase the ability of older persons, including the older physically and mentally disabled, to obtain other social services; and

(e) Promote comprehensive services for the elderly through the development and support of social services which are needed by older persons but which are not otherwise available such as congregate meals, continuing education, health and health screening programs, legal services, advocacy, informational and referral services, daycare, protective services, residential repair and renovation, physical fitness and recreation services, home health care and homemaker services.

3. Targeting

Contract services shall be available to the population 60 years of age *(Title III-E and Grandparenting assistance – age 55)* and over residing in the designated service area, unless otherwise provided in this agreement. However, priority for service shall be given to those older persons with greatest economic or social need; that is, those who, because of low income, physical or mental impairment, minority status, cultural or social isolation, are at greater need. The Agency agrees to cooperate with the Department of Senior Services and its specialized programs for the frail elderly, and in accord with this Agreement, to target its services to those persons identified as being at particularly high risk to institutionalization.

4. Authority and Capacity of Applicant Agency

The Applicant assures that it has the authority and capacity to develop this proposal and to carry out a program pursuant to it within the planning and service area.

5. Staffing of the Applicant Agency

Adequate numbers of qualified staff, including members of minority groups, will be assigned to assure the effective conduct of responsibilities under this proposal. Subject to the requirements of merit employment systems of local government, preference will be given to persons aged sixty (60) or over for any staff positions (full-time or part-time) for which such persons qualify. The proposed staffing plan for the Applicant which sets forth the number, type of personnel employed and the timetable for the hiring of staff for the project year is included in this application. The Applicant understands and agrees that, once the staffing plan has been approved by the Area Agency, such plan must be adhered to in all personnel actions taken by the Applicant, and that, if the Applicant determines it must deviate from such plan, it must obtain the prior approval of the Area Agency.

6. Standards of Personnel Administration

In cases where the Applicant is a public agency, it will establish and maintain methods of personnel administration which conform to the Standards for a Merit System of Personnel Administration, and any standards prescribed pursuant to 5 USC 3371 et. seq. and 42 USC 4701

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et. seq. (previously referenced in part as the Inter-governmental Personnel Act of 1970). Such methods shall be maintained in the files of the Applicant and shall be made available to the Area Agency and the State Agency upon request.

7. Contributions for Social Services

The Applicant assures that it shall afford older persons with a free and voluntary opportunity to contribute to all or part of the costs of the social services provided under this proposal. The applicant must protect the privacy of each older person with respect to his or her contribution and must establish appropriate procedures to safeguard and account for all contributions. Contributions made by older persons are considered program income and must be used by the Applicant to expand services. The Applicant shall consult with the Area Agency regarding proposed contributions. Each older recipient shall determine for himself, what he is able to contribute toward the cost of the social service. No older person shall be denied a social service because of his failure to contribute to all or part of the cost of such service.

8. Licensure Requirements

The Applicant assures that where State or local public jurisdictions require licensure for the provision of social services, it shall be licensed, or shall meet the requirements for licensure. All services provided must meet any existing state and local safety requirements for the provision of those services.

9. Evaluation

The Applicant assures that it will cooperate and assist in any efforts undertaken by the Area Agency, the State Agency, or the Administration on Aging to evaluate the effectiveness, feasibility, and costs of activities under the area proposal.

10. Public Information

The Applicant will provide for a continuing program of public information specifically designed to assure that information about the program and activities carried out under this proposal are effectively and appropriately promulgated throughout the geographic area.

11. Maintenance of Effort

The Applicant assures that there will be expended for the purposes for which payments are made for activities under this plan, for the year for which such payments are made and from funds from non-Federal resources, an amount not less than the amount expended for such purposes from such funds during the previous year.

12. Confidentiality

The Applicant must establish procedures in accordance with the client confidentiality requirements of applicable state and federal laws, rules and regulations, to protect the confidentiality of information about older persons collected in the delivery of services. The procedures must ensure that no information about an older person, or obtained from an older person by the applicant or the State or area agencies, is disclosed by the applicant or agency in a form that identifies the person without the informed consent of the person, unless the disclosure is required by court or order, or for program monitoring by authorized Federal, State, or local monitoring agencies.

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13. Drug-Free Workplace

The applicant will comply with the Drug-Free Workplace Acts of 1988, 45 CFR Part 76, Subpart F as amended, replaced, and/or renumbered. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and, (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and, (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than **FIVE** calendar days after such conviction;

(e) Notifying the agency in writing, within **TEN** calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within **30** calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or, (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e) and (f).

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New York State Office for the Aging

ATTACHMENT A

2020-24 FOUR YEAR PLAN

STANDARD ASSURANCES
For the Period:
April 1, 2020 - March 31, 2024

Applicable to the following:

Title Ill-B of the Older Americans Act

Titles Ill-C-1 and Ill-C-2 of the Older Americans Act

Title Ill-D of the Older Americans Act

Title Ill-E of the Older Americans Act

State Transportation Program

Caregiver Resource Center (CRC)

Wellness in Nutrition (WIN)

Community Services for The Elderly Program (CSE)

New York State Expanded In-Home Services for The Elderly Program (EISEP)

Congregate Services Initiative (CSI)

Emergency Preparedness Plans

Mental Health Services

Health Insurance Information, Counseling and Assistance Program (HIICAP)

Unmet Need

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The Standard Assurances applicable to, and included in, this 2020-24 Four Year Plan (hereafter collectively referred to as "Plan") shall be effective April 1, 2020.

Standard Assurances Applicable to All Programs

1. Statutes, Regulations, and Policies: The area agency on aging (AAA) assures that all its activities under this Plan shall conform with all applicable Federal, State, and local laws, and with Federal and State regulations, and program standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities. Applicable laws include but are not limited to the following:

Federal Statutes, Regulations, and Policies

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001, et. seq.)

2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)

2 CFR Part 376 (Nonprocurement Debarment and Suspension)

2 CFR Part 382 (Requirements for Drug-Free Workplace (Financial Assistance) — implementing 2 CFR Part 182)

45 CFR Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards)

45 CFR Part 80 (Nondiscrimination Under Programs Receiving Federal Assistance Through the Department of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964)

45 CFR Part 84 (Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance)

45 CFR Part 93 (New Restrictions on Lobbying, see 91-PI-05 [01/24/91])

45 CFR Part 1321 , Subparts A-D (Grants to State and Community Programs on Aging)

Age Discrimination in Employment Act of 1975, as amended (29 U.S.C. 621, et seq.)

Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101, et seq.) and implementing Federal regulations (28 CFR Parts 35 and 36) and 17-PI-21 [08/04/17].

Civil Rights Act of 1964, Title VI, as amended (42 U.S. C. 2000d, et seq.)

Equal Employment Opportunity Act of 1972, as amended (42 U.S. C. 2000e, et seq.)

Equal Pay Act of 1963, as amended (29 U.S.C. 206)

Hatch Act (5 U.S.C. 1501, et seq., Political Activity of Certain State and Local Employees)

Home Energy Assistance Act of 1981, as amended (42 U.S.C. 8621, et seq.)

Rehabilitation Act of 1973, Section 504 (29 U.S.C. 794, Nondiscrimination under federal grants and programs)

Single Audit Act Amendments of 1996 (31 U.S.C. 7501, et seq.)

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §

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4601, et seq.)

Office of Management and Budget (OMB):

OMB Circular A-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments) codified at 2 CFR Part 200

OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations) codified at 2 CFR Pan 200.500

Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action), as Amended by Executive Order 12086 (Consolidation of Compliance Functions), and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations).

Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)

HHS Grants Policy Statement (U.S. Department of Health and Human Services) https://www.hhs.gov/sites/default/files/grants/grants/policiesregulations/hhsgpsl 07 .pdf

State Statutes, Regulations, and Policies

New York State Elder Law

New York State Office for the Aging Rules and Regulations (9 NYCRR Parts 6651, 6652, 6653, 6654, 6655, and 6656)

Executive Law, Article 15 (Human Rights Law)

Executive Law, Article 7-A (Solicitation and Collection of Funds for Charitable Purposes)

All NYSOFA Program Instructions (htt s://a in .n . ov/ProvidersandStaff//ssuances//ssuances.cfm

2. Program Implementation: The AAA identified in this Plan has the authority and the responsibility for effective implementation of Title Ill of the Older Americans Act (OAA), Community Services for the Elderly (CSE), Expanded In-Home Services for the Elderly Program (EISEP), Congregate Services Initiative (CSI), Wellness in Nutrition (WIN), State Transportation Program, Health Insurance Information Counseling and Assistance Program (HIICAP), Caregiver Resource Center (CRC) programs, and Unmet Need and to support Title VII and the State Long Term Care Ombudsman Program (LTCOP). This AAA agrees to carry out directly or through contractual or other agreements, programs in its planning and service area (PSA) as detailed in this Plan, and in its Title Ill-B, Title Ill-C, Title Ill-D, and Title Ill-E, EISEP, CSE, CSI, WIN, State Transportation Program, HIICAP, and CRC Applications for Funding (Applications).

3. Changes to this Plan: The AAA assures that it shall submit for approval to NYSOFA necessary documentation for changes, additions, or deletions to this approved Plan, and the Title Ill-B, Title Ill-c, Title Ill-D, Title Ill-E, EISEP, CSE, CSI, WIN, State Transportation Program, HIICAP, CRC Applications, and Unmet Need.

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4. Utilization of Funding: The AAA understands and agrees that it shall apply only for funds which are necessary to meet the specific needs of older adults within its PSA for the next year and understands that NYSOFA shall not award any funds which cannot be so utilized.

5. Approved Costs, Budget Modifications:

   A. Expenditures: The AAA agrees that expenditures shall be made only for authorized items of expense contained in the budget section of the approved Applications. Cost overruns up to $1 ,000 or 10% (whichever is greater) for an individual budget category for authorized items of expense will be allowed as long as the total costs do not exceed the total amount of the grant. If and when expenditures in excess of $1 ,000 for items not previously budgeted (e.g., equipment, personnel or contractor items) become necessary, the AAA shall submit a written request to NYSOFA and await NYSOFA approval before making such expenditures. Also, if costs for an individual budget category will exceed the budgeted amount by more than $1,000 or 10%, whichever is greater, a budget modification must be approved in writing by NYSOFA before these costs will be reimbursed. (See 05-PI-09 [6/15/05]).

   B. Equipment Disposition: If equipment costing $1 ,000.00 or more is purchased with any Federal or State funds under this Plan, and the equipment is no longer needed for activities supported by such programs, NYSOFA reserves the right to select a recipient for and approve the transfer to such recipient of such equipment, which must be used for services to older adults.

6. Vouchering: The AAA agrees that State Vouchers submitted for reimbursement of expenses incurred in the conduct of this Agreement will not include any expenses which have been, or will be, reimbursed from other sources (e.g., other Federal or State funds). The AAA shall file claims for all payments on a timely basis in accordance with procedures promulgated by NYSOFA. The AAA agrees to accept payments electronically as required by New York State for expenses incurred and will enroll in the OSC (Office of the State Comptroller) electronic payment program, unless a request for Exemption from Electronic Payment is approved by NYSOFA.

7. Access to Records: The AAA agrees to maintain appropriate programmatic and fiscal records for the programs included under this Plan. Such records must be retained for six years after receipt of final payment. Authorized representatives of the Administration for Community Living (ACL), the New York State Comptroller or his authorized representatives and staff of NYSOFA shall have access to and right to examine all books, documents, and all pertinent materials of the AAA related to the programs included under this Plan. In addition, the AAA shall provide access to other Federal and State governmental agencies at the request of NYSOFA.

8. Indemnification: The AAA agrees to hold NYSOFA and the State of New York harmless and indemnify it from liability for actions the AAA takes under this Plan. In the event any claim is made or any action is brought against NYSOFA or the State of New York, arising out of negligent or careless acts or any neglect, fault or default of an employee, agent, independent contractor, trustee or volunteer of the AAA, either within or without the scope of his/her employment or scope of authority, or arising out of the AAA's negligent performance, NYSOFA shall have the right to withhold further payments for the purpose of set-off in sufficient sums to cover the claim or action and accompanying litigation costs. The rights and

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remedies of NYSOFA provided for in this Standard Assurance shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Plan.

9. Personal Client Information: The AAA agrees that personal information relating to individuals who apply for or receive services pursuant to this Plan Shall be kept confidential by the AAA and shared on a need-to-know basis only With AAA and contractor staff for purposes of providing programs and services. Such information can be shared with entities outside those involved in delivering programs and services only with the informed consent Of the individual served or pursuant to a court order or when there is deemed to be actual and immediate danger to the health or welfare of the individual,

10. Contracts:

10.1 AAA Responsibilities for Contract Administration,

A. Minority and Women Owned Business (WWBE) Contracts. The AAA assures that it will comply with all Federal, State, and local laws regarding opportunities for minority owned/operated and women owned/operated organizations.

B. Service-Disabled Veteran-Owned Businesses (SDVOB) Contracts: The AAA assures that it will comply with ail Federal, State, and local laws regarding opportunities for servicedisabled veteran-owned businesses (SDVOB) organizations.

C. Technical Assistance. The AAA shall provide technical assistance and information in a timely manner to all contractors.

D, Contract Approval: The AAA shall enter into formal contracts in accordance with the Contractor Roster contained in this Plan. All contracts shall be written in accordance with Federal, State and local standards and a copy Of the fully executed contract (including budgetary information) Shall be forwarded to NYSOFA no later than thirty (30) days after the execution date of the contract. The AAA shall maintain contracts for all contractors as well as supporting documentation for all vouchers from contractors in accordance with the Section 7, Access to Records. The AAA when contracting with a business entity (rather than a non-profit organization) for the delivery Of OAA and/or CSE services shall comply With the review process established by NYSOFA.

E.Contract Monitoring The AAA shall monitor its contractors to ensure that contractors perform in accordance With the requirements Of Federal, State and local laws, regulations and guidance documents (including AOA/ACL and NYSOFA Program Instructions, Technical Assistance Memoranda, and Informaticn Memoranda) and this Plan and make expenditures only for authorized items of expense contained in the approved budgets. The AAA shall further ensure that if and When other than authorized expenditures become necessary, the contractor shall request and await AAA approval before incurring such expenditures. The AAA shall make any necessary budget modifications and shall submit a copy to NYSOFA within 30 days Of its effective date,

F. Funding Limitations: The AAA may enter into a contract that extends beyond the renewal date of an Application, In entering into a contract beyond the renewal date Of an Application, the AAA should not make a commitment that may exceed the next year's

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annualized funding level, and the contract must state that it is contingent upon the provision of funding to the AAA in the subsequent year.

G. Data and Programming: The AAA assures that any service, product, repott or other information generated by a computer or otherwise supplied under this Plan provided by

the AAA to NYSOFA or other State or Federal agencies shall, when used in accordance with supplied documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations.

Any services or products purchased with funds under this Plan shall come with a warranty that those services shall be provided in an accurate and timely manner without interruption, failure or error due to inaccuracy of the service's or product's operations in processing date/time data (including but not limited to calculating, comparing, and sequencing) various date/time transitions including leap year calculations.

The supplier of such services shall be responsible for damages resulting from any delays, errors or untimely performances resulting therefrom, including but not limited to the failure or untimely performance of such services.

H. Conformance with This Plan: The AAA agrees that all contracts, including contractor's subcontracts, funded under this Plan shall contain a provision that the work will be performed in accordance with the terms of this Plan, and further agrees to make such Plan available to its contractor for such purposes.

I.Integrity and Public Purpose: The AAA shall maintain the integrity and public purpose of services provided, and service providers, under the OAA in all contractual and commercial relationships.

J. Disclosure of Contractors and No Diminishment of Services: The AAA shall:

1) disclose to the Assistant Secretary of the AoA/ACL and the Director of the State agency:

a) the identity of each non-governmental entity with which such agency has a contract or commercial relationship relating to providing any service to older adults; and

b) the nature of such contract or such relationship;

2) demonstrate that a loss or diminution in the quantity or quality of the services provided, or to be provided, under the OAA by the AAA has not resulted and will not result from such contract or such relationship; and

3) demonstrate that the quantity or quality of the services to be provided under the OAA by the AAA will be enhanced as a result of such contract or such relationship.

K. Use of OAA Funds: The AAA agrees that funds received under the OAA shall not be used to pay any part of a cost (including an administrative cost) incurred by it to carry out a contract or commercial relationship that is not carried out to implement the OAA.

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L. Receipt of OAA Services: The AAA agrees that preference in receiving services under the OAA shall not be given by such agency to particular older adults as a result of a contract or commercial relationship that is not carried out to implement the OAA.

M. Focal Points: The AAA shall specify, in grants, contracts or agreements implementing the Plan, the identity of each focal point so designated.

N. AAA Funding Liability: The AAA assures that its contracts with providers shall provide that all payments to be made thereunder are subject to the availability of Federal/State funds and the AAA shall have no liability under the contract beyond the amounts available under adopted Federal and State budgets.

O. Record Maintenance: The AAA will require all contractors to maintain records and make reports in such form and containing such information as may be required by the AAA and NYSOFA. The AAA will require all contractors (including contractor's subcontractors) to comply with the provisions of the above Section 7 Access to Records, to maintain such accounts and documents as will permit expeditious determination to be made at any time of the status of award funds, including the disposition of all monies received from the AAA and the nature of all expenditures claimed against such funds.

P. Targeting: The AAA shall undertake a leadership role in assisting communities throughout the planning and service area to target resources from all appropriate sources to meet the needs of older persons with greatest economic or social need, including low income minority individuals with limited English language proficiency and older adults residing in rural areas. Such activities may include location of services and specialization in the types of services most needed by these groups to meet this requirement. However, the area agency may not permit a grantee or contractor under this part to employ a means test for services funded under this part. For purposes of this assurance the term "means test" is defined as an eligibility determination for a program or for services based upon an individual's or family's income and/or assets.

10.2 AAA Contract Requirements.

A. AAA assures that its contracts with providers of services shall include, and that its contractors will include in any subcontracts, the following provisions in addition to the provisions specified in B below:

1) Targeting. The Contractor, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low income, low income minorities, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities and older adults residing in rural areas in accordance with their need for such services, and to meet specific objectives established by the AAA for providing services to the above groups within the PSA. The Contractor agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the OAA and the Equal Access to Services and Targeting Policy issued by the New York State Office for the Aging (See: 12-PI-08 [07/17/20121).

2) Language Access. The Contractor shall inform persons with limited English proficiency of the availability of language assistance, free of charge, by providing

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written notice of such assistance in a manner designed to be understandable by limited English proficiency persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Contractor shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

3) Contributions. The Contractor shall provide participants an opportunity to voluntarily contribute to the cost of the service received, as appropriate. The Contractor shall use all collected contributions to expand the service for which the contributions were given to supplement the funds received under the OAA.

4) Client Needs. The Contractor shall assist participants in taking advantage of benefits under other programs.

5) Non-duplication. The Contractor assures that the services it provides are coordinated and do not unnecessarily duplicate services provided by other sources.

B, AAA assures that its contracts, and its contractor's subcontracts shall include the following provisions:

1) Reporting. The Contractor Shali provide the AAA with timely information needed to satisfy reporting requirements as specified by NYSOFA;

2) Record Retention and Accessibility, The Contractor agrees to maintain appropriate records and to retain them for six years after final contract payment js made. The Contractor agrees to provide access to all books, documents, and all pertinent materials related to the contract for examination to authorized representatives of the AoA/ACL, the New York State Comptroller or his/her representatives, and staff of NYSOFA and/or of the AAA.

3) Confidentiality. The Contractor agrees that, to the extent it or its subcontractors, if any, maintains personal information relating to applicants or recipients Of services pursuant to the contract, such information will be kept confidential and shared with the AAA; or with other entities upon the informed consent of applicant, recipient or an authorized representative of the applicant or recipient; or as required by Federal or State laws,

4) AAA Funding Liability. Payment to the Contractor is subject to the availability of Federal/State funds and the AAA shall have no liability under the contract beyond the amounts available under adopted Federal and State budgets. To the extent that the contract extends beyond the renewal date of AAAs Application, it is contingent upon provision of funding to the AAA in the subsequent year.

5) Conformance with AAA Area Plan. The Contractor agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan, The AAA agrees to make the Area Plan available to the Contractor.

6) Warranty for Data and Programming. The Contractor warranties that services shall be provided in an accurate and timely manner without interruption, failure or error due to inaccuracy of the service's or product's operations in processing date/time data (including but not limited to calculating, comparing, and sequencing) various time/date

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transitions including leap year calculations. The Contractor accepts responsibility for damages resulting from any delays, errors or untimely performances resulting therefromi including but not limited to the failure or untimely performance of such services.

7) Responsibility. The Contractor certifies that, to the best of its knowledge and belief, it is and will remain in compliance with 2 CFR Part 376 - Nonprocurement Debarment

and Suspension, concerning public (Federal, State or local) transactions. If necessary, the Contractor will submit an explanation of why it cannot provide this certification.

8) Subcontracts. If the Contractor enters into subcontracts for the performance of work pursuant to this contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors and subcontractor staff. Nothing in the subcontract shall impair the rights of the AAA under this contract or the Area Agency Plan as approved by New York State Office for the Aging. It shall be the responsibility of the Contractor to monitor and assess the activities performed under such subcontracts, and to ensure that these activities are provided in accordance with all applicable requirements contained in this contract and Federal and State law.

10.3 AAA Contract Requirements for OAA Title Ill Programs.

The AAA agrees to include the following provision in its contracts for OAA Title Ill programs and services:

The Contractor agrees that for programs established and funded in whole or in part pursuant to Title Ill of the Older Americans Act, Contractor shall: specify how it intends to satisfy the service needs of low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas in the area served by it; to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to Iowincome minority individuals, older adults with limited English proficiency, and older adults residing in rural areas within the planning and service area..

1 1. Responsibility: The AAA certifies that, to the best of its knowledge and belief, it is and will be in compliance with 2 CFR Part 376, regarding non-procurement debarment and suspension concerning public (Federal, State, or local) transactions. If necessary, the AAA will submit an explanation of why it cannot provide this certification.

12. Due Recognition: The AAA agrees that any program, public information materials, or other printed or published materials on the work of or funded by these programs shall give due recognition to NYSOFA and as appropriate AoA/ACL.

13. Rights to Materials: AAAs agree that all materials developed by the AAA or its contractors in connection with programs funded under this Plan shall be the property of NYSOFA. NYSOFA also reserves the right to copyright all such materials, the exclusive right to reproduce, publish or otherwise use, and to authorize others to use these materials, subject to any restrictions in Federal Laws and Regulations.

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14. Public Information: The AAA shall provide for a continuing program of public information specifically designed to assure that information about programs and activities carried out under this Plan is effectively and appropriately disseminated throughout the PSA. The AAA shall provide information to the public upon request. The AAA shall make public information available in the primary languages of the client populations, where appropriate. Public information shall also be made accessible to persons with disabilities, including those with hearing and vision impairments.

15. Limited English Proficiency: The AAA agrees to comply with 12-PI-08 [7/1 7/12], and in each PSA in which a substantial number of older adults of limited English proficiency reside, the AAA sha

A utilize jn the delivery of outreach services under Section 306(a)(2)(A) of the OAA, the services of workers who are fluent in the language spoken by a predominant number of such Older adults who are Of limited English proficiency and

B. designate an individual employed by the AAA, or available to such AAA on a full-time basis, whose responsibilities will include:

1) taking such action as may be appropriate to assure that counseling assistance is made available to such older adults who are of limited English proficiency in order to assist such older adults in participating in programs and receiving assistance under the OAA; and

2) providing guidance to individuals engaged in the delivery of supportive services under this Plan to enable such individuals to be aware of cultural sensitivities and to effectively take into account linguistic and cultural differences,

16. Propriety of Services: With regard to any activitiesfservices it supports, sponsors or provides under this Plan, the AAA shall:

A, Refrain from using funds to advance any sectarian effort and ensure that any services to be provided under this Plan shall be secular in nature and scope and in no event shall there be any sectarian, partisan, or religious services, counseling, proselytizing, instruction or other sectarian, partisan, or religious influence undertaken in connection with the provision of such services;

B The AAA will provide equal participation, services, activities and informational sessions without regard to partisan affiliation;

C. Refrain from using funds to advance any partisan candidate or effort; however, the AAA shall ensure that its providers. including senior centers and facilities, grant equal access to candidates regardless of policy views or party affiliation, consistent with 02-PI-19 (9/24/02];

D. Refrain and prevent the use by others under its control of official authority, influence or coercion to interfere with or affect elections or nominations for political Office;

E. Refrain from and prohibit any others receiving funds under this Plan for services or activities for older adults from attempting to coerce or advise other persons to contribute

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anything of value to a party, committee organization, agency or person for political purposes, nor engage in any other partisan activities under its auspices;

F. Conduct periodic evaluations and public hearings on activities carried out under the Plan. jn addition, the AAA assures that it has held a public hearing on this Plan in an accessible location, as required by NYSOFA regulations and has submitted the Plan to its Advisory Council for review and comment prior to submission to NY SOFA;

G. Be an advocate for Older adults in its PSA and monitor. evaluate and comment on all policies, programs, hearings and other community actions which Will affect Older adults;

its efforts shall include planning information sharing, coordination, interagency linkages, monitoring and evaluation to achieve a comprehensive, community-based system for serving older adults;

H- Identify and support (i.e., provide technical assistance, counseling) public and private nonprofit entities involved in the prevention, intervention, and treatment Of elder abuse and determine the need for such services;

I. Conduct internal monitoring Of directly provided services and monitoring Of contracted services. At a minimum, the AAA must conduct at least one on-site monitoring of each contractor every year. Such monitoring shall include ensuring that contractors comply With all applicable Statutes, regulations, policies and standards, including the non-discrimination requirements, in their provision of services to the client population. (See 99-Pl-20, [8/5/991.) In the event that the contractor has subcontracted the provision of direct services to another entitiß the AAA will monitor such direct provider to assure compliance With applicable laws and standards.

17. Equal Access to Services and Targeting:

17.1 Equal Access.

A. AAA agrees to comply With requirements for equal access to programs and services funded under the OAA and New York State law. Equal access includes language accessibility, nondiscrimination and concentration of services on target populations as required in the OAA, NYS regulations, other relevant laws and NYSOFA policies. AAA agrees that it Will not. based on age, race, color, national origin, disability, sex (gender), or religion, exclude any person from participation in; deny the benefits Of; or subject any person to discrimination, under any program or activity receiving federal financial assistance,

B, With regard to any activities/services it supports, sponsors or provides under this Plan, the AAA Shall serve any Older adults and ensure equal access for participation, services, activities, and informational sessions without regard to Age, Race, Color, Creed, National Origin, Sex, Disability, Sexual Orientation, Marital Status, Familial Status, Military Status, Arrest or Conviction Record, Predisposing Genetic Characteristics or Victims of Domestic Violence,

C, AAA agrees to examine the services it provides, identify any need for services to those with limited English proficiency, and develop and implement a system to provide those services

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so persons With limited English proficiency can have meaningful access in compliance with Federal Executive Order 13166,

D. With regard to language accessibility, AAA agrees that it will.

1) Ensure that limited English proficiency persons are informed at service locations of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by persons With limited English proficiency.

2) At a minimum, have telephonic interpretation service contract or Similar community arrangement with a language interpretation services provider Of their choice,

3) Ensure all aging services staff with public contact are aware and trained in the timely and appropriate use of these and other available language services,

4) Report on the telephonic interpretation service which it has established in this Annual Implementation Plan under the section entitled, "Demographic Data and Targeting Objectives" as required in 12-PI-08 107/17/12].

5) Make available vital documents, as defined in 12-Pl-08 [07/17/20121 translated into the languages spoken by a significant number or percentage of the population eligible to be served, or likely to be directly affected by the program/activity, for individuals in need of services or information in a language other than English for effective communication.

E The AAA will comply with Section 504 of the Rehabilitation Act of 1973 (applicable to programs or activities that receive federal financial assistance) and Titles Il (covering all services, programs, activities conducted by public entities) and Ill (covering private entities, including non-profits, that are considered places of public accommodation including. but not limited to health related offices and senior centers) of the Americans with Disabilities Act (ADA), AAA shall not discriminate against persons with disabilities in the provision of benefits or services or the conduct of programs or activities. The AAA will require its contractors to likewise comply with Section 504 of the Rehabilitation Act of 1973 and Titles Il and Ill Of the ADA,

17.2 Targeting.

The AAA will set specific targeting objectives and the methods to achieve the objectives, consistent With NYSOFA policy, for:

A. providing services to older adults with greatest economic need need resulting from an income level at or below the poverty line), older adults with greatest social need (i.e., need caused by non-economic factors, including physical and mental disabilities, language barriers. and isolation that restricts the ability of an individual to perform normal daily tasks or threatens the capacity of the individual to live independently), or older adults at risk for institutional placement; and

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B. providing services to low-income minority older adults, older adults with limited English proficiency, and Older adults residing in rural areas.

1 8, Coordination Of Services with other Government Programs: The AAA assures that those to be served under this Plan are not eligible to receive the same or similar services under Titles XVIII, XIX or XX of the Federal Social Security Act or any other governmental program and are not residents Of adult residential care facilities Who are receiving or are entitled by law to receive the same or substantially similar services from that facility, unless the AAA has in effect an agreement providing for reimbursement from the appropriate funding source for such services,

19. Licensure and Certification: The AAA shall ensure that where the State or local public jurisdictions require licensure or certification for the provision of servicesi the AAA and its contractors, and contractor's subcontractors if any, providing such services under the approved Plan shall be so licensed or certified. Workers delivering services funded under this Plan must be appropriately qualified, selected, trained and supervised.

20. Educational Opportunities: The AAA shall compile information on institutions of higher education in the PSA regarding courses offered to older adults and policies on enrollment and tuition and such Other information as may be necessary to encourage such educational activities and make a summary of this information available to older adults at appropriate places.

21- Reporting: The AAA agrees to comply with the reporting requirements as set forth by NYSOFA

A, The AAA agrees to maintain any client information that is collected and maintained for purposes related to an organization's responsibilities as a designated Area Agency on Aging, orto programs and services provided under the auspices of NYSOFA, in the Client Data System designated for their use by NYSOFA.

B. The AAA and its contractors utilize a Minimum Data Set (MDS) compliant assessment tool for: 1) assessing or re-assessing older adults for personal care levels I and Il, case management, home health aide, home delivered meals, consumer directed in-home services, and adult day/adult day health services, and 2) for obtaining data on these Older adults for reporting purposes (See: 14-Pl-02 [2/4/14))

C. in conducting the MDS-compliant assessment for the above-listed services, the AAA and its contractors will make every effort to complete the assessment and develop an appropriate care plan that includes formal and informal supports, during the initial Visit with the older adult(s). If the assessment and care plan are not completed during the initial visit, these activities must be concluded within 6 working days of the initial visit

D. The AAA understands the necessity of submitting, through the mechanism provided by NYSOFAi timely and accurate CAARS and client-based data to NYSOFA for Federal and State reporting purposes. The AAA assures that it will submit CAARS reports and consumer-based data as specified by NYSOFA within twenty days following the end of each reporting period. Failure to provide data accurately detailing AAA program activity within the time frames in the NYSOFA reporting procedures may result in the withholding of payments,

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22, Contributions: The AAA agrees to comply With all NYSOFA policies and procedures related to contributions made by or on behalf of individuals, including procedures to safeguard and account for all contributions including 18-Pl-17 [07/27/18], NYSOFA Contributions and Other Program Income Policy. Individuals With self-declared incomes at or above 'f 85 percent of the Federal Poverty Level will be encouraged to contribute at levels based on the actual cost Of services,

23, Funding Availability The AAA agrees that all payments to be made under this Plan are subject to the availability of Federal/State funds and NYSOFA shall have no liability to the AAA beyond the amounts made available in the Federal and State Budgets.

24, Terminations:

A, Any programs and funding under this Plan may be terminated at any time upon mutual written consent of NYSOFA and the AAA,

B. NYSOFA may terminate in whole or in part any programs and funding included in this Plan immediately, upon written notice of termination to the AAA, if the AAA fails to comply with

the terms and conditions of this Plan as it pertains to such program or funding and/or with any laws, rules, regulations, policies or procedures applicable to such programs.

C. NYSOFA may also terminate in whole or in part any programs or funding included in this Plan for any reason in accordance with the following provisions:

I) NYSOFA shall have the right to terminate any or all programs or funding included in this Plan early for: (i) unavailability of funds; (ii) cause, (iii) convenience; or (iv) nonresponsibility,

2) NYSOFA retains the right to cancel any programs included in this Plan, in whole Of in part without reason provided that the AAA is given at least 60 days [i] notice of its intent to cancel, NYSOFA may only invoke its right to terminate for convenience provided that NYSOFA has given written notice to the AAA at least 60 days prior to the date of termination, unless NYSOFA has otherwise reserved the right to terminate at any time. This provision should not be understood as waiving NYSOFA's right to terminate the program for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision,

3) The AAA shall make a full and final accounting of all funds received under ali terminated program(s) within sixty (60) days Of the termination notice.

D, Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return recejpt requested, The termination shall be effective in accordance with the terms of the notice,

E. Upon receipt Of notice of termination, the AAA agrees to cancel, prior to the effective date Of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new Obligations after receipt Of the notice Without written approval by NYSOFA.

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F. NYSOFA shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to any specific terms set forth elsewhere in this Plan. In no event shall NYSOFA be liable for expenses and obligations arising from the program(s) after the termination date,

G. The procedures for termination as set forth in A through F are subject to the requirements under the OAA, other pertinent Federal and State laws.

25. Native American Access to Services. The AAA agrees to pursue activities to increase access by older adults who are Native Americans to all aging programs and benefits provided by the agency, including programs and benefits under the OAA, if applicable,

Standard Assurances Applicable to all Older Americans Act Funding

26. Title Ill Funding: In applying for and receiving funding under Title Ill-B, Title Ill-C Title Ill-D and Title Ill-E of the OAA, the AAA understands and agrees that:

A. Availability: The AAA shall apply only for funds based on the appropriate allocation schedules promulgated by NYSOFA as well as any unexpended (carry-over) funds previously awarded to the AAA by NYSOFA. The AAA understands and agrees that carry-over funds may be awarded to the extent that these funds are incorporated into an approved applicationi provided that the requirements of 88-Pl-17 [3/24/38] are met. If the AAA applies for more funds than a subsequent closeout shows as the final carry-over balance, the AAA must submit a budget modification requesting a level of program expenditures which corresponds to the reduced Federal funds,

B, Area Plan Administration: The AAA shall budget no more than 10% of the combined Federal allocations (including carry-over) for Titles 111-3, Ill-C-l, Ill-C-2, Ill-D and Ill-E for Area Plan Administration, The amount of Federal dollars expended on Area Plan Administration cannot exceed 10% of the combined Federal expenditures for Titles Ill-B, Ill-c-1/ Ill-c-2, Ill-D and Ill-E.

C. Matching Funds: The AAA agrees to provide a minimum 25% local matching funds for Area Plan Administration expenditures under Titles Ill-B, Ill-C-I , Ill-C-2 and Ill-E. The AAA agrees to provide a minimum 10% local matching funds for service expenditures under Titles Ill-B, Ill-C-1, Ill-C-2 and Ill-D. The AAA agrees to provide a minimum 25% local matching funds for services expenditures under Title Ill-E.

De Audit: The AAA shall comply with the Federal audit requirements per the 1996 amendments to the Single Audit Act, OMB Circular A-133 and the "Govemment Auditing Standards" and 2 CFR Part 200 — Subpart F Audit Requirements.

E. Directly Provided Services: In accordance with NYSOFA regulations (9 NYCRR S 6652.9), services can only be provided directly by an AAA where NYSOFA grants approval. This approval will be granted only if the AAA demonstrates that provision of such service by the AAA is necessary to ensure an adequate supply of the service, or that the service is directly related to the AAA's administrative functions or that service of comparable quality can be provided more economically by the AAA.

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F. Advisory Council: The AAA shall establish an Advisory Council consisting of older adults. including minorities, who are participants or eligible to participate in programs under the OAA. representatives of older adults, local elected officials, the general public and providers of health care and supportive services to advise the AAA in all matters relating to the development, administration and operation of the Plan, The AAA shall submit the Plan for review and comment to the advisory council before it is transmitted to NYSOFA for approval. Amendments that would result in major changes in organizational structure (e.g. mergers or consolidation) must be submitted to the AAA Advisory Council for review and comment prior to the submission to NYSOFA for approval.

G. Service Coordination: The AAA shall coordinate planning with other agencies and organizations, Native American Tribal organizations and Native Hawaiian organizations to promote new or expanded benefits and opportunities for older adults.

H. Intergenerational Day Care: If possible, the AAA shall arrange with organizations providing day care for children or adults and respite for families, so that older adults can assist in the delivery of such services to children, adults and families,

I. Outreach: The AAA shall conduct outreach efforts, and an annual evaluation of the effectiveness of these outreach activities, to identify older adults eligible for assistance under the OAA, with special emphasis on:

1) Older adults residing in rural areas;

2) older adults with greatest economic need (with particular attention to Iow- income, low income minority individuals including Native Americans and older individuals residing in rural areas);

3) older adults with greatest social need (with particular attention to low-income minority individuals including Native Americans and older individuals residing in rural areas);

4) older adults with limited English proficiency;

5) older individuals who are frail or with severe disabilities;

6) older adults with Alzheimer's disease or related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals).

J. Information and Assistance: The AAA assures that it shall provide for the establishment and maintenance of information and assistance services in sufficient numbers to assure that all older adults within the PSA covered by the Plan shall have reasonably convenient access to such services.

K. Services to Native Americans: If there is a significant population of older Native Americans in the PSA of the AAA, the AAA shall conduct outreach activities to identify older Native Americans in such area and shall inform such older Native Americans of the availability of assistance.

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L. Grievances: The AAA shall establish grievance procedures for older adults who are dissatisfied with or denied services under the OAA. Such procedures shall be in accordance with applicable NYSOFA Program Instructions.

M. Disabled Individuals: The AAA assures that it will coordinate planning, identification, assessment of needs and provision of services for older adults with disabilities, with particular attention to individuals with severe disabilities, with agencies that develop or provide services for individuals with disabilities.

N. Transportation: The AAA shall identify the needs of older adults and describe the methods it will use to coordinate planning and delivery of accessible transportation services (including the purchase of vehicles) to assist older adults, including those with special needs, in the PSA.

O. Disclosure of Spending: The AAA shall, on the request of the Assistant Secretary of AoA/ACL or the Director of NYSOFA, for the purpose of monitoring compliance with the OAA (including conducting an audit), disclose all sources and expenditures of funds such agency receives or expends to provide services to older adults.

P. Title VI: The AAA shall, to the maximum extent practicable, coordinate the services it provides under Title Ill of the OAA with services provided under Title VI of the OAA (Grants to Native Americans).

Q. Case Management: TheAAA assures that case management services provided under Title Ill of the OAA and/or State funded programs:

1) not duplicate case management services provided through other Federal and State programs;

2) be coordinated with services provided through such other Federal and State programs, and

3) be provided by:

a) a public agency; or

b) a nonprofit private agency that:

(i) gives each older adult seeking services under this title a list of agencies that provide similar services within the jurisdiction of the AAA;

(ii) gives each older adult described in clause (i) a statement specifying that the individual has a right to make an independent choice of service providers and documents receipt by such individual of such statement;

(iii) has case managers acting as agents for the individuals receiving the services and not as promoters for the agency providing such services; or

iv) is located in a rural area and obtains a waiver of the requirements described in clauses (i) through (iii).

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Standard Assurances Applicable to OAA Title Ill-B

27. In applying for and receiving funding under Title Ill-B of the OAAi the AAA understands and agrees to the following:

A. Priority Services: The AAA will expend the required percentage of Title Ill-B funds, as established by NYSOFA for each Of the three priority services categories (access, in-home and legal assistance) in Program Instructlon 88-Pl-47 [7/22/881

Waiver: NYSOFA, in approving the Title Ill-B application or amendment to such application, may waive the assurance of the above paragraph for any category of service for which the AAA demonstrates to NYSOFA that services provided from other sources meet the needs of older adults in the PSA for that category of service. If the AAA receives a waiver for any category of service. it must continue to spend for the remaining categories Of services the percentage of AAA funds approved by NYSOFA.

B. Legal Assistance Program' The AAA assures that it Will enter into contracts With providers Of legal assistance Which can demonstrate the experience or capacity to deliver legal assistance and that it will attempt to involve the private bar in legal assistance activities authorized under Title ill-B, including groups within the private bar furnishing services to older adults on a pro bono and reduced fee basis. The AAA further assures that it will give priority to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse (including financial exploitation), neglect and age discrimination; AAA will not require any provider Of legal assistance under Title Ill-B to reveal any information that is protected by the attorney-client priViIege.

C, Priority Service Reporting: The AAA Will report annually to NYSOFA, in detail, the amount of funds expended for each such category Of priority services during the fiscal year most recently concluded,

D, Service Coordination. The AAA will coordinate priority services with community

Alzheimer's programs, coordinate mental health services provided With Title Ill-B funds with mental health services provided by community health centers and Other organizations, and, if appropriate, conduct outreach to identify older Native Americans and inform them of availability of services.

E, Nursing Home Diversion: The AAA Will conduct efforts to facilitate coordination Of community-based, long-term care services to defer inappropriate institutionalization for Older adults Who are at home, patients jn hospitals, and patients in long term care facilities who could return home,

F. Multipurpose Senior Centers: In regard to any multipurpose senior centers acquired or constructed using OAA funds, the AAA will ensure compliance With Sections 306, 311 , and 312 of the OAA, NYSOFA regulations (9 NYCRR S 6654.9), and 90-Pl-36 (6/19/90].

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Standard Assurance Applicable to OAÅ Title Ill-C

CF_or additional Assurances applicable to Title Ill-C. see SA #27 & SA #30)

28. Title-ill-C Funding for Access and Supportive Services. In applying for and receiving funding under Title Ill-C of the OAA, the AAA understands and agrees that Title Ill-C expenditures for supportive and access services shall only be funded with Title Ill-C contributions and that such expenditures by a Title Ill-C provider are limited to the amount Of contributions generated by the provider,

Standard Assurances Applicable to Title Ill-C and WIN

(For additional Assurances applicable to WIN, see SA #36. For additional Assurances applicable to Title Ill-C, see SA #27 & SA #29)

29, In applying for and receiving funding under Title Ill-C Of the OAA and WIN, the AAA understands and agrees that:

A. Special Dietary Needs: The AAA assures that the nutrition program in the PSA shall reasonably accommodate participants who have particular dietary needs arising from the health requirements, religious requirements, or ethnic backgrounds Of such participants.

B. Outreach: It shall be the AAA'S responsibility to identify and reach out fo currently unserved and underserved individua's who would be eligible for home delivered meals.

C. Provider Organizations: The AAA, when selecting potential home delivered meal providers, shall give consideration where feasible to organizations which,

1) have demonstrated an ability to provide home delivered meals efficiently and reasonably; and

2) furnish assurances to the AAA that such an organization shall maintain efforts to solicit voluntary support and that the funds made available under Title Ill-C to the organization shall not be used to supplant funds from non-Federal sources.

D. Congregate Sites: Sites for congregate meals and comprehensive supportive services are located in as close proximity to the majority of eligible individuals' residences as feasible, with particular attention on a multipurpose senior center, a school, a church, or other appropriate community facility, preferably within walking distance, and where appropriate, transportation to such site is furnished.

E. Allowable Services: The AAA may only apply for and use Title Ill-C funds to provide meals and other services (i.e., nutrition counseling and nutrition education) directly related to nutrition services. The AAA may also use program income for supportive and access services to enhance the nutrition program. Such supportive and access services include outreach, transportation (Title Ill-C-1 only) Information and Assistance, In-Home Contact and Support (shopping assistance only), Senior Center/Recreation and Education (Title Ill-C-1 only), Assisted Transportation (Title Ill-C-1 only). Program income cannot be used for access and supportive services in amounts greater than what has been generated by program activity.

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Standard Assurances Applicable to Title Ill-D

30. Title Ill-D:

A. Area Plan Administration: No Title Ill-D funds shall be budgeted or expended for Area Plan Administration.

B. Evidence-based: In accordance with 15-PI-18 [10/22/15], the AAA shall expend all Title Ill-D funding on evidence-based programs/interventions only.

Standard Assurances Applicable to Title Ill-E Careqiver Proqram

32. Title Ill-E Caregiver Program:

A. Comprehensive Support System: The AAA shall provide multifaceted systems of support services for family caregivers and older relative caregivers as these terms are defined in OAA SS 302 and 372, respectively.

B. Limitations: The AAA may budget up to 10% of its Title Ill-E funds (Federal funds plus local match), plus any income generated by older relative caregivers, to provide support services to older relative caregivers. The AAA may expend a maximum of 10% of its final Title Ill-E expenditures (Federal funds plus local match), plus any income generated by older relative caregiver services, to provide support services to older relative caregivers.

C. Statutory Services: The caregiver program support services shall include each of five specific, statutory categories of caregiver services, with the amounts used to fund each service to be determined by the AAA, based on the needs of its particular caregivers. The AAA may meet this comprehensive service requirement by including services in its Title Ill-E Caregiver Program that meet Title Ill-E requirements, but that are funded from other sources. These required services are:

1) Information about available services;

2) Assistance in gaining access to the services;

3) individual counseling, organization of support groups, caregiver training to assist the caregivers in the areas of health, nutrition and financial literacy and to help caregivers make decisions and solve problems relating to their caregiver roles and responsibilities;

4) Respite services to temporarily relieve caregivers by providing a short-term break from their caregiving responsibilities; and

5) Supplemental services to complement the caregiver's efforts to provide care,,

D. Recipients of Respite and Supplemental Services: The AAA agrees that respite and supplemental services shall only be provided to the caregivers of "frail" older adults as "frail" is defined in OAA S 102(22), that is, an older adult (60 and older) who is

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functionally impaired because the person is unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing or supervision; or, an older adult who has a cognitive or other mental impairment that requires substantial supervision because the person behaves in a manner that poses a serious health or safety hazard to the person or to another person; or to older relative caregivers 55 and older.

E. Supplemental Services: The AAA may budget up to 20% of its Title Ill-E funds (Federal funds plus locat match), Plus any income generated by supplemental services for the provision of supplemental services. The AAA may expend a maximum of 20% of its final Title Ill-E expenditures (Federal funds plus local match), plus any income generated by supplemental services for the provision of supplemental services,

F. Use of Volunteers: Each AAA shall make use of trained volunteers to expand the provision of the available services and, if possible, work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community settings,

33. Service Priority: The AAA shall give priority to the following individuals,

A, Caregivers who are older adults with greatest sociäl need, and older ädults with greatest economic need, with particular attention to low-income older adults;

B, Older Relative Caregivers providing care to individuals with severe disabilities, including children with severe disabilities, as defined in OAA S 102(48) which means a severe, chronic disability attributable to mental or physical impairment, or a combination of mental and physical impairments, that is likely to continue indefinitely and results in substantial functional limitation in 3 or more of the major life activities as specified in S 102(i3) which includes self-care, receptive and expressive language, learning, mobility. self-direction, capacity for independent living, economic self-sufficiencyr cognitive functioning, and emotional adjustment;

C For family caregivers who provide care for individuals withAlzheimer's disease and related disorders with neurological and organic brain dysfunction, the AAA shall give priority to caregivers who provide care for older individuals with such disease or disorder. .

34. Maintenance of Effort: The AAA agrees to meet its applicable maintenance of effort requirement for Title Ill-E funds under this Plan as determined by NYSOFA and to not supplant the use of other funds available for Caregiver Program services, with the funding available under Title Ill-E.

Standard Assurances Applicable to Careqiver Resource Centers

35. Caregiver Resource Centers

A. CRC Services: If the AAA has a Caregiver Resource Center (CRC) funded under NYS Elder Law S 206, AAA agrees to provide and enhance CRC services. CRC services are similar to the required services funded through the Title Ill-E Caregiver Program, except that CRC

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does not fund respite and supplemental services. The AAA's CRC services can supplement or be integrated, as appropriate, into the AAA's Caregiver Program, with the goal of using AAA expertise to achieve cost-effective, productive and creative "best practices" caregiver services that can serve as models for other AAAs.

B. Materials Developed Under CRC: If the AAA has a Caregiver Resource Center (CRC) funded under NYS Elder Law S 206, AAA agrees that all materials developed by the AAA in connection with the CRC program shall be the property of NYSOFA. NYSOFA also reserves the right to copyright all such materials, the exclusive right to reproduce, publish or otherwise use, and to authorize others to use these materials.

Standard Assurance Applicable to WIN

(For additional Assurances applicable to WIN, see also SA #30).

36. In applying for and receiving funding under WIN, the AAA understands and agrees that:

A. Separate Accounting: The funds provided under WIN shall be accounted for and reported separately from those received under other sources, including Title Ill-C.

B. WIN Services: The funds provided under WIN must be used to provide home delivered meals and/or services related to the provision of meals to eligible older adults whose nutritional needs have not or cannot be met under Title Ill-C or CSE. WIN funds may be used to provide congregate meals but only when the provision of the congregate meals will serve nutritionally at-risk older adults or result in an increased ability to provide home delivered meals.

C. Administration: No more than 5% of WIN funds awarded shall be budgeted for AAA administration. No more than 5% of WIN funds expended shall be for AAA administration.

D. No Supplanting Title Ill-C Services: No WIN funds shall be used to replace nutrition services provided or intended to be provided under Title Ill-C and CSE.

Standard Assurances Applicable to CSE and EISEP

(For additional Assurances applicable to CSE. see SA #39. For additional Assurances applicable EISEP. see SA #40)

37. In applying for and receiving CSE and/or EISEP funding, the AAA understands and agrees that:

AL Direct Provision of Services.' The AAA can provide EISEP and/or CSE case management services directly without requesting NYSOFA approval, However, it cannot provide other EISEP or CSE services directly unless it receives approval from NYSOFA NYSOFA approval is discretionary and shall only be given if the AAA can show that• the AAA provided this service directly prior to the approval of the AAA's first CSE Plan (this would usually be 1979); or if the AAA demonstrates that the direct provision of a service is necessary due to the absence of an existing suitable provider and so is necessary to assure an adequate supply of the service, or is necessary to ensure the quality of the service provided (See 9 NYCRR S 6652.9(c)).

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B, Consumer Directed in-Home Services: The AAA may elect to implement consumer directed services under CSE and EISEP in accordance with NYSOFA regulations. Prior to implementation, the AAA must submit their plans in the prescribed format to NYSOFA for review and approval.

C, Maintenance of Effort: The AAA must meet the following maintenance of effort requirements,

1) For CSE and EISEP: Maintenance of 'base year expenditures" made by the county or other funded service providers irrespective of the source of funds. "Base year expenditures" means the level of expenditures in the year prior to the first year for which a county plan for CSE was submitted or in the County's 1979 fiscal year, whichever is later.

2) For EISEP. Maintenance of total community service project expenditures under the CSE for the period April 1, 1985, through March 31, 1986, unless this requirement is waived or reduced by NYSOFA,

D. Contesting Eligibility and Cost Share Decisions: AAA shall provide applicants or recipients of EISEP or EISEP-like services funded under EISEP/CSE the opportunity to contest adverse decisions as to eligibility. levels of required cost sharing and involuntary terminations of services.

38. Matching Requirements: The AAA agrees to provide minimum local matching funds for service expenditures under EISEP and CSE as set forth by applicable State law and requirements.

Standard Assurance Applicable to CSE applicable to C_SE: see SA #37 & SA #38)

39. In applying for and receiving CSE funding, the AAA understands and agrees that Community Services Projects developed by the AAA shall not exceed three years, except NYSOFA may approve continuation of a project beyond three years if periodic evaluation shows that the project effectively improved the delivery of services to older adults.

Standard Assurance Applicable to EISEP (For additional Assurances applicable to EISEP, see SA #37 & SA #38)

40. In applying for and receiving EISEP funding, the AAA understands and agrees that

A, Coordination with LDSS• The AAA is required to coordinate with its local Social Services office to establish and maintain procedures which shall ensure that EISEP does not duplicate Medicaid and Title XX programs, and ensure that these procedures are set out in a Memorandum of Understanding with such local office.

B, 33% in-Home Services Requirement: At least 33% of the AAAs total expenditures of State EISEP services dollars and required local match for those dollars must be spent on in-home services (i.e., Personal Care Level I and Personal Care Level Il).

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C. 33% Ancillary Services Requirement: No more than 33% ofthe AAAs total expenditures of State EISEP services dollars and required local match for those dollars may be spent on ancillary services.

D, County Home Care Plans (CHCP): The first year EISEP County Home Care Plan, as amended by any subsequent plans and CHCP revisions, is incorporated by reference and made a part of this Plan, and the goals and procedures contained in it are reaffirmed.

Standard Assurance Applicable to CSI

41. In applying for CSI funds, the AAA understands and agrees that:

A. Congregate Services: 'Congregate services" shall mean services for older adults which are provided by a public or private non-profit agency in community settings at which older adults come together for services and activities that respond to their diverse needs and interests.

B, Direct Provision of CSI Services: The AAA may contract with public agencies, municipalities, not-for-profit agencies or such other entities that provide congregate services. The AAA may not directly provide a service under CSI unless granted a waiver by the Director of NYSOFA, Approval of direct service provision will only be given if the service was directly provided prior to approval of the 1994-95 Plan, or direct provision is necessary due to the absence of an existing suitable provider or to ensure the quality of the service provided.

c. Multi-County Partnerships: Two or more counties may join together for the purpose of implementing CSI through a written agreement between the cooperating AAAs,

D. Matching FundS: Under CSI the AAA Will provide matching funds equal to 25% Of its CSI costs. The allowable forms of match are the same as those permitted under CSE and EISEP, In-kind salaries and rent are allowable. State funds and local funds used to match other State or Federal funds are not allowable as match. The local match can be entirely new match or local funding formerly used to match the local Recreation Program for the Elderly.

E. Administration: The AAA shall budget no more than 5% of CSI funds (State Aid & Local Match) for AAA administration. The AAA agrees that it will expend no more than 5% of CSI funds for AAA administration.

F.Meal Costs: Meal costs are not allowable under the CSI program.

Standard Assurances Applicable to Emergency Preparedness P!anq.

42. Emergency Preparedness Plans: The AAA agrees to coordinate activities and develop longrange emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, and other institutions that have responsibility for disaster relief service delivery within the PSA.

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Standard Assurances Applicable to Mental Health Services

43. Mental Health Services. The AAA agrees to follow any poliCies developed by NYSOFA concerning mental health issues or services as they may pertain to older adults. AAA will coordinate with NYSOFA and entities providing mental health services in the PSA to: increase public awareness of mental health disorders affecting older adults; remove barriers to the diagnosis and treatment of such disorders; and coordinate mental health services available to older adults (including mental health screenings) provided With area aging funds or other funds for mental health services available to older adults residing in the PSA.

Standard Assurances applicable to the Health Insurance Information. Counselinq Assistance Program (HIICAP)

44. Health Insurance Information, Counseling and Assistance Program (HIICAP):

A, The AAA agrees that the Project Narrative and Budget included in the Pian may not be modified without the written consent of the NYSOFA.

E. The AAA agrees that it will not assign or transfer the rights or responsibilities it has with regard to the HIICAP program without the prior written consent of NYSOFA. If the AAA contracts the direct performance of the HIICAP program, including the HIICAP Coordinator, it retains primary responsibility for satisfying the responsibilities set forth in this Plan and the AAA will include the responsibilities in the agreement With such contractor.

C. The AAA agrees to provide counseling to individual Medicare beneficiaries unable to access other channels of information or needing and preferring locally based individual counseling services.

D. The AAA will make counseling resources and locations locally accessible to low-income, dual-eligible, and hard-to-reach beneficiaries and will equip its counselors to provide indepth, complex counseling and enrollment assistance on Medicare, Medicare Prescription Drug Coverage, Medicare Advantage Plans. EPIC enrollment and coordination with Medicare Prescription Drug Coverage.

E. The AAA will provide counseling information about original Medicare plan information and options and the AAA's HIICAP assigned staff must have knowledge and develop referral contacts for assistance in the following areas:

1) Medicare eligibility, benefits, preventive services and claims filing;

2) Medicare Prescription Drug Benefit;

3) EPIC and how it works with the Medicare prescription drug plans;

4) Medicaid eligibility, benefits and spousal protections (Local Department for Social Services), Medicaid Managed Long Term Care (Independent Consumer Advocacy Network);

5) Medicare Supplement insurance policy coverage, comparison information and claims filing;

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6) Long Term Care (LTC) insurance and planning (NYS Partnership for LTC); and

7) Other types of health insurance benefits (including employer, retiree, Medicare Savings Program benefits, "Extra Help", etc.).

F. The AAA acknowledges that HIICAP is a volunteer-based program and will be operated as such. AAAs must increase and enhance the counselor work force and equip them to be proficient in the areas noted above. A list of all trained HIICAP volunteers and staff must be submitted to NYSOFA as part of the AAA's application.

G. The AAA will not allow individuals who are currently licensed as health insurance agents/brokers, or have some other conflict of interest, to counsel, administer, or volunteer for HIICAP in any capacity even if the individual is willing to sign a disclaimer stating that he or she will provide unbiased insurance counseling information to beneficiaries. If the AAA believes there may be a conflict of interest, the AAA Director or HIICAP Coordinator will obtain direction from the NY SHIP Director as to whether the relationship, as described by the AAA, presents a conflict of interest.

H. The AAA will ask program volunteers whether or not they are licensed to sell health insurance products and the status of their current license.

I.The AAA agrees to designate a HIICAP Coordinator to be responsible for the AAA's performance under this Plan. The HIICAP Coordinator shall be the AAA's representative and contact person for all HIICAP related issues including program and reporting.

J. The HIICAP Coordinator(s) designated by the AAA will oversee the training and quality of service provided by all volunteers and staff. The Coordinator(s) annually will certify that volunteers have satisfied the annual training requirements. Significant training and support will be necessary to prepare counselors to help beneficiaries understand and enroll in new choices and benefits created by the MMA (Medicare Modernization Act) and subsequent Federal Laws such as the Affordable Care Act of 2010. The Coordinator will oversee and manage the inventory of training and consumer education supplies.

K. The AAA agrees that its designated HIICAP Coordinator(s) will attend at least one NYSOFA HIICAP training, use all NYSOFA-prescribed HIICAP training material, and encourage counselors to participate in NYSOFA sponsored monthly coordinator and other conference calls,

L. The AAA agrees that all HIICAP Coordinators and volunteers, who counsel Medicare beneficiaries, will participate in the HIICAP certification process, as often as is required by NYSOFA.

M, The AAA shall make certain that all information and documentation pertaining to Medicare beneficiaries be kept confidential. Beneficiary information will be kept in an area that is secure. All confidential documents will be stored in locked file cabinets or rooms accessible only to those who have authority, or, for digital versions, in a password protected electronic file. Whenever the AAA has in its custody confidential Medicare beneficiary information that the AAA does not need to keep on file any longer to be able to assist such beneficiary, the AAA will dispose of that confidential information in a

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complete and secure manner (such as shredding) to avoid unauthorized disclosure(s) of the information.

N. The AAA assumes responsibility for the accuracy and completeness Of the information contained in all technical documents and reports submitted.

O. The AAA agrees that it will submit monthly pefformance reports as specified by NYSOFA on all Beneficiary Contacts, Group Outreach, and Media Outreach Events via the STARS SHIP Tracking and Reporting System at: https://smpship.acl.gov/etk-hhs-acl-rod/lo in.re ues .

P. The AAA agrees to ensure the capacity to access Internet information via basic dial-up access at the minimum, with a high-speed connection preferred, including expanding and maintaining Internet capability at the local counseling levels. The AAA will have the capacity to send and receive a high volume of information (including training materials and Power Point presentations) through electronic mail (email) and through the Internet. The AAA assures that HIICAP counselors will have access to Internet-based information, training materials, counseling and enrollment tools.

Q. The AAA agrees to ensure adequate capacity to receive and properly answer and address all calls received through the NYS HIICAP Hotline (1-800-701-0501) as calls are automatically transmitted to the local AAA/HIICAP.

R. upon approval of this application and issuance of a Notification of Grant Award, the AAA is eligible to request an advance of up to twenty-five percent (25%) of its award. The AAA Shall submit appropriate Claim for Payment in Such form as required by NYSOFA. The final Claim for Payment will be submitted to NYSOFA within sixty (60) days after the ending date of the grant period.

S.Include the express acknowledgment on all SHIP public information materials, "This project was supported, in part by a grant from the U.S. Administration for Community Living, Department of Health and Human Services, Washington, DC. 20201. Grantees undertaking projects under government sponsorship are encouraged to express freely their findings and conclusions. Points of view or opinions do not, therefore necessarily represent official Administration for Community Living policy." (HHS Grants Policy Statement: https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html),
The grantee must use the SHIP Logo on all SHIP publications,

T. NYSOFA has approved the following disclaimers thet the AAA must use when disseminating HIICAP materials and/or advertising,

I) "The information provided by the Health Insurance Information, Counseling and Assistance Program is intended for the sole purpose of educating consumers inregard to the choices available for their health insurance needs. Particular emphasis is placed on understanding original Medicare, Nothing herein is intended nor should it be construed as an endorsement by the State of New YOfk Of any specific insurance product or insurer."

2) If the above disclaimer is too lengthy for certain media items (i.e. flyers, small brochures, etc.), the disclaimer below may be used as a substitute;

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"New York State does not endorse nor recommend any specific insurance product or insurer; this program is solely intended to educate consumers about their choices. "

U. Upon request by the State HIICAP Coordinator, the AAA Wili provide to NYSOFA program information and other reports as required, in the format and at the timing specified by NYSOFA, on activities provided under the current HIICAP grant,

V, The AAA shall not use SHIP Federal funds to purchase promotional giveaways or incentive items. unless such items are educational in nature as required by ACL and preapproved by NYSOFA.

W. The AAA agrees to implement Volunteer Risk and Program Management (VRPM) policies and procedures as required by ACL,

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SCHEDULE E: Remuneration
Town of Amherst by and through Amherst Center for Senior Services
Congregate Dining Services

Budget: Attached (**Schedule E- Budget Attachment**) is the Agency Budget for this Agreement.

Advance Payment: As soon as practicable, the County shall advance twenty-five percent (25%) of the available grant amounts payable by County, to Agency, per the **Schedule E Budget Attachment** of this contract. During the contract year, the advance payment will be deducted from expenditures invoiced monthly.

Payments: Requests for payment shall be submitted by Agency on an invoice format approved by the County.

1. Fiscal Reporting: Agency agrees to submit a monthly financial report to the County on or before the tenth (10^{th}) day of the month after the end of each monthly period of the program year, on forms provided by the County. Agency agrees to establish and maintain separate accounting records for this contractual agreement in accordance with generally accepted accounting principles.
2. Payment for Food: County shall reimburse Agency for meals prepared and served as specified in Schedule A, at a rate of **$5.03 per Regular Meal**, and **$6.07 per Frozen Meal**.
3. Clean-up Costs: The County shall reimburse the Agency for clean-up at the congregate site as specified in Schedule A, at a rate of **$.25** clean-up cost per meal served.
4. Transportation/Escort Services: County shall reimburse the Agency for transportation and/or escort of qualified Nutrition Program participants to and/or from the Agency site as specified in Schedule A, provided such transportation is at the expense of the Agency. This reimbursement is computed at the sum of **$.22** for each qualified participant transported, not to exceed one round trip per participant, per service day.
5. Criteria for Cost Review: Commencing July 2024 and July of each contract year thereafter, and as part of the annual budget review, the per unit price may be adjusted to calculate for any change in the Consumer Price Index – Food Away from Home, as measured by the most current index available at the time of the review, or at the time of last review, whichever is more current, using the latest available data in each instance. Any such changes will become effective on January 1 of the ensuing contract year.
6. Refund by the Agency. If, upon the expiration of this Agreement, the amount received by the Agency, including but not limited to any advance payments made by the County under this Agreement, exceeds the authorized expenditures pursuant to this Agreement, the Agency shall remit to the County the amount of such excess within ten (10) days upon separate request of the County. The Agency's obligation under this Section shall continue beyond the expiration or termination of this Agreement.
7. Final Payment by the County. If, upon the expiration or termination of this agreement, the County owes the Agency for contract services, the Agency shall submit an invoice within thirty (30) days after the termination date, in such form and supported by such documentation and certification as the County may require, and the County shall pay the Agency the appropriate amount. The County's obligation under this Section shall continue beyond the expiration or termination of this contract.

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Erie County Dept. of Senior Services
Town of Amherst
Congregate Dining
Schedule E Budget Attachment
2024

	REG	FROZEN	TOTAL
Total meal price	$8.02	$8.88	
Less: contributions	$2.50	$2.50	
Less:Amherst match per meal	$0.49	$0.31	
County price per meal	$5.03	$6.07	
Times: meals	20,800	19,200	40,000
County cost for food	104,624.00	116,544.00	$221,168.00
Plus: cleanup & escort $s	$5,900.00	$4,800.00	$10,700.00
total county cash	$110,524.00	$121,344.00	$231,868.00
subcontract match	$10,192.00	$5,952.00	$16,144.00
total contract	$120,716.00	$127,296.00	$248,012.00

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2024

SCHEDULE F

ERIE COUNTY BUSINESS ASSOCIATE AGREEMENT

The Business Associate Agreement (Agreement) entered into by the Erie County Department of Senior Services ("Covered Entity") and Business Associate **Town of Amherst by and through Amherst Center for Senior Services** ("Business Associate") is made and entered into effective the **1st day of January 2024** ("Business Associate Agreement Effective Date").

I. RECITALS

A. As set forth in the Erie County Privacy Policy, Erie County is a Hybrid Entity, which has designated the Department of Senior Services as a Covered Entity for the purpose of compliance with Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder (45 CFR Part 160 and Part 164) by the U.S. Department of Health and Human Services (the "Privacy and Security Rules").

B. Covered Entity and Business Associate wish to Use and Disclose certain information, some of which may be Protected Health Information ("PHI"), whereby Business Associate may be providing services to or performing functions on behalf of Covered Entity that involve the Use and Disclosure of PHI. The services and functions performed by Business Associate on behalf of Covered Entity are set forth in a Service Agreement entitled **Congregate Dining Services** executed on or about **January 1, 2024** ("Service Agreement").

C. Covered Entity and Business Associate intend to protect the privacy and provide for security of PHI Disclosed between the parties pursuant to the Service Agreement in compliance with HIPAA, the Privacy and Security Rules, and with the requirements of Subtitle D, the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery & Reinvestment Act of 2009 42 U.S.C. Sections 17921-17954 ("HITECH"), and other applicable federal and state laws.

D. In consideration of the mutual promises below and the exchange of information pursuant to the Service Agreement and this Business Associate Agreement, the parties agree to the terms and conditions set forth in this Business Associate Agreement.

II. DEFINITIONS

A. **Breach** means unauthorized acquisition, access, Use or Disclosure of PHI which compromises the security or privacy of such information, EXCEPT where: (1) the covered entity or business associate has a good faith belief that an unauthorized person to whom such information is Disclosed would not reasonably have been able to retain such information; (2) any unintentional acquisition, access, or Use of PHI by an employee or individual acting under the authority of a covered entity or business associate if the acquisition, access, Use (i) was made in good faith and within the course and scope of

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authority; and (ii) such information is not further acquired, accessed, or Used or Disclosed; (3) there is an inadvertent Disclosure from an individual who is otherwise authorized to access PHI at a facility operated by a covered entity or business associate to another similarly situated individual at the same facility and any such information received as a result of such Disclosure is not further acquired, accessed, Used, or Disclosed without authorization by any person; and (4) unauthorized Disclosure is limited to encrypted or otherwise technologically secured data.

B. **Business Associate** shall have the same meaning as the term "business associate" under the Privacy and Security Rules. In reference to the party to this Business Associate Agreement, the term "Business Associate" shall mean **Town of Amherst by and through Amherst Center for Senior Services.** The parties acknowledge and agree that Business Associate is an independent contractor and is not an agent of Covered Entity.

C. **Covered Account** means: (1) an account primarily for personal, family, or household purposes, that involves or is designed to permit multiple payments or transactions, such as a credit card account, mortgage loan, automobile loan, margin account, cell phone account, utility account, checking account, or savings account; or (2) any other account for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the financial institution or creditor from identity theft, including financial, operational, compliance, reputation, or litigation risks.

D. **Covered Entity** shall generally have the same meaning as the term "covered entity" under the Privacy and Security Rules. In reference to the party to this Business Associate Agreement, the term "Covered Entity" shall mean Erie County Department of Senior Services.

E. **Data Aggregation** means the combining of PHI by a Business Associate created or received in its capacity as a Business Associate of another Covered Entity, to permit the creation of data for analyses that relate to the health care operations of the respective Covered Entities.

F. **Designated Record Set** means a group of records maintained by or for a Covered Entity that is: (i) the individual's medical and billing records or (ii) used in whole or in part, by or for the Covered Entity to make decisions about the individual. A Designated Record Set does not include: (a) duplicate information maintained in other systems; (b) data collected and maintained for research; (c) data collected and maintained for peer review purposes; (d) psychotherapy notes; (e) information compiled in reasonable anticipation of litigation or administrative action; (f) employment records; (g) student records; and (h) source data interpreted or summarized in the individual's medical record such as pathology slides and diagnostic film.

G. **Disclosure** means the release, transfer, provision of access to, or divulging in any other manner, of PHI, outside Business Associate's organization (i.e., to anyone other than its employees who have a need to know or have access to the PHI).

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H. **Electronic Health Record** is an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

I. **Electronic Protected Health Information or "EPHI"** means Protected Health Information, as defined herein, that is transmitted by or maintained in electronic media. For purposes of this Business Associate Agreement, unless otherwise specified, any obligations of Business Associate relating to PHI shall also apply to EPHI.

J. **Health Care Operations** shall have the meaning given to such term under HIPAA's Privacy and Security Rules and includes quality assessment and improvement, credentialing health care professionals, conducting or arranging for medical review, legal services and auditing functions, business planning and development and business management and general administrative duties. The term Health Care Operations does not include marketing and fundraising activities of the Covered Entity or Business Associate.

K. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** is a federal law that sets forth standards for how Covered Entities and Business Associates may Use and Disclose PHI. HIPAA also establishes patient rights with regard to PHI.

L. **Hybrid Entity** means an entity whose business activities include covered and non-covered functions, and that has designated specific departments, divisions or programs as Designated Health Care Components.

M. **Identity Theft** is a fraud committed or attempted using the identifying information of another person without authority.

N. **Identifying Information** is any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including any name, social security number, date of birth, official State or government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number.

O. **Individual** means the person who is the subject of the PHI.

P. **Individually Identifiable Health Information** means information that is a subset of health information, including demographic information collected from an Individual, that: (i) is created or received from a health care provider, health plan, employer or health care clearinghouse; and (ii) relates to the past, present or future physical or mental health or condition of an Individual, the provision of health care to a patient, or the past, present, or future payment for the provision of health care to an Individual.

Q. **Limited Data Set** means information that excludes names, postal address (other than city, state, and zip code), telephone and fax numbers, email address, social security and medical record numbers, health plan numbers, account numbers, certificate license numbers, vehicle identifiers and serial numbers including license plate numbers, device identifiers

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and serial numbers, Web Universal Resource Locators, Internet Protocol address numbers, biometric identifiers including finger and voice prints and full face photographic images and any comparable images.

R. **Personal Health Record** means an electronic record of Individually Identifiable Health Information on an Individual that can be drawn from multiple sources and that is managed, shared, and controlled by or for the Individual.

S. **Protected Health Information** or "**PHI**" means any information, whether oral or recorded in any form or medium that: (i) relates to the past, present or future physical or mental condition of an Individual, the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual; and (iii) was received from Covered Entity or created or received by Business Associate on behalf of Covered Entity.

T. **Red Flag** means a pattern, practice or specific activity that indicates the possible existence of Identity Theft.

U. **Secured PHI** means PHI rendered unusable, unreadable or indecipherable to unauthorized individuals when one or more of the following security measures are in place:

1. Encryption of electronic PHI as specified in the HIPAA Security Rule by the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key and such confidential process or key that might enable decryption has not been breached;

2. Encryption processes that are tested by National Institute of Standards and Technology (NIST) and judged to meet this standard including:

    a) Valid encryption processes for data at rest consistent with NIST Special Publication 800-111, Guide to Storage Encryption Technologies for End User Devices;

    b) Valid encryption processes for data in motion that comply with Federal Information Processing Standards (FIPS) 140-2 including standards described in NIST Special Publications 800-2, guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, and may include others which are FIPS 140-2 validated;

3. The media on which the PHI is stored or recorded has been destroyed on one of the following ways:

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a) Paper, film, or other hard copy media have been shredded or destroyed such that the PHI cannot be read or otherwise cannot be reconstructed; or

b) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization, such that the PHI cannot be retrieved.

V. **Security Incident** means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information or interference with systems operations in an information system.

W. **Subcontractor** means a person or organization to whom a Business Associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate, regardless of whether Business Associate has entered into a contract with the person or organization.

X. **Unsecured Protected Health Information** means PHI that is not secured through technology or methodology that HHS has stated renders the PHI unusable, unreadable, or indecipherable to unauthorized Individuals.

Y. **Use** means, with respect to PHI, the sharing, employment, application, utilization, transmission, examination, or analysis of such information to, from or within Business Associate's organization.

III. OBLIGATIONS OF BUSINESS ASSOCIATE

A. Permitted Uses and Disclosures.

1. Business Associate may Use and/or Disclose PHI received from Covered Entity only as permitted or required by the Business Associate Agreement, and only when necessary to perform the services set forth in the Service Agreement.

2. Business Associate may Use or Disclose PHI as required by law.

3. Business Associate agrees that all Uses, Discloses and/or requests for PHI will be consistent with Covered Entity's minimum necessary policies and procedures.

4. Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Covered Entity. In addition, Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of HIPAA, HITECH, the Privacy and Security Rules or any state law (including but not limited to the Identity Theft Rules).

5. Business Associate may Disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate

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provided that (a) the Disclosures are required by law, or (b) Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that (i) the information will remain confidential and used for further Disclosure only as required by law or for the purpose for which it was Disclosed to the person, and (ii) the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been compromised or Breached.

6. Business Associate may provide Data Aggregation services relating to the Health Care Operations of the Covered Entity only if necessary to fulfill the terms of the Service Agreement.

7. Business Associate may store, analyze, access and use components of PHI that have been de-identified and that do not contain any Individually Identifiable Health Information, provided that any such use is (a) necessary to fulfill the terms of the Service Agreement; and (b) consistent with applicable law.

8. Business Associate acknowledges that sections of HIPAA, HITECH, the Privacy and Security Rules, and state law apply directly to Business Associate and Business Associate's Subcontractors as they apply to Covered Entity. Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of HIPAA, HITECH, the Privacy and Security Rules or state law. Business Associate agrees to comply with these and other applicable laws and regulations, and agrees to monitor Subcontractors to ensure compliance with the same.

B. **Appropriate Safeguards**

Business Associate acknowledges that Covered Entity is relying on the administrative, physical and security standards of Business Associate and Subcontractors of Business Associate in selecting Business Associate. Business Associate and Subcontractors of Business Associate must:

1. Protect and safeguard from Disclosure all PHI and other confidential information regardless of the type of media on which it is stored;

2. Implement appropriate safeguards as are necessary to prevent the Use or Disclosure of PHI other than as permitted by this Business Associate Agreement, HIPAA, HITECH, the Identity Theft Rules and other applicable federal and state laws;

3. Maintain a privacy and security program that includes administrative, technical and physical safeguards and security policies, procedures, and documentation of security activities; and

4. Implement safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI and EPHI created, received, maintained, or transmitted on behalf of the Covered Entity.

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C. **Identity Theft Compliance**

Business Associate and Subcontractors of Business Associate will have policies and procedures in place designed to detect, prevent and mitigate the risk of Identity Theft with regard to any Covered Accounts.

D. **Reporting Obligations**

Business Associate agrees to report to Covered Entity's Chief Privacy Officer verbally and in writing any Use or Disclosure of PHI other than as permitted by this Business Associate Agreement, and agrees to report any known pattern of activity or practice that may constitute a material breach or violation of this Business Associate Agreement, within five (5) days of the date Business Associate knew or should have known of such Use, Disclosure, pattern or practice. The obligation to report includes, but is not limited to, any Security Incident or Breach involving Unsecured PHI, and/or any violation of HIPAA, HITECH or the Privacy and Security Rules. Business Associate shall also report any known pattern of activity or practice of a Subcontractor that constitutes a material breach or violation of the Subcontractor's obligation under the Business Associate Agreement, or any federal or state laws.

Such report shall include, to the extent possible:

1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

2. A description of the types of Unsecured PHI that were involved in the Breach.

3. Any steps individuals should take to protect themselves from potential harm resulting from the breach;

4. A description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

5. Contact procedures for Covered Entity to contact Business Associate to ask questions or learn additional information.

In the event of a Breach, Business Associate's notice to Covered Entity must also include the identification of and contact information for each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired, or Disclosed during such Breach. In addition, if Business Associate is a service provider of Personal Health Records, as defined under HITECH, and discovers a Breach of security, it must notify Individuals whose unsecured Identifying Information was acquired by an unauthorized person, and must comply with any other applicable requirements concerning notification of individuals and/or federal and state agencies.

Business Associate shall take prompt corrective action to mitigate the harmful effects of any Security Incident, Breach, improper Use or Disclosure or unauthorized access of PHI in

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violation of this Business Associate Agreement, federal law and/or state law, and shall take additional action to mitigate harm as requested by Covered Entity. Upon request, Business Associate shall also assist Covered Entity in the performance of a risk assessment to determine whether a Breach occurred.

E. **Business Associate's Agents/Subcontractors**

Business Associate may Disclose PHI to and permit the Use of PHI by its employees, Subcontractors, agents, or other representatives only if and to the extent directly related to, and necessary for, the performance of services performed for or on behalf of the Covered Entity under the terms of the Service Agreement and the Business Associate Agreement. Business Associate shall ensure that any agents, including Subcontractors to whom it provides Covered Entity's PHI, agree in writing to:

1. the same restrictions and conditions that apply to Business Associate with respect to such PHI;

2. hold PHI in a confidential and secure manner as provided pursuant to this Business Associate Agreement and only disclose PHI as required by law or for the purposes for which it was disclosed; and

3. immediately notify Business Associate of any Breaches of confidentiality of the PHI.

Business Associates shall implement and maintain sanctions against agents and Subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation. Business Associate shall indemnify, defend and hold harmless Covered Entity and its respective employees, directors, officers, Subcontractors and agents from and against all claims, actions, damages, losses, liabilities, fines, penalties, costs or expenses (including without limitation reasonable attorney's fees and costs incurred in notifying Individuals of a Breach caused by Business Associate or its subcontractors or agents) suffered by Covered Entity in connection with Business Associate's failure to obtain and maintain a written agreement with such Subcontractors or agents, and/or to ensure that the Subcontractors or agents complied with all applicable federal and state laws and regulations.

F. **Access to PHI**

To comply with New York State Public Health Law § 18 and HIPAA, Business Associate shall make PHI maintained by Business Associate or its agents or Subcontractors in Designated Record Sets or in the Electronic Health Record in an electronic format, available to Covered Entity, or as directed by Covered Entity to an Individual, for inspection and copying within ten (10) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under HIPAA, HITECH, New York Public Health Law § 18 and any other applicable federal and state laws.

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G. **Amendment of PHI**

Within ten (10) days of receipt of a request from Covered Entity for an amendment of PHI or a record about an Individual contained in a Designated Record Set or in the Electronic Health Record in an electronic format, Business Associate or its agents or Subcontractors shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under HIPAA, HITECH, and/or state law. If any Individual requests an amendment of PHI directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any grant or denial of a request for an amendment of PHI maintained by Business Associate or its agents or Subcontractors shall be the sole responsibility of Covered Entity.

H. **Accounting Rights**

Within ten (10) days of notice by Covered Entity of a request for an accounting of Disclosures of PHI, including Disclosures for treatment, payment and healthcare operations, Business Associate and its agents or Subcontractors shall make available to Covered Entity or, as directed by Covered Entity directly to an Individual, the information required to provide an accounting of Disclosures to enable Covered Entity to fulfill its obligations under HIPAA, HITECH and state law. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate for at least six (6) years prior to the request, or at least three (3) years prior to the request if the records are maintained in an Electronic Health Record. At minimum, such information shall include: (i) the date of Disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of the purpose of the Disclosure that reasonably informs the Individual of the basis for the Disclosure, or a copy of the Individual's authorization, or a copy of the written request for Disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agent or Subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing, so that the Covered Entity may prepare and deliver the requested accounting.

I. **Access to Records by the Federal Government**

Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary of HHS and the FTC for purposes of determining Business Associate's compliance with HIPAA, HITECH and the Identity Theft Rules. Business Associate shall concurrently provide to Covered Entity a copy of any PHI, policies and procedures or other documentation that Business Associate provides to HHS and/or the FTC.

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J. **Minimum Necessary**

Business Associate and its agents or Subcontractors shall only request, Use and Disclose, to the extent practicable, a Limited Data Set, or the minimum amount of PHI necessary to accomplish the intended purpose of the request, Use or Disclosure.

K. **Documentation of Disclosures**

Business Associate shall document such Disclosures of PHI and information related to such Disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of PHI.

L. **Retention of PHI**

Business Associate and its agents or Subcontractors shall retain all PHI and documentation containing Disclosures of PHI throughout the term of the Service Agreement and for a period of six (6) years after termination of the Service Agreement.

M. **HIV/AIDS**

If the Service Agreement requires the Use or Disclosure of PHI that contains HIV/AIDS information, Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F. Business Associate shall notify its agents and/or Subcontractors concerning all applicable confidentiality requirements.

IV. OBLIGATIONS OF COVERED ENTITY

Covered Entity shall:

A. Provide Business Associate with Covered Entity's Notice of Privacy Practices for PHI, and notify Business Associate of any substantive changes to its Notice of Privacy Practices;

B. Notify Business Associate of any changes in, or revocation of, the permission by an Individuals to Use or Disclose his or her PHI, to the extent that such changes may affect Business Associate's permitted or required Use or Disclosure of PHI; and

C. Notify Business Associate of any restriction to the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under HIPAA or HITECH, to the extent that such restriction may affect the Business Associate or its agents or Subcontractor's Use or Disclosure of PHI.

V. TERM AND TERMINATION

A. **Term**

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This Business Associate Agreement shall become effective on the Business Associate Agreement Effective Date and shall continue until terminated by Covered Entity, or the date that the Service Agreement expires or is terminated. However, the following provisions and requirements of this Business Associate Agreement shall survive the expiration or other termination of the Business Associate Agreement: Sections III, V, VI, VII and X.

B. **Termination for Cause**

1. Material Breach by Business Associate: Business Associate shall take reasonable steps to mitigate and cure a breach of this Business Associate Agreement. Business Associate authorizes the Covered Entity to terminate this Business Associate Agreement and the Service Agreement if Covered Entity determines that Business Associate or its agents or Subcontractors have violated a material term of the Business Associate Agreement. In the event Covered Entity determines that Business Associate or its agents or Subcontractors have violated a material term of the Business Associate Agreement, Covered Entity shall have the right to immediately terminate the Service Agreement and Business Associate Agreement upon written notice to Business Associate.

2. Material Breach by Covered Entity: If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under the Business Associate Agreement, Business Associate must take reasonable steps to cure the Breach or end the violation. Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of Covered Entity that Business Associate believes constitutes a material breach or violation of Covered Entity's obligations under this Business Associate Agreement within five (5) days of discovery and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation. If such steps are unsuccessful, Business Associate shall either (a) terminate the Service Agreement and the Business Associate Agreement, if feasible or (b) if termination of the Service Agreement and Business Associate Agreement is not feasible, Business Associate shall report the problem to the Secretary of HHS.

C. **Obligations of Business Associate Upon Termination**

Upon termination of this Business Associate Agreement for any reason, Business Associate shall return or destroy all PHI that Business Associate or its agents or Subcontractors still maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall continue to extend the protections of Section III of this Business Associate Agreement to such information, and limit further Use of such PHI to those purposes that make the return or destruction of such PHI infeasible. If Business Associate elects to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

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D. **Indemnification for Violations**

Any violation of this Business Associate Agreement may cause irreparable harm to the Covered Entity. Therefore, Covered Entity may seek any legal remedy for such harm, including an injunction or specific performance. Business Associate shall indemnify and hold the Covered Entity harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this Business Associate Agreement. Business Associate shall be fully liable for the actions of its agents, employees, partners and/or Subcontractors. Business Associate shall fully indemnify and save harmless the Covered Entity from suits, actions, damages and costs, of every name and description relating to breach notification required by 45 CFR Part 164 or State Technology Law § 208, caused by any intentional act or negligence of Business Associate, its agents, employees, partners and/or Subcontractors; provided, however, that Business Associate shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Covered Entity.

VI. AMENDMENT

A. **Amendment to Comply with Law**

The parties agree to take such action as is necessary to implement the standards and requirements of HIPAA, HITECH and other applicable laws relating to the security or confidentiality of PHI.

B. **Written Amendment Required**

The Business Associate Agreement may not be modified or amended except by a writing duly signed by an authorized representative of each party.

VII. NO THIRD-PARTY BENEFICIARIES

Nothing express or implied in this Business Associate Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associates and their respective successors or assigns, any rights, remedies, obligations or liability whatsoever.

VIII. NO WAIVER

No waiver of a breach of any provision of this Business Associate Agreement shall be construed to be a waiver of any breach of any other provision of this Business Associate Agreement or of any succeeding breach of the same provision. No delay in action with regard to any breach of any provision of this Business Associate Agreement shall be construed to be a waiver of such breach.

IX. INDEPENDENT CONTRACTOR RELATIONSHIP

This Business Associate Agreement is not intended to create, and will not be construed to create, any relationship between the parties other than that of independent contractors. Neither of the

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parties nor any of their respective representatives will be construed to be the agent, employee, or representative of the other.

X. NOTICE

Any notices required to be given pursuant to the terms and conditions hereof shall be in writing and shall be sent by certified or registered mail, return receipt requested, to the respective parties at their addresses stated below. Notices shall be deemed to be effective on the date when they are mailed.

TO: **Erie County Department of Senior Services**
Rath Building
95 Franklin Street, 13th floor
Buffalo, New York 14202

Attn: Melissa Dentice

TO: **Town of Amherst by and through Amherst Center for Senior Services**
370 John James Audubon Pkwy.
Amherst NY 14228

Attn: Brian Kulpa

XI. SEVERABILITY

If any section or portion of this Business Associate Agreement shall be determined to be invalid, such determination shall not affect the enforceability or validity of the remainder of this Business Associate Agreement.

XII. INTERPRETATION

The terms and conditions of this Business Associate Agreement shall supersede any conflicting terms and conditions in the Service Agreement between the parties and shall supersede the terms and conditions of any existing Business Associate Agreement between the parties. This Business Associate Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, HITECH, the Identity Theft Rules and state law. The parties agree that any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with HIPAA, HITECH, the Privacy and Security Rules, the Identity Theft Rules, and other applicable state and federal laws.

XIII. STATE LAW

Nothing in this Business Associate Agreement will be construed to require Business Associate to Use or Disclose PHI in violation of New York State law.

XIV. GOVERNING LAW

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To the extent not superseded by Federal law, the rights and obligations of the Parties hereto under this Business Associate Agreement shall be governed by the laws of the State of New York without regard for its conflicts of laws provisions. Any action arising out of or related to this Business Associate Agreement shall be brought in, and the parties agree to the jurisdiction of, the Supreme Court, located in Erie County, State of New York. If the matter is brought in Federal Court, the parties agree to the venue of the Western District of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed the Business Associate Agreement as of the Business Associate Agreement Effective Date.

ERIE COUNTY DEPARTMENT OF SENIOR SERVICES

By: _____

Print Name: Angela Marinucci

Title: Commissioner

Date: _____

Town of Amherst by and through Amherst Center for Senior Services

By: _____

Print Name: Brian Kulpa

Title: Town Supervisor

Date: _____

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Schedule G
Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together " Equal Pay Law"). We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Equal Pay Law.
We certify that we have not been the subject of an adverse finding under the Equal Pay Law within the previous five years and, in the alternative, if we were the subject of an adverse finding under the Equal Pay Law within the previous five years, we have annexed a detailed description of the finding(s). In addition, we have annexed a detailed description of any currently pending claims under the Equal Pay Law in which we are involved.

_____
Signature

Verification

STATE OF _____)
COUNTY OF _____) SS:

A)

_____, being duly sworn, states he or she is the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B)

_____, being duly sworn, states that he or she is the Name of Corporate Officer _____, of _____, Title of Corporate Officer Name of Corporation the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____
Day of _____, 20__
_____

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EXHIBIT A: 2024 ERIE COUNTY CONGREGATE DINING SITES- TOWN OF AMHERST

Dining Site	Address	Meals Ordered	Ethnic Menu Served *	Bulk or Tray Site	Serve Days per Week
AMHERST	370 John James Audubon Pkwy Amherst, NY 14228	12,205	N	BULK	5

*KEY:
AA- African American
H- Hispanic
N/A: Not applicable

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Erie County Congregate Dining Services 2024-26

Exhibit B: African American and Hispanic Sample Menu Items

African American

Southern Style Beef Stew
Chicken Leg Quarter w/ BBQ Sauce
Boneless Chicken Breast w/ seasoned bell pepper strips and onion
Breaded Boneless Pork Chop w/ gravy
Creole Baked Tilapia w/ Creole Sauce
Baked Cod w/ Creole Sauce
Carne Guisade (beef stew)

Seasoned Mixed Greens
Cracklin' Bread
Hopping John (peas and rice)
Spanish Bean Medley
Creole Corn w/ Okra
Seasoned Red beans and Rice
Sweet potato casserole
Collard greens
Rice with pigeon peas
Seasoned mixed greens
Grits and cheese
Fresh Yams
Southern Banana Pudding
Rice pudding
Bread pudding

Hispanic

Sanocho De Cerdo (pork stew)
Creole Baked Tilapia w/ creole sauce
Carne Guisade
Pernil Pulled Pork
Baked Chicken leg and thigh with gravy
Panko breaded chicken thigh
Boneless Chicken Breast w/ seasoned bell pepper strips and onion
Red Beans and Rice
Fresh Plantain
Spanish bean medley
Rice with pigeon peas
Fresh Yams
Mango Nectar
Guava Nectar
Romano Vegetable
Fresh Yuca
Malanga
Calabaza
Seasoned mixed Greens
Tapioca Pudding
Rice pudding
Diced mango
Creamy Flan
Baked Flan
Tembleque

Attachment: Nutrition2024-12132023075004 (RES-2023-1048 : Erie County Senior Services Congregate Dining CRS #4502)

Exhibit C: FROZEN MEAL SAMPLE MENU - Erie County Stay Fit Dining

	MONDAY	CAL/CHO	TUESDAY	CAL/CHO	WEDNESDAY	CAL/CHO	THURSDAY	CAL/CHO	FRIDAY	CAL/CHO
HOT MEAL										
Meat or Alternate 3oz. Cooked Edible Portion	3 oz. Meatballs with 3 oz. Tomato Sauce		Buffalo Style Breaded Chicken Breast with 2 oz. Buffalo-style Sauce		8 oz. Beef Stew		Polish Sausage with 1/4 cup Sauerkraut		Bone-In Chicken Breast with Herbed Gravy	
Vegetables & Fruits	Cauliflower		Tater Tots		Mashed Potatoes		Seasoned Roasted Potatoes		Scalloped Potatoes	
2- (½ Cup) Servings Vitamin C - Daily Vitamin A 3x Week	Green Beans		Au Gratin Broccoli		Brussels Sprouts		Carrots		Peas with Pearl Onions	
Bread - 1 Slice or Alternate - ½ Cup	Dinner Roll		Dinner Roll		Dinner Roll		Dinner Roll		Dinner Roll	
Dessert - ½ Cup	Cookies		Fresh Fruit		Pudding		Fruit Cup		Fruit Cereal Bar	
Butter - 1 tsp.	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0
Milk - 1 cup Vitamin D Fortified 1% or 2% Fat	1% Milk	102/12	1% Milk	102/12	1% Milk	102/12	1% Milk	102/12	1% Milk	102/12
Calorie Count										
Salads										
DIET Dessert - 1/2 Cup										
Diet Calorie Count										

* Add 20 Calories to your total if 2% Milk is used at your center. **First Number is calories, and the second number is the Carbohydrate in grams

Attachment: Nutrition2024-12132023075004 (RES-2023-1048 : Erie County Senior Services Congregate Dining CRS #4502)

FROZEN MEAL SAMPLE MENU - Erie County Stay Fit Dining

	MONDAY	CAL/CHO	TUESDAY	CAL/CHO	WEDNESDAY	CAL/CHO	THURSDAY	CAL/CHO	FRIDAY	CAL/CHO
HOT MEAL										
Meat or Alternate 3oz. Cooked Edible Portion	Roasted Turkey Breast with 2 oz. Gravy		Vegetable Lasagna with 2 oz. Cream Sauce		Steakhouse Burger with 2 oz. Gravy		Breaded Pork Chop with 2 oz. Gravy		Ancho Chicken Fajita Skillet with 2 oz. Peppers, Onions & Salsa	
Vegetables & Fruits	Sweet Potatoes		Peas		Mashed Potatoes		Lazy Pierogi		Spanish Rice	
2- (½ Cup) Servings Vitamin C - Daily Vitamin A 3x Week	Green Bean Casserole		Cauliflower		Lima Bean Bake		Orange-glazed Carrots		Fiesta Corn	
Bread - 1 Slice or Alternate - ½ Cup	Dinner Roll		Dinner Roll		Dinner Roll		Dinner Roll		Dinner Roll	
Dessert - ½ Cup	Cookies		Gelatin Cup		Pudding		Fruit Cup		Fresh Fruit	
Butter - 1 tsp.	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0
Milk - 1 cup Vitamin D Fortified 1% or 2% Fat	1% Milk	102/12	1% Milk	102/12	1% Milk	102/12	1% Milk	102/12	1% Milk	102/12
Calorie Count										
Salads										
DIET Dessert - 1/2 Cup										
Diet Calorie Count										

*** Add 20 Calories to your total if 2% Milk is used at your center. **First Number is calories, and the second number is the Carbohydrate in grams**

Attachment: Nutrition2024-12132023075004 (RES-2023-1048 : Erie County Senior Services Congregate Dining CRS #4502)

FROZEN MEAL SAMPLE MENU - Erie County Stay Fit Dining

	MONDAY	CAL/CHO	TUESDAY	CAL/CHO	WEDNESDAY	CAL/CHO	THURSDAY	CAL/CHO	FRIDAY	CAL/CHO
HOT MEAL										
Meat or Alternate 3oz. Cooked Edible Portion	Grilled Chicken Breast with 2 oz. Marsala Sauce		6 oz. Beef Pepper Steak Casserole	212/6	Stuffed Shells with 3 oz. Tomato Meat Sauce		Swedish Meatballs (3 oz. Meatballs with 3 oz. Creamy Swedish Gravy)	235/11	Beer Battered Fish	
Vegetables & Fruits	Mashed Potatoes		Broccoli Florets		Cauliflower		Peas		Broccoli Cheese Rice Casserole	
2- (½ Cup) Servings Vitamin C - Daily Vitamin A 3x Week	French Green Beans with Shredded Carrot		Carrots		Italian Bean Medley		Harvard Beets		Zucchini & Tomatoes	
Bread - 1 Slice or Alternate - ½ Cup	Dinner Roll		Dinner Roll		Dinner Roll		Dinner Roll		Dinner Roll	
Dessert - ½ Cup	Cookies		Fresh Fruit		Pudding		Fruit Cup		Fruit Cereal Bar	
Butter - 1 tsp.	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0
Milk - 1 cup Vitamin D Fortified 1% or 2% Fat	1% Milk	102/12	1% Milk	102/12	1% Milk	102/12	1% Milk	102/12	1% Milk	102/12
Calorie Count										
Salads										
DIET Dessert - 1/2 Cup										
Diet Calorie Count										

*** Add 20 Calories to your total if 2% Milk is used at your center. **First Number is calories, and the second number is the Carbohydrate in grams**

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FROZEN MEAL SAMPLE MENU - Erie County Stay Fit Dining

	MONDAY	CAL/CHO	TUESDAY	CAL/CHO	WEDNESDAY	CAL/CHO	THURSDAY	CAL/CHO	FRIDAY	CAL/CHO
HOT MEAL										
Meat or Alternate 3oz. Cooked Edible Portion	Cheese Omelet with 2 oz. Cheese Sauce		1/2 cup Baked Rigatoni with 3 oz. Italian Sausage & 3 oz. Tomato Sauce		Roast Beef with 2 oz. Gravy		Breaded Chicken Patty with 2 oz. Gravy		6 oz. Turkey a la King	
Vegetables & Fruits	Tater Tots		California Blend Vegetables		Scalloped Potatoes		Cheesy Mashed Potatoes		Green Beans	
2- (½ Cup) Servings Vitamin C - Daily Vitamin A 3x Week	Peppers, Onions & Tomatoes		Peas		Brussels Sprouts		Seasoned Spinach		1/2 cup White Rice	
Bread - 1 Slice or Alternate - ½ Cup	Dinner Roll		Dinner Roll		Dinner Roll		Dinner Roll		Dinner Roll	
Dessert - ½ Cup	Fruit Cup		Cookies		Gelatin Cup		Fruit Cereal Bar		Fresh Fruit	
Butter - 1 tsp.	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0
Milk - 1 cup Vitamin D Fortified 1% or 2% Fat	1% Milk	102/12	1% Milk	102/12	1% Milk	102/12	1% Milk	102/12	1% Milk	102/12
Calorie Count										
Salads										
DIET Dessert - 1/2 Cup										
Diet Calorie Count										

*** Add 20 Calories to your total if 2% Milk is used at your center. **First Number is calories, and the second number is the Carbohydrate in grams**

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FROZEN MEAL SAMPLE MENU - Erie County Stay Fit Dining

	MONDAY	CAL/CHO	TUESDAY	CAL/CHO	WEDNESDAY	CAL/CHO	THURSDAY	CAL/CHO	FRIDAY	CAL/CHO
HOT MEAL										
Meat or Alternate 3oz. Cooked Edible Portion	8 oz. Cabbage Roll Casserole		Hot Dog with 1/4 cup Baked Beans		Grilled Chicken Breast with 2 oz. Mushroom Gravy		6 oz. Beef Bourguignon	127/2 25/4	6 oz. Cheese Tortellini with 2 oz. Chicken Tender & 3 oz. Red Pepper Cream Sauce	
Vegetables & Fruits	Garlic Mashed Potatoes		Macaroni & Cheese		Broccoli Florets		Mashed Potatoes		Cauliflower	
2- (½ Cup) Servings Vitamin C - Daily Vitamin A 3x Week	Corn		Carrots		Vegetable Rice Pilaf		Peas		Green Beans	
Bread - 1 Slice or Alternate - ½ Cup	Dinner Roll		Dinner Roll		Dinner Roll		Dinner Roll		Dinner Roll	
Dessert - ½ Cup	Cookies		Fresh Fruit		Fruit Cup		Pudding		Fruit Cereal Bar	
Butter - 1 tsp.	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0
Milk - 1 cup Vitamin D Fortified 1% or 2% Fat	1% Milk	102/12	1% Milk	102/12	1% Milk	102/12	1% Milk	102/12	1% Milk	102/12
Calorie Count										
Salads										
DIET Dessert - 1/2 Cup										
Diet Calorie Count										

*** Add 20 Calories to your total if 2% Milk is used at your center. **First Number is calories, and the second number is the Carbohydrate in grams**

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Exhibit D
MENU - Erie County Stay Fit Dining
STANDARD

Date:

Revision:

WEEK #: 1										
	MONDAY	CAL/CHO	TUESDAY	CAL/CHO	WEDNESDAY	CAL/CHO	THURSDAY	CAL/CHO	FRIDAY	CAL/CHO
HOT MEAL										
Meat or Alternate 3oz. Cooked Edible Portion	3 oz. Meatballs with 3 oz. Tomato Sauce & 0.5 oz. Shredded Mozzarella		Buffalo Style Breaded Chicken Breast with 2 oz. Buffalo-style Sauce		8 oz. Beef Stew		Polish Sausage with 1/4 cup Sauerkraut & Mustard pkt.		Bone-In Chicken Breast with Herbed Gravy	
Vegetables & Fruits	Cauliflower		Tater Tots		Mashed Potatoes		Seasoned Roasted Potatoes		Scalloped Potatoes	
2- (½ Cup) Servings Vitamin C - Daily Vitamin A 3x Week	Grape Juice		Au Gratin Broccoli		Brussels Sprouts		Carrots		Peas with Pearl Onions	
Bread - 1 Slice or Alternate - ½ Cup	Italian Bread		Hamburger Bun		Biscuit		Hot Dog Bun		Dinner Roll	
Dessert - ½ Cup	Chocolate Chip Cookies		Fresh Banana		Butterscotch Pudding with Whipped Topping		Pineapple & Mandarin Oranges		Lemon Cake with Frosting	
Butter - 1 tsp.	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0
Milk - 1 cup Vitamin D Fortified 1% or 2% Fat	1% Milk	102/12	1% Milk	102/12	1% Milk	102/12	Chocolate Milk	140/20	1% Milk	102/12
Calorie Count										
Salads			Marinated California Blend Vegetables							
DIET Dessert - 1/2 Cup										
Diet Calorie Count										

* Add 20 Calories to your total if 2% Milk is used at your center. **First Number is calories and the second number is the Carbohydrate in grams

Attachment: Nutrition2024-12132023075004 (RES-2023-1048 : Erie County Senior Services Congregate Dining CRS #4502)

MENU - Erie County Stay Fit Dining
STANDARD

Date:

Revision:

WEEK #: 2										
	MONDAY	CAL/CHO	TUESDAY	CAL/CHO	WEDNESDAY	CAL/CHO	THURSDAY	CAL/CHO	FRIDAY	CAL/CHO
HOT MEAL										
Meat or Alternate 3oz. Cooked Edible Portion	Roasted Turkey Breast with 2 oz. Gravy		Vegetable Lasagna with 2 oz. Cream Sauce		Steakhouse Burger with 2 oz. Gravy		Breaded Pork Chop with 2 oz. Gravy		Ancho Chicken Fajita Skillet with 2 oz. Peppers, Onions & Salsa & 0.5 oz Shredded Cheddar	
Vegetables & Fruits	Sweet Potatoes		Peas		Mashed Potatoes		Lazy Pierogi		Spanish Rice	
2- (½ Cup) Servings Vitamin C - Daily Vitamin A 3x Week	Green Bean Casserole		Chef Salad with Dressing		Lima Bean Bake		Orange-glazed Carrots		Fiesta Corn	
Bread - 1 Slice or Alternate - ½ Cup	1/2 cup Stuffing		Dinner Roll		Hamburger Bun		Rye Bread		6 in. Flour Tortilla	
Dessert - ½ Cup	Angel Food Cake with 1/4 cup Peaches		Pistachio Mousse		Fruit Cocktail		Apple Crisp with Whipped Topping		Seasonal Fresh Fruit	
Butter - 1 tsp.	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0
Milk - 1 cup Vitamin D Fortified 1% or 2% Fat	1% Milk	102/12	1% Milk	102/12	Chocolate Milk	140/20	1% Milk	102/12	1% Milk	102/12
Calorie Count										
Salads									Chef Salad with Dressing	
DIET Dessert - 1/2 Cup										
Diet Calorie Count										

* Add 20 Calories to your total if 2% Milk is used at your center. **First Number is calories, and the second number is the Carbohydrate in grams

Attachment: Nutrition2024-12132023075004 (RES-2023-1048 : Erie County Senior Services Congregate Dining CRS #4502)

MENU - Erie County Stay Fit Dining
STANDARD

Date:

Revision:

WEEK #: 3										
	MONDAY	CAL/CHO	TUESDAY	CAL/CHO	WEDNESDAY	CAL/CHO	THURSDAY	CAL/CHO	FRIDAY	CAL/CHO
HOT MEAL										
Meat or Alternate 3oz. Cooked Edible Portion	Grilled Chicken Breast with 2 oz. Marsala Sauce		6 oz. Beef Pepper Steak Casserole	212/6	Stuffed Shells with 3 oz. Tomato Meat Sauce & 0.5 oz. Shredded Mozzarella		Swedish Meatballs (3 oz. Meatballs with 3 oz. Creamy Swedish Gravy)	235/11	Beer Battered Fish with Tartar Sauce	
Vegetables & Fruits	Mashed Potatoes		Broccoli Florets		Cauliflower		Peas		Broccoli Cheese Rice Casserole	
2- (½ Cup) Servings Vitamin C - Daily Vitamin A 3x Week	French Green Beans with Shredded Carrot		Carrots		Fruit Punch		Harvard Beets		Zucchini & Tomatoes	
Bread - 1 Slice or Alternate - ½ Cup	Multigrain Bread		1/2 cup White Rice	121/27	Italian Bread		1/2 cup Spiral Pasta		Wheat Dinner Roll	
Dessert - ½ Cup	Cinnamon Pears		Sugar Cookies		Lemon Ice		Fresh Grapes		S'mores Scramble (chocolate pudding w/ marshmallows & graham cracker topping)	
Butter - 1 tsp.	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0
Milk - 1 cup Vitamin D Fortified 1% or 2% Fat	Chocolate Milk	140/20	1% Milk	102/12	1% Milk	102/12	1% Milk	102/12	1% Milk	102/12
Calorie Count										
Salads									Coleslaw	
DIET Dessert - 1/2 Cup										
Diet Calorie Count										

* Add 20 Calories to your total if 2% Milk is used at your center. **First Number is calories, and the second number is the Carbohydrate in grams

Attachment: Nutrition2024-12132023075004 (RES-2023-1048 : Erie County Senior Services Congregate Dining CRS #4502)

MENU - Erie County Stay Fit Dining STANDARD

Date:

Revision:

WEEK #: 4										
	MONDAY	CAL/CHO	TUESDAY	CAL/CHO	WEDNESDAY	CAL/CHO	THURSDAY	CAL/CHO	FRIDAY	CAL/CHO
HOT MEAL										
Meat or Alternate 3oz. Cooked Edible Portion	Cheese Omelet with 2 oz. Cheese Sauce		1/2 cup Baked Rigatoni with 3 oz. Italian Sausage & 3 oz. Tomato Sauce & 0.5 oz. Shredded Mozzarella		Roast Beef with 2 oz. Gravy & Horseradish pkt.		Breaded Chicken Patty with 2 oz. Gravy		6 oz. Turkey a la King	
Vegetables & Fruits	Tater Tots		California Blend Vegetables		Scalloped Potatoes		Cheesy Mashed Potatoes		Green Beans	
2- (½ Cup) Servings Vitamin C - Daily Vitamin A 3x Week	Peppers, Onions & Tomatoes		Grape Juice		Brussels Sprouts		Seasoned Spinach		Pineapple Juice	
Bread - 1 Slice or Alternate - ½ Cup	Raisin Bread		Dinner Roll		Rye Bread		Multigrain Bread		1/2 cup White Rice	
Dessert - ½ Cup	Brownie		Ambrosia		Seasonal Fresh Fruit		Ice Cream/ Ice Cream Novelty		Strawberry Bavarian	
Butter - 1 tsp.	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0
Milk - 1 cup Vitamin D Fortified 1% or 2% Fat	1% Milk	102/12	1% Milk	102/12	Chocolate Milk	140/20	1% Milk	102/12	1% Milk	102/12
Calorie Count										
Salads							Marinated Broccoli, Corn, Carrot & Red Pepper Salad			
DIET Dessert - 1/2 Cup										
Diet Calorie Count										

* Add 20 Calories to your total if 2% Milk is used at your center. **First Number is calories, and the second number is the Carbohydrate in grams

Attachment: Nutrition2024-12132023075004 (RES-2023-1048 : Erie County Senior Services Congregate Dining CRS #4502)

MENU - Erie County Stay Fit Dining STANDARD

Date:

Revision:

WEEK #: 5										
	MONDAY	CAL/CHO	TUESDAY	CAL/CHO	WEDNESDAY	CAL/CHO	THURSDAY	CAL/CHO	FRIDAY	CAL/CHO
HOT MEAL										
Meat or Alternate 3oz. Cooked Edible Portion	8 oz. Cabbage Roll Casserole		Hot Dog with 1/4 cup Baked Beans & Ketchup pkt.		Grilled Chicken Breast with 2 oz. Mushroom Gravy		6 oz. Beef Bourguignon	127/2 25/4	6 oz. Cheese Tortellini with 2 oz. Chicken Tender & 3 oz. Red Pepper Cream Sauce	
Vegetables & Fruits	Garlic Mashed Potatoes		Macaroni & Cheese		Broccoli Florets		Mashed Potatoes		Cauliflower	
2- (½ Cup) Servings Vitamin C - Daily Vitamin A 3x Week	Corn		Carrots		Fruit Punch		Peas		Green Beans	
Bread - 1 Slice or Alternate - ½ Cup	Dinner Roll		Hot Dog Bun		1/2 cup Vegetable Rice Pilaf		Rye Bread		Wheat Dinner Roll	
Dessert - ½ Cup	Peanut Butter Cookies		Seasonal Fresh Fruit		Peach Crisp with Whipped Topping		Apricots & Mandarin Oranges		Chocolate Cake with Chocolate Frosting	
Butter - 1 tsp.	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0
Milk - 1 cup Vitamin D Fortified 1% or 2% Fat	1% Milk	102/12	1% Milk	102/12	1% Milk	102/12	Chocolate Milk	140/20	1% Milk	102/12
Calorie Count										
Salads							Chef Salad with Dressing			
DIET Dessert - 1/2 Cup										
Diet Calorie Count										

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Attachment: Nutrition2024-12132023075004 (RES-2023-1048 : Erie County Senior Services Congregate Dining CRS #4502)

MENU - Erie County Stay Fit Dining
STANDARD

Date:

Revision:

WEEK #: 6	MONDAY	CAL/CHO	TUESDAY	CAL/CHO	Soup & Salad WEDNESDAY	CAL/CHO	THURSDAY	CAL/CHO	FRIDAY	CAL/CHO
HOT MEAL										
Meat or Alternate 3oz. Cooked Edible Portion	8 oz. Caribbean Chicken Stew	297/23	Salisbury Steak with 2 oz. Gravy		8 oz. Cream of Potato with Ham (2 oz. Ham) Soup	230/8 117/28	Vegetable Quiche with 2 oz. Cheese Sauce		Breaded Chicken Cutlet with 2 oz. Tomato Sauce & 1 oz. Shredded Mozzarella	
Vegetables & Fruits	Broccoli Florets		Mashed Potatoes		Brussels Sprouts		Harvard Beets		Cauliflower	
2- (½ Cup) Servings Vitamin C - Daily Vitamin A 3x Week	Orange-pineapple Juice		Mixed Vegetables		Apple Juice		Seasoned Spinach		Peas	
Bread - 1 Slice or Alternate - ½ Cup	1/2c Yellow Rice with Turmeric	131/25	Wheat Bread		Cornbread		Wheat Dinner Roll		1/2 cup Penne Pasta	
Dessert - ½ Cup	Lorna Doones		Fruited Gelatin		Lemon Bavarian		Strawberry Ice Cream		Fresh Pear	
Butter - 1 tsp.	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0
Milk - 1 cup Vitamin D Fortified 1% or 2% Fat	1% Milk	102/12	1% Milk	102/12	1% Milk	102/12	1% Milk	102/12	Chocolate Milk	140/20
Calorie Count										
Salads					Chef Salad with Dressing					
DIET Dessert - 1/2 Cup										
Diet Calorie Count										

*** Add 20 Calories to your total if 2% Milk is used at your center. **First Number is calories, and the second number is the Carbohydrate in grams**

Attachment: Nutrition2024-12132023075004 (RES-2023-1048 : Erie County Senior Services Congregate Dining CRS #4502)

MENU - Erie County Stay Fit Dining STANDARD

Date:

Revision:

WEEK #: 7										
	MONDAY	CAL/CHO	TUESDAY	CAL/CHO	WEDNESDAY	CAL/CHO	THURSDAY	CAL/CHO	FRIDAY	CAL/CHO
HOT MEAL										
Meat or Alternate 3oz. Cooked Edible Portion	4 oz. Sloppy Joe		Roasted Turkey with 2 oz. Gravy		8 oz. Cheesy Chicken & Broccoli Bake		Lasagna Roll with 3 oz. Tomato Meat Sauce & 0.5 oz. Shredded Mozzarella		8 oz. Pork Stew	
Vegetables & Fruits	Tater Tots		Mashed Butternut Squash		Carrots		California Blend Vegetables		Mashed Potatoes	
2- (½ Cup) Servings Vitamin C - Daily Vitamin A 3x Week	Au Gratin Spinach		Creamy Cabbage with Dill		Chef Salad with Dressing		Grape Juice		Broccoli Florets	
Bread - 1 Slice or Alternate - ½ Cup	Hamburger Bun		1/2 cup Stuffing		Wheat Dinner Roll		Dinner Roll		Biscuit	
Dessert - ½ Cup	Tropical Fruit		Fresh Apple		Mandarin Oranges		Rice Pudding		Oatmeal Cookies	
Butter - 1 tsp.	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0
Milk - 1 cup Vitamin D Fortified 1% or 2% Fat	Chocolate Milk	140/20	1% Milk	102/12	1% Milk	102/12	1% Milk	102/12	1% Milk	102/12
Calorie Count										
Salads			Molded Cranberry Salad							
DIET Dessert - 1/2 Cup										
Diet Calorie Count										

* Add 20 Calories to your total if 2% Milk is used at your center. **First Number is calories, and the second number is the Carbohydrate in grams

Attachment: Nutrition2024-12132023075004 (RES-2023-1048 : Erie County Senior Services Congregate Dining CRS #4502)

MENU - Erie County Stay Fit Dining STANDARD

Date:

Revision:

WEEK #: 8										
	MONDAY	CAL/CHO	TUESDAY	CAL/CHO	WEDNESDAY	CAL/CHO	THURSDAY	CAL/CHO	FRIDAY	CAL/CHO
HOT MEAL										
Meat or Alternate 3oz. Cooked Edible Portion	8 oz. Macaroni & Cheese		Ground Beef Taco (3 oz. Taco-seasoned Ground Beef) with 0.5 oz. Cheddar Cheese		Roast Pork with 2 oz. Warm Cinnamon Apples		Grilled Chicken Breast with 2 oz. Pineapple Salsa		Meatloaf with 2 oz. Gravy	
Vegetables & Fruits	Peas with Red Pepper		Spanish Rice		Mashed Sweet Potatoes		Vegetable Rice Pilaf		Mashed Potatoes	
2- (½ Cup) Servings Vitamin C - Daily Vitamin A 3x Week	California Vegetable Medley		Seasoned Corn & Black Beans		Bavarian Red Cabbage		Broccoli Florets		Lima Bean Bake	
Bread - 1 Slice or Alternate - ½ Cup	Wheat Dinner Roll		Taco Shell		Multigrain Dinner Roll		Dinner Roll		Wheat Bread	
Dessert - ½ Cup	Rice Krispie Treat		Seasonal Fresh Fruit		Spice Cake with Frosting		Peach Bavarian		Fruit Compote	
Butter - 1 tsp.	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0
Milk - 1 cup Vitamin D Fortified 1% or 2% Fat	1% Milk	102/12	Chocolate Milk	140/20	1% Milk	102/12	1% Milk	102/12	1% Milk	102/12
Calorie Count										
Salads			Shredded Lettuce, & Diced Tomatoes							
DIET Dessert - 1/2 Cup										
Diet Calorie Count										

* Add 20 Calories to your total if 2% Milk is used at your center. **First Number is calories, and the second number is the Carbohydrate in grams

MENU - Erie County Stay Fit Dining
STANDARD

Date:

Revision:

WEEK #: 9										
	MONDAY	CAL/CHO	TUESDAY	CAL/CHO	WEDNESDAY	CAL/CHO	THURSDAY	CAL/CHO	FRIDAY	CAL/CHO
HOT MEAL										
Meat or Alternate 3oz. Cooked Edible Portion	6 oz. Chicken & Sausage Paella		8 oz. Beef Macaroni Casserole with 0.5 oz. Shredded Mozzarella		6 oz. Tortellini with 2 oz. Chicken Tender & 3 oz. Primavera Sauce		LS Ham Steak with 2 oz. Brown Sugar Glaze	91/3 60/15	Beer Battered Fish with Tartar Sauce	
Vegetables & Fruits	Corn with Red Pepper		Peas & Carrots		Italian Bean Medley		Sweet Potatoes		Tater Tots	
2- (½ Cup) Servings Vitamin C - Daily Vitamin A 3x Week	Pineapple Juice		Grape Juice		Zucchini & Tomatoes		Sauteed Cabbage		Au Gratin Broccoli	
Bread - 1 Slice or Alternate - ½ Cup	1/2 cup Rice & Black Beans		Multigrain Bread		Dinner Roll		Rye Bread		Multigrain Roll	
Dessert - ½ Cup	Peaches & Pears		Ice Cream/Ice Cream Novelty		Fresh Banana		Gingersnap Cookies		Strawberry Bavarian	
Butter - 1 tsp.	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0
Milk - 1 cup Vitamin D Fortified 1% or 2% Fat	1% Milk	102/12	1% Milk	102/12	Chocolate Milk	140/20	1% Milk	102/12	1% Milk	102/12
Calorie Count										
Salads			Chef Salad with Dressing							
DIET Dessert - 1/2 Cup										
Diet Calorie Count										

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MENU - Erie County Stay Fit Dining STANDARD

Date:

Revision:

WEEK #: 10										
	MONDAY	CAL/CHO	TUESDAY	CAL/CHO	WEDNESDAY	CAL/CHO	THURSDAY	CAL/CHO	FRIDAY	CAL/CHO
HOT MEAL										
Meat or Alternate 3oz. Cooked Edible Portion	Hamburger with 2 oz. Onion Gravy		Grilled Chicken Breast with 2 oz. Polynesian Sauce		Cheese Ravioli with 3 oz. Tomato Meatsauce & 0.5 oz. Shredded Mozzarella		8 oz. Chicken Vegetable Casserole		Pork Ribette with 2 oz. BBQ Sauce	
Vegetables & Fruits	Mashed Potatoes		Broccoli Florets		Peas		Mashed Potatoes		Cheesy Diced Potatoes	
2- (½ Cup) Servings Vitamin C - Daily Vitamin A 3x Week	Harvard Beets		Carrots		Grape Juice		Green Beans		Brussels Sprouts	
Bread - 1 Slice or Alternate - ½ Cup	Wheat Hamburger Bun		1/2 cup White Rice		Italian Bread		Biscuit		Hot Dog Bun	
Dessert - ½ Cup	Tapioca Pudding		Pineapple Upside Down Cake		Chocolate Ice Cream		Cinnamon Applesauce		Seasonal Fresh Fruit	
Butter - 1 tsp.	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0
Milk - 1 cup Vitamin D Fortified 1% or 2% Fat	1% Milk	102/12	1% Milk	102/12	1% Milk	102/12	Chocolate Milk	140/20	1% Milk	102/12
Calorie Count										
Salads									Chef Salad with Dressing	
DIET Dessert - 1/2 Cup										
Diet Calorie Count										

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Attachment: Nutrition2024-12132023075004 (RES-2023-1048 : Erie County Senior Services Congregate Dining CRS #4502)

MENU - Erie County Stay Fit Dining STANDARD

Date:

Revision:

WEEK #: 11										
	MONDAY	CAL/CHO	TUESDAY	CAL/CHO	WEDNESDAY	CAL/CHO	THURSDAY	CAL/CHO	FRIDAY	CAL/CHO
HOT MEAL										
Meat or Alternate 3oz. Cooked Edible Portion	8 oz. Turkey Tetrazzini		Italian Sausage with 2 oz. Peppers, Onions and Tomato Sauce		4 oz. Shredded Beef in Gravy with Horseradish pkt.		Grilled Chicken Breast with 2 oz. Tikka Masala Sauce		Breaded Bone-In Pork Chop with 2 oz. Gravy	
Vegetables & Fruits	Carrots		Seasoned Roasted Potatoes		Cheesy Mashed Potatoes		Fruit Punch		Sweet Potatoes	
2- (½ Cup) Servings Vitamin C - Daily Vitamin A 3x Week	Apple Juice		Au Gratin Spinach		Broccoli Florets		Turmeric Roasted Cauliflower		Green Bean Casserole	
Bread - 1 Slice or Alternate - ½ Cup	Wheat Roll		Hot Dog Bun		Hamburger Bun		1/2 cup Basmati Rice		1/2 cup Stuffing	
Dessert - ½ Cup	Sugar Cookies		Brownie		Fresh Orange		Sherbet		Fruit Cocktail	
Butter - 1 tsp.	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0
Milk - 1 cup Vitamin D Fortified 1% or 2% Fat	1% Milk	102/12	1% Milk	102/12	Chocolate Milk	140/20	1% Milk	102/12	1% Milk	102/12
Calorie Count										
Salads							Marinated Cucumber Salad with Mint			
DIET Dessert - 1/2 Cup										
Diet Calorie Count										

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Attachment: Nutrition2024-12132023075004 (RES-2023-1048 : Erie County Senior Services Congregate Dining CRS #4502)

MENU - Erie County Stay Fit Dining STANDARD

Date:

Revision:

WEEK #: 12										
	MONDAY	CAL/CHO	TUESDAY	CAL/CHO	WEDNESDAY	CAL/CHO	THURSDAY	CAL/CHO	FRIDAY	CAL/CHO
HOT MEAL										
Meat or Alternate 3oz. Cooked Edible Portion	8 oz. Chili con Carne with 0.5 oz. Shredded Cheddar		Bratwurst with 1/4 cup Sauerkraut & Mustard pkt.		Roasted Turkey with 2 oz. Gravy & Cranberry sauce pkt.		Stuffed Pepper with 2 oz. Tomato Meat Sauce		6 oz. Chicken a la King	
Vegetables & Fruits	Carrots		German Potato Salad		Mashed Potatoes		Garlic-seasoned Diced Potatoes		Mashed Potatoes	
2- (½ Cup) Servings Vitamin C - Daily Vitamin A 3x Week	Grape Juice		Green Beans with Red Pepper		Peas with Pearl Onions		Italian Bean Medley		California Blend Vegetables	
Bread - 1 Slice or Alternate - ½ Cup	Cornbread		Hot Dog Bun		1/2 cup Stuffing		Wheat Bread		Biscuit	
Dessert - ½ Cup	Fresh Pear		Apple Crisp with Whipped Topping		Pumpkin Bavarian		Mandarin Oranges & Apricots		Molasses Cookies	
Butter - 1 tsp.	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0
Milk - 1 cup Vitamin D Fortified 1% or 2% Fat	1% Milk	102/12	1% Milk	102/12	1% Milk	102/12	Chocolate Milk	140/20	1% Milk	102/12
Calorie Count										
Salads			Marinated Beet & Onion Salad							
DIET Dessert - 1/2 Cup										
Diet Calorie Count										

* Add 20 Calories to your total if 2% Milk is used at your center. **First Number is calories, and the second number is the Carbohydrate in grams

Attachment: Nutrition2024-12132023075004 (RES-2023-1048 : Erie County Senior Services Congregate Dining CRS #4502)

MENU - Erie County Stay Fit Dining
STANDARD

Date:

Revision:

WEEK #: 13					Soup & Sandwich					
	MONDAY	CAL/CHO	TUESDAY	CAL/CHO	WEDNESDAY	CAL/CHO	THURSDAY	CAL/CHO	FRIDAY	CAL/CHO
HOT MEAL										
Meat or Alternate 3oz. Cooked Edible Portion	6 oz. Beef Strips in Swiss Gravy		Manicotti with 3 oz. Tomato Meat Sauce & 0.5 oz. Shredded Mozzarella		8 oz. Lentil Soup		Lemon-Herb Boneless Chicken Breast		Turkey Burger with 2 oz. BBQ Sauce	
Vegetables & Fruits	Mashed Potatoes		Cauliflower		4 oz. Shredded Pork in Gravy		Broccoli Cheese Rice Casserole		Cheesy Diced Potatoes	
2- (½ Cup) Servings Vitamin C - Daily Vitamin A 3x Week	Green Beans		Fruit Punch		Brussels Sprouts		Carrots		Corn-on-the-Cob	
Bread - 1 Slice or Alternate - ½ Cup	Wheat Bread		Dinner Roll		Hamburger Bun		Whole Wheat Dinner Roll		Hamburger Bun	
Dessert - ½ Cup	Spice Cake with Frosting		Fresh Grapes		Chocolate Pudding with Whipped Topping		Angel Food Cake with 1/4 Pineapple		Fruited Gelatin	
Butter - 1 tsp.	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0
Milk - 1 cup Vitamin D Fortified 1% or 2% Fat	1% Milk	102/12	Chocolate Milk	140/20	1% Milk	102/12	1% Milk	102/12	1% Milk	102/12
Calorie Count										
Salads									Marinated California Blend Vegetables	
DIET Dessert - 1/2 Cup										
Diet Calorie Count										

* Add 20 Calories to your total if 2% Milk is used at your center. **First Number is calories, and the second number is the Carbohydrate in grams

Attachment: Nutrition2024-12132023075004 (RES-2023-1048 : Erie County Senior Services Congregate Dining CRS #4502)

DINNER SAMPLE MENU - Erie County Stay
Fit Dining

Hot Entrées

	Week of		Week of		Week of		Week of		Week of	
Hot Meal	Week 1		Week 2		Week 3		Week 4		Week 5	
Meat or Alternate 3oz. Cooked Edible Portion	Cabbage Roll with 2 oz. Savory Meat Sauce	252/25	Roasted Turkey with 2 oz. Gravy	135/5	Breaded Pork Chop with 2 oz. Gravy	197/18	Beer Battered Fish with Tartar Sauce	262/21	Lasagna Roll with 2 oz. Tomato Meat Sauce	
Vegetables & Fruits	Garlic Mashed Potatoes	110/21	Mashed Sweet Potatoes	91/21	Scalloped Potatoes	150/24	Broccoli Cheese Rice Casserole	167/14	Cauliflower	
2- (½ Cup) Servings Vitamin C - Daily Vitamin A 3x Week	Corn	67/16	Peas	62/11	Brussels Sprouts	33/6	Carrots	27/6	Grape Juice	
Bread - 1 Slice or Alternate - ½ Cup	Rye Bread	83/16	Stuffing	118/15	Dinner roll	78/13	Whole Wheat Dinner Roll	76/13	Dinner Roll	
Dessert - ½ Cup	Chocolate Éclair	160/16	Oatmeal Cookies	240/32	Apple Pie with Whipped Topping		Chocolate-swirl Ice Cream		Cheesecake with 1 oz. Strawberry Sauce	
Butter - 1 tsp.	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0	Butter	
Milk - 1 cup Vitamin D Fortified 1% or 2% Fat	1% Milk	103/12	1% Milk	103/12	1% Milk	102/12	1% Milk	103/12	1% Milk	
		851		893						
Salads	Marinated Cucumber & Onion Salad	43/3	Molded Cranberry Salad	110/26	Chef Salad with Dressing	38/9	Coleslaw	98/11	Chef Salad with Dressing	

Attachment: Nutrition2024-12132023075004 (RES-2023-1048 : Erie County Senior Services Congregate Dining CRS #4502)

DINNER SAMPLE MENU - Erie County Stay Fit Dining

Entrée Salad

	Week of		Week of		Week of		Week of		Week of	
Entrée Salad	Week 1		Week 2		Week 3		Week 4		Week 5	
Meat or Alternate 3oz. Cooked Edible Portion	Chicken Caesar Salad with 2 oz. Caesar Dressing, 1/2 oz. Parmesan Cheese & Croutons	613/20	Julienne Salad (1 oz. Ham, 1 oz. Turkey, 1/2 oz. Swiss Cheese & 1/2 HB Egg w/ 2 oz. Dressing & Croutons)	340/20	Two #8 Scoops Tuna Macaroni Salad	385/24	Grilled Chicken, Mandarin Orange & Sunflower Salad	332/21	Beef Taco Salad (3 oz. Taco-seasoned Ground Beef with 0.5 oz. Shredded Cheddar Cheese)	512/25
Vegetables & Fruits	1 Cup Fresh Salad Mix with Shredded Carrot & 1.5 Tbs. Fresh Green Pepper	included	1 Cup Fresh Salad Mix, Shredded Carrot & 1.5 Tbs. Fresh Green Pepper	included	1 Cup Fresh Salad Mix with Shredded Carrot & 1.5 Tbs. Fresh Green Pepper & 1 oz. Dressing	included	1 cup Fresh Salad Mix with Shredded Carrot, 1.5 Tbs. Fresh Green Pepper & 2 oz. Dressing	included	1 Cup Fresh Salad Mix with Shredded Carrot & 1.5 Tbs. Fresh Green Pepper & 2 oz. Zesty Italian Dressing	included
2- (½ Cup) Servings Vitamin C - Daily Vitamin A 3x Week	Cherry Tomatoes - 1/2 Cup	included	Cherry Tomatoes - 1/2 Cup	included	Cherry Tomatoes - 1/2 Cup	included	1/2 cup Cherry Tomatoes	included	Corn & Black Bean Salsa - 1/2 Cup	included
Bread - 1 Slice or Alternate - ½ Cup	Dinner Roll	78/13	Dinner Roll	78/13	2 pkgs. Club Crackers	70/9	Dinner Roll		Tortilla Strips	78/9
Dessert - ½ Cup	Chocolate Éclair	160/16	Oatmeal Cookies	240/32	Coconut Cream Pie		Chocolate-swirl Ice Cream		Cheesecake with 1 oz. Strawberry Sauce	
Butter - 1 tsp.	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0	Butter	34/0
Milk - 1 cup Vitamin D Fortified 1% or 2% Fat	1% Milk	103/12	1% Milk	103/12	1% Milk	103/12	1% Milk	103/12	1% Milk	103/12

Attachment: Nutrition2024-12132023075004 (RES-2023-1048 : Erie County Senior Services Congregate Dining CRS #4502)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 28373 **RESOLUTION 2023-1049** **ADOPTED**

Increase in Fees

We respectfully request Town Board and the Supervisor to approve the increase in the yearly fee to have the Senior Center newsletter mailed.

12/18/2023
Consent

FINANCIAL IMPACT:

To Be Determined

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Brian J. Kulpa
Supervisor, Town of Amherst

Melissa Abel
Executive Director, Senior Center

Town of Amherst Center for Senior Services

WHEREAS, The Town of Amherst Senior Services mails the monthly newsletter at a cost of $6.00 per year to members who subscribe and

WHEREAS, the cost of goods and services is always increasing and

WHEREAS, in the last 10 years the cost of $6.00 to members has not been increased and

WHEREAS the software cost annually has increased, postage and paper costs have increased and

WHEREAS members can view the newsletter online or pick up a copy of the newsletters at the senior center and other Town buildings and

WHERAS, the Senior Services Advisory Board has discussed this issue at length and concurred that the cost to have the newsletter mailed to a members home be increased and

RESOLVED, the newsletter mailing cost will increase from $6.00 per year to $10.00 per year and

RESOLVED, this change will go into effect January 1, 2024.

370 John James Audubon Parkway~Amherst, New York~14228
Phone: 716-636-3050 Fax: 716-639-7572
AmherstCenterforSeniorServices.com

Attachment: Resolution for Increase of mailing fees (RES-2023-1049 : Increase in Amherst Senior Center Fees)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 28375 **RESOLUTION 2023-1050** **ADOPTED**

Increase in Membership Fees

We respectfully request the Town Board and the Supervisor approve the request to increase the Amherst Senior Center Lifetime membership rate for Amherst residents.

12/18/2023
Consent

FINANCIAL IMPACT:

To be determined

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Brian J. Kulpa
Supervisor, Town of Amherst

Melissa Abel
Executive Director, Senior Center

Town of Amherst Center for Senior Services

WHEREAS, The Town of Amherst Senior Services has not raised the Lifetime Rate to join the senior center in over a decade and

WHEREAS, the cost of goods and services is always increasing and

WHEREAS, in the last 5 years, we have seen the membership of the senior center increase by 50% and it now totals over 13,000 seniors and

WHERAS, the Senior Services Advisory Board has discussed this issue at length and concurred that the Lifetime membership rate for Amherst residents be increased and

RESOLVED, the Lifetime rate for Amherst residents membership to the senior center be changed from $30 a single person to $50 for a single person and $50 a Household to $75 a Household and

RESOLVED, this change will go into effect January 1. 2024.

370 John James Audubon Parkway~Amherst, New York~14228
Phone: 716-636-3050 Fax: 716-639-7572
AmherstCenterforSeniorServices.com

Attachment: Resolution for Increase of membership fees (RES-2023-1050 : Increase in Amherst Senior Center Membership Fees)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 28376 **RESOLUTION 2023-1051** **ADOPTED**

Suspension of New Non-Amherst Resident Senior Center Memberships

We respectfully request Town Board and the Supervisors permission to suspend any new non-Amherst resident memberships for the year 2024 and to increase the annual non-Amherst resident membership fee to $50 per person.

12/18/2023
Consent

FINANCIAL IMPACT:

tbd

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Brian J. Kulpa
Supervisor, Town of Amherst

Melissa Abel
Executive Director, Senior Center

Town of Amherst Center for Senior Services

WHEREAS, on October 24, 2011, the Town of Amherst approved non-Amherst resident memberships be made permanent and

WHEREAS, non-Amherst resident members would pay an annual fee of $30 single rate, $50 Household or Lifetime rate of $100 single or $150 Household and

WHEREAS, allowing non-residents to join would provide a benefit and not burden Town resources or compromise services to Amherst residents and

WHEREAS, Amherst residents would receive preference for class participation and

WHEREAS, in 2023 there have been reports from Amherst residents and staff of the senior center of negative impact due to increased registration of non-Amherst residents in classes and

WHERAS, Amherst residents have complained at Senior Center Representatives Council Meetings and to the senior center Director that they are not getting into classes when most reach capacity quickly and many have lengthy wait lists and

WHERAS, the Senior Services Advisory Board has discussed this issue at length and concurred that to continue to allow non-Amherst residents to join will continue to burden Town resources and compromise services to residents and

Resolved, that the Renewal rate for current non- Amherst resident membership will be $50 per person with no option for Household or Lifetime rate and

Resolved, that the Senior Center will suspend any new non-Amherst residents from joining in the year 2024 and

Resolved that this policy will be reviewed in one year to determine the permanent continuation of the policy.

370 John James Audubon Parkway~Amherst, New York~14228
Phone: 716-636-3050 Fax: 716-639-7572
AmherstCenterforSeniorServices.com

Attachment: Resolution for non resident memberships (RES-2023-1051 : Suspension of New Non-Amherst Resident Senior Center

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 28370 A **RESOLUTION 2023-1052** **ADOPTED**

TOA Bid 2023031 Sodium Hypochlorite Contract Extension JCI Jones Chemicals, Inc. CRS No. 4503

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with JCI Jones Chemicals, Inc. The terms and conditions within Town of Amherst Bid 2023031 Sodium Hypochlorite shall remain the same. This extension would run from date of Town Board Approval by the Town of Amherst through August 12, 2024.

Funds for this request are available in G9916-4820/4830

This request is pending successful completion of the contract review process.

Thank you for considering this request.

12/18/2023
Consent

FINANCIAL IMPACT:

G9916-4820/4830

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

AGREEMENT

Let this document stand as an Agreement between JCI Jones Chemicals, Inc. and the Town of Amherst permitting the Town of Amherst to extend their existing contract with JCI Jones Chemicals, Inc. JCI Jones Chemicals, Inc. Both parties agree that the terms and conditions specified in the executed contract, TOA Bid 2023031 Sodium Hypochlorite would remain the same. The term of this contract extension will be from February 13, 2024 through August 12, 2024 and effective the date of Town Board approval by the Town of Amherst.

Agreed to and Accepted by:
JCI Jones Chemicals, Inc.

By: Susan Malloy Jones
Signature

Susan Malloy Jones
Printed name

Chief Administrative Officer
Title

Date: 12.05.2023

Agreed to and Accepted by:
TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: DOC121323-12132023100610 (RES-2023-1052 : TOA Bid 2023031 Sodium Hypochlorite Contract Extension)

JCI
Jones Chemicals Inc.

BID COVER LETTER

Dear Customer,

JCI is certainly aware of the significant increases in the cost of chlorine, caustic soda, and bleach that have been levied upon customers due to the ongoing global disruption in raw material supply. Customer concerns are fully understood. It is particularly important that our customers, and those requesting product pricing, understand that these price increases are "pass-throughs" of the cost amounts the "ECU" (chlorine and caustic soda) Producers have raised JCI. Beginning in Q2 of 2021, the ECU Producers have continued to raise the cost of the above products every quarter. They are not providing firm pricing, and will not negotiate. The information JCI has been provided is these increases will continue throughout 2023 & 2024.

In addition to these increases, the Producers have also declared Force Majeure, and have placed product on allocation and order control. Regardless, JCI is confident all customers will receive the products they require, especially for Water Treatment Facilities.

JCI must emphasize that the ECU Producers have total exclusive control of the costs of raw material chlorine and caustic soda (bleach), and of the allocated amounts delivered to JCI. The other significant increases in costs of business JCI continues to incur, including packaging chlorine in containers, manufacturing bleach, transportation, wages and benefits, insurance, etc. have not been associated with the quarterly price increases.

It remains JCI's hope that as in the past 93 years of business, our customers will trust JCI to do our level best to provide products and services to all our customers.

Sincerely,

JCI Jones Chemicals, Inc.

Corporate Offices • 1765 Ringling Blvd. • Sarasota, Florida 34236 • *telephone:* 941.330.1537 • *facsimile:* 941.330.9657 • 800.477.1078
Branch Locations • Warwick, NY • Caledonia, NY • Barberton, OH • Riverview, MI • Merrimack, NH • Charlotte, NC
Jacksonville, FL • Beech Grove, IN • Milford, VA • Tacoma, WA • Torrance, CA
www.jcichemicals.com

Attachment: DOC121323-12132023100610 (RES-2023-1052 : TOA Bid 2023031 Sodium Hypochlorite Contract Extension)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

Town of Amherst

Contract Compliance & Administration Department

INVITATION TO BID # 2023031

Sodium Hypochlorite

Bid Instructions:

- **Four (4) copies of the proposal are required.**
- **All four (4) bid packets may be placed in one sealed envelope.**
- **In each of the four (4) bid packets being submitted, EACH page requiring a signature, must be an original signature, and must be signed in BLUE INK.**
- **If you are submitting bids for more than one job, please put in separate envelopes, marked with the Bid number.**

Please submit to:
Town of Amherst
Contract Compliance & Administration – 2nd Floor
5583 Main Street
Williamsville, New York 14221

NOTE: Lower left hand corner of envelope MUST indicate the following:

BID NUMBER: 2023031

OPENING DATE July 20, 2023 TIME: 12:00 PM

FOR: Sodium Hypochlorite

NAME OF BIDDER: **JCI Jones Chemicals, Inc.**

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope.
Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

X	EXHIBIT "A"	- Assignment of Public Contracts
N/A	EXHIBIT "D"	- Bid Bond (Formal Bid) **5%**
X	EXHIBIT "F"	- Agreement Addendum
X	EXHIBIT "G"	- Non-Collusive Bidding Certification
X	EXHIBIT "I"	- Certification of Compliance with the Iran Divestment Act
N/A	EXHIBIT "P"	- Prevailing Wage Schedule

Attachment: DOC121323-12132023100610 (RES-2023-1052 : TOA Bid 2023031 Sodium Hypochlorite Contract Extension)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

NOTICE TO BIDDERS

Town of Amherst
Contract Compliance & Administration Department

Bid #2023031
Sodium Hypochlorite

Sealed proposals for the above mentioned project in the Town of Amherst, NY will be received by the Contract Compliance & Administration Office in the Municipal Building, Williamsville, NY 14221 on or before 12:00 PM local time on July 20, 2023.

Specifications may be obtained via e-mail to khalton@amherst.ny.us or examined at the Contract Compliance & Administration Office of the Town of Amherst between the hours of 8:00 AM and 4:00 PM through the bid opening date, excluding Saturdays, Sundays and Holidays.

By Order of the Town Board
Town of Amherst, New York

Lynda L. Juul
Director of Finance

July 5, 2023

Attachment: DOC121323-12132023100610 (RES-2023-1052 : TOA Bid 2023031 Sodium Hypochlorite Contract Extension)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

Town of Amherst

Contract Compliance & Administration Department

BID SPECIFICATIONS

ITEM NO	QTY	U/M	CATALOG NO/DESCRIPTION	UNIT PRICE	TOTAL COST
			Price Per NYS Contract **if Applicable**		
			NYS Contract # **N/A**		
1	45,000	Gal	Sodium Hypochlorite Solution NaOCl, CAS #7681-52-9 as per bid specifications within this bid document. **Six Month Term.**	**$2.15**	**$96,750.00**
1A	90,000	Gal	Sodium Hypochlorite Solution NaOCl, CAS #7681-52-9 as per bid specifications within this bid document. **Twelve Month Term.**	**NO BID**	**NO BID**

NAME OF BIDDER: **JCI Jones Chemicals, Inc.**

Attachment: DOC121323-12132023100610 (RES-2023-1052 : TOA Bid 2023031 Sodium Hypochlorite Contract Extension)

JCI
Jones Chemicals Inc.

BID EXCEPTIONS

1. **Instructions To Bidders- #24**

"Prices charged to the Town of Amherst are to be no higher than those offered to any other governmental or commercial consumer.

Strike entirely. JCI's pricing is based on numerous factors including but not limited to annual volume, delivery requirements, distance, payment history/terms/method, etc. No two customers are exactly the same.

2. **(MISC) Payment Terms**

JCI's payment terms are Net 30 days.

3. **(MISC) Force Majeure**

The chlorine Producers have declared Force Majeure a combined eleven times since 2021. Chlorine supply remains on strict allocation. In September 2022, all chlorine shipments in the nation were halted for a week, and were behind schedule for several more, due to the threat of a rail strike.

JCI has no control over raw material supply or its transportation, and we must ensure that we are not penalized should we be rendered unable to deliver by any disrupting event beyond our control.

Therefore, JCI must respectfully insist on including the following Force Majeure clause, or one of your choosing that is approved by JCI, as a term of our bid and any related contract that may be issued.

> FORCE MAJEURE: JCI Jones Chemicals shall not be responsible for damages or delays caused by Force Majeure nor other events beyond its control and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God.

Please note that Force Majeure is of no relation to pricing- it is supply related only. JCI's pricing and price terms will always remain as-bid regardless of Force Majeure status.

Corporate Offices • 1765 Ringling Blvd. • Sarasota, Florida 34236 • *telephone*: 941.330.1537 • *facsimile*: 941.330.9657 • 800.477.1078
Branch Locations • Warwick, NY • Caledonia, NY • Barberton, OH • Riverview, MI • Merrimack, NH • Charlotte, NC
Jacksonville, FL • Beech Grove, IN • Milford, VA • Tacoma, WA • Torrance, CA
www.jcichemicals.com

Attachment: DOC121323-12132023100610 (RES-2023-1052 : TOA Bid 2023031 Sodium Hypochlorite Contract Extension)

INTENT

The intent of this bid package is to provide the Town of Amherst (TOA) and the Water Pollution Control Facility (WPCF) with proposals from qualified respondents to provide Sodium Hypochlorite solution as described within this bid document. We are requesting pricing for a six-month term and a twelve-month term. The effective date of the contract shall be date of award by the Town of Amherst. The contract may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful respondent and the Town of Amherst.

DESCRIPTION OF FACILITY OPERATION

The Town of Amherst Water Pollution Control Facility is located at 455 Tonawanda Creek Road in the Town of Amherst. The plant is owned and operated by the Town of Amherst and treats raw sewage from throughout the Town, the Village of Williamsville and from portions of the Town of Clarence. Treated effluent is discharged to Tonawanda Creek under conditions of a State Pollutant Discharge Elimination System (SPDES) permit issued by the New York State Department of Environmental Conservation (NYSDEC). As a by-product of processing, the facility generates bio solid residuals (sludge), grit and screenings that requires disposal.

BID AWARD

For purposes of this bid award, the TOA will award to the lowest responsible bidder. For this the TOA will consider the following:

- Cost per gallon and total cost for their projected usage.
- A review of the product specification and SDS sheets that must be provided with this bid submission.
- A review of the bidding companies references for similar product deliveries. For this please include (3) references at time of this bid submission.

All product usage numbers within this bid document are approximate for bidding purposes and there are *NO* guarantees that these amount will actually be ordered.

FREIGHT

All freight cost associated with deliveries to the TOA WPCF located at 455 Tonawanda Creek Road, Amherst, NY 14228 or occasionally to other departments within the Town of Amherst shall be calculated into this bid price as NO ADDITIONAL COST WILL BE CONSIDERED.

SAFETY:

The contractor shall perform all deliveries in accordance with TOA and OSHA safety regulations, all New York State and Federal Safety Regulations to ensure safe handling of product and safety to the general public and the employees involved.

DELIVERIES

Deliveries to be made at the Town of Amherst Wastewater Treatment Facility, 455 Tonawanda Creek Road, Amherst, NY 14228.

Deliveries are to be made between 7:00 a.m. and 3:00 p.m., Monday through Friday, excluding holidays unless prior approval is given by the WPCF.

Certificate of analysis must be provided before offloading of product commences.

The Supplier shall provide a scale ticket verifying the net weight of the load before unloading.

Attachment: DOC121323-12132023100610 (RES-2023-1052 : TOA Bid 2023031 Sodium Hypochlorite Contract Extension)

Total gallons for billing purposes and WPCF records will be determined by measuring storage tank volume before and after filling.

Off-loading is not to commence without permission from a representative from the Wastewater Pollution Control Facility.

The Supplier is responsible for the safe off-loading of their product into the WPCF storage tanks.

The Supplier will be held responsible for all damages and costs, which may occur as a result of a spill caused by negligence.

Typical load sizes are 4,000 to 5,000 gallons.

The two connection points are as follows:

- Connection is a 2- inch female quick-disconnect at structure No. 8.
- Connection is a 2-inch male quick-disconnect at structure No. 4.

LATE SHIPMENTS

The Amherst WPCF mainly utilizes this product for disinfection of wastewater effluent. As such, maintaining proper inventory levels are critical to the operation and missed or delayed shipments can cause a financial burden to Amherst. Therefore, the supplier may be held financially liable for any costs, fees, or penalties incurred as a direct result of missing or late shipments or the inability to provide products in a timely manner.

PRODUCT SPECIFICATIONS

NAME:	Sodium Hypochlorite Solution NaOCl
CAS Number:	7681-52-9
APPEARANCE:	Clear greenish yellow or amber color solution
% NaOCl by Volume:	150-155 GPL as available chlorine
Excess Alkalinity as NaOH:	12-15 GPL
PH:	12-13 @ 20C
Specific Gravity:	1.20-1.22 @ 15C

CERTIFICATE OF ANALYSIS

A certificate of analysis must be provided with each shipment for confirmation that the product meets specifications.

LOAD DELIVERY SIZE

Typical deliveries contain loads of 4,000 to 5,000 gallons.

ESTIMATED USAGE

Although there is no guarantee of product usage the TOA WPCF for bidding purposes can reasonably anticipate utilizing 90,000 gallons of this Sodium Hypochlorite Solution annually (45,000 gallons in a 6-month period).

Attachment: DOC121323-12132023100610 (RES-2023-1052 : TOA Bid 2023031 Sodium Hypochlorite Contract Extension)

CONTRACT TERM:

The Town of Amherst is awarding either a six-month term or a twelve-month term contract. Contract shall be dated either 8/13/2023 to 2/12/2024 for a six month term or 8/13/2023 to 8/12/2024 for a one-year term. This contract may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful respondent and the Town of Amherst.

SHORT TERM EXTENSION

In the event the replacement Contract has not been issued, this Contract may be extended unilaterally by the Town of Amherst for an additional period of up to one month upon notice to the Contractor with the same terms and conditions as the original Contract including, but not limited to, quantities (prorated for such one month extension), prices and delivery requirements. With the concurrence of the Contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement Contract be issued in the interim.

INSURANCE

Insurance is required as per the attached Addendum. Please note that if you are shipping via third party, you should advise us via e-mail and NYS Workers Compensation and Disability will not be required.

BID RESULTS

Bid results cannot be given over the phone. All requests for bid results should be submitted via e-mail to: Khalton@amherst.ny.us.

INTERPRETATION OF DOCUMENTS

All questions about the meaning or intent of the specifications must be submitted via email to khalton@amherst.ny.us. Please include Bid #2023031 Sodium Hypochlorite in the e-mail subject line. Replies will be issued by Addenda and emailed to all parties recorded as having received the proposal documents. Questions received within 5 days of the bid opening will not be responded to.

Attachment: DOC121323-12132023100610 (RES-2023-1052 : TOA Bid 2023031 Sodium Hypochlorite Contract Extension)

Town of Amherst

Contract Compliance & Administration Department

INSTRUCTIONS TO BIDDERS (FORMAL)

1. **Bid shall be submitted on these Town of Amherst bid forms** or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT
2. **Late Proposals.** Any responses received after the date and time prescribed will not be considered for contract award.
3. **Emergency Closings.** In the event the closing of certain Town facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Town's control, only bids received in the Contract Compliance & Administration Department prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
4. **Any change in wording or interlineation by a bidder of the inquiry** as published by the Town of Amherst shall be reason to reject the proposal of such bidder, or in the event that such change in the invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.
5. **The Town of Amherst reserves the right to reject any and all bids**, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The Town does not obligate itself to accept the lowest or any other proposal.
6. **Award to the lowest responsible bidder**: For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Contract Compliance & Administration Department, to present information and documentation to the Director of Contract Compliance & Administration, to satisfy the Town that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.
7. **Contract(s) or purchase order(s) will be awarded** after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
8. **This EXECUTORY CLAUSE** shall be a part of any agreement entered into pursuant to this bid:

   It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the Town of Amherst and appropriated therefore, and no liability on account thereof shall be incurred by the Town beyond the monies available and appropriated for the purpose thereof.

9. **Failure to meet delivery schedule** as per accepted bid may result in legal action by the Town of Amherst to recover damages.
10. **Prices shall be quoted F.O.B. Destination,** delivered inside (The dock or inside office). "Tailgate delivery" will not be accepted unless specified by the Town of Amherst.
11. **Collect transportation charges will not be paid by the Town of Amherst**. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included. There will be no additional charges for delivery.
12. **No taxes are to be billed to the Town of Amherst.** Proposals shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The Town of Amherst Purchase Order is an exemption certificate. Any applicable taxes from which the Town of Amherst is <u>not</u> exempt shall be listed separately as cost elements, and added into the total net price.
13. **The successful respondent shall comply with all laws, rules, regulations and ordinances** of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to its performance under this contract.
14. **Gratuities, Illegal or Improper Schemes.** The Town may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any Town official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. The Town may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, the Town shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.
15. **Insurance shall be procured by the Successful Bidder before commencing work**, no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in the Agreement Addendum, unless otherwise stipulated in these Bid Specifications. If the insurance is

Attachment: DOC121323-12132023100610 (RES-2023-1052 : TOA Bid 2023031 Sodium Hypochlorite Contract Extension)

not provided in acceptable form within this period of time, then the Director of Contract Compliance & Administration may declare the vendor non-responsive and award the contract to the next responsible vendor.

16. **Any cash discount** which is part of bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The Town of Amherst policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the Town will take the discount when payment is made. The Town will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.

17. **Changes in work.** The Town may, as the need arises, through the Director of Contract Compliance & Administration, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and the Town through the Director of Contract Compliance & Administration.

18. **Bid offering material other than that of specified manufacturer or trade name** will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.

19. **If material or services other than those specified in this bid document are offered,** the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:

    (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Director of Contract Compliance & Administration Department, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.

    (b) Descriptive literature of item offered, for evaluation.

    (c) List of installations in the Town of Amherst of the item offered.

    (d) List of other installations.

20. **Any additional information** for which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

21. **Workmanship must meet with the approval of the department head(s) involved, and shall be first class** in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion, may be rejected and shall be made good by the contractor at his own expense.

22. **Contractor shall Clean up and remove** all debris and rubbish resulting from the work and leave the premises broom clean to the approval of the department head.

23. **THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days** from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Contract Compliance & Administration Department. Upon withdrawal of the bid pursuant to this paragraph, the Contract Compliance & Administration Department will forthwith return the bidder's security deposit.

24. **Prices charged to the Town of Amherst** are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.

25. **Price is Firm.** The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.

26. **Extension of price protection.** Any contract entered into pursuant to this bid to supply the Town of Amherst requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful respondent and the Town of Amherst. All extensions shall be submitted in writing and shall have prior approval by the Town of Amherst, Director of Contract Compliance & Administration.

Attachment: DOC121323-12132023100610 (RES-2023-1052 : TOA Bid 2023031 Sodium Hypochlorite Contract Extension)

27. **In executing this bid, the bidder affirms** that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the Town will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

28. **The undersigned shall be fully accountable** for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, Town, County or State officer or agency empowered to investigate the contract or his performance.

29. **Termination of contract:**

a. This agreement may be terminated by either party upon seven (7) days written notice, should the party fail substantially to perform in accordance with its terms, through no fault of the party initiating the termination.

b. At its option, the Town may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the Town.

c. In the event of termination for any reason other than the fault of the Contractor, or the nonavailability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.

30. **The successful bidder to whom the bid is awarded shall indemnify and hold harmless** the Town of Amherst and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

31. **Status as an Independent contractor:** The successful Bidder to whom the bid is awarded and the Town agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the Town or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the Town or any department, agency or unit thereof.

32. **Governed by New York law:** This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

33. **A contract formed by the acceptance of this bid** shall be deemed to have been let in a manner that constitutes competitive bidding consistent with state law and made available for use by other governmental entities pursuant to General Municipal Law 103 (16).

Attachment: DOC121323-12132023100610 (RES-2023-1052 : TOA Bid 2023031 Sodium Hypochlorite Contract Extension)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

Town of Amherst

Contract Compliance & Administration Department

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME **JCI Jones Chemicals, Inc.**

ADDRESS OF PRINCIPAL OFFICE:

STREET **1765 Ringling Blvd**

CITY **Sarasota** STATE **FL**

ZIP **34236** AREA CODE **941** PHONE **330-1537**

Check one: CORPORATION **X** PARTNERSHIP ____ INDIVIDUAL ____

FEDERAL ID NUMBER: **16-0809645**

E-MAIL ADDRESS: **caledonia@jcichem.com**

INCORPORATED UNDER THE LAWS OF THE STATE OF **New York**

If foreign corporation, state if authorized to do business in the State of New York:

YES ____ NO ____

TRADE NAMES: **N/A**

ADDRESS OF LOCAL OFFICE:

STREET **100 Sunny Sol Blvd**

CITY **Caledonia** STATE **NY**

ZIP **14423** AREA CODE **585** PHONE **538-2314**

NAMES AND ADDRESSES OF PARTNERS:

Jeffrey W. Jones- 100% Owner **1765 Ringling Blvd**
Sarasota, FL 34236

(Rev. 7/2017)

Attachment: DOC121323-12132023100610 (RES-2023-1052 : TOA Bid 2023031 Sodium Hypochlorite Contract Extension)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

EXHIBIT "A"

Town of Amherst

Contract Compliance & Administration Department

ASSIGNMENT OF PUBLIC CONTRACTS

GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an officer, board or agency of a political subdivision, or any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

2. If any contractor, to whom any contract is let, granted, or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, without the previous written consent specified in subdivision one (1) of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignee, transferee or sublessee shall forfeit and lose all monies, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of the State.

NO ASSIGNMENT OF ANY AGREEMENT pursuant to this bid shall be made without specific prior approval, in writing, by the Town of Amherst Director of Contract Compliance & Administration.

(Rev. 7/2017)

Attachment: DOC121323-12132023100610 (RES-2023-1052 : TOA Bid 2023031 Sodium Hypochlorite Contract Extension)

EXHIBIT "F"

Addendum to Contract Minor Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate

(c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: DOC121323-12132023100610 (RES-2023-1052 : TOA Bid 2023031 Sodium Hypochlorite Contract Extension)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

Attachment: DOC121323-12132023100610 (RES-2023-1052 : TOA Bid 2023031 Sodium Hypochlorite Contract Extension)

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on August 7, 2023. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

JCI Jones Chemicals, Inc.
Print Name of Company

By: Summer Mello
Signature

Summer Mello
Printed name

Date: 7/28/23

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: 8/14/23

Attachment: DOC121323-12132023100610 (RES-2023-1052 : TOA Bid 2023031 Sodium Hypochlorite Contract Extension)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

EXHIBIT "G"

Town of Amherst

Contract Compliance & Administration Department

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;

(2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this 14 day of July, 20 23

TERMS Net 30 DELIVERY DATE AT DESTINATION 3-5 Business Days ARO

FIRM NAME JCI Jones Chemicals, Inc.

ADDRESS 1765 Ringling Blvd

Sarasota, FL ZIP 34236

AUTHORIZED SIGNATURE

TYPED NAME OF AUTHORIZED SIGNATURE Summer Mello

TITLE Vice President TELEPHONE NO. 941-330-1537

(Rev.7/2017)

Attachment: DOC121323-12132023100610 (RES-2023-1052 : TOA Bid 2023031 Sodium Hypochlorite Contract Extension)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

EXHIBIT "I"

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: **JCI Jones Chemicals, Inc.**

Signature:

Print Name: **Summer Mello**

Title: **Vice President**

Date: **7/13/23**

Sworn To Before Me This

13 Day of **July**, 20**23**

ANGELA L. MARVIN
MY COMMISSION # HH330464
EXPIRES: November 08, 2026

Notary Public

Attachment: DOC121323-12132023100610 (RES-2023-1052 : TOA Bid 2023031 Sodium Hypochlorite Contract Extension)

TOWN OF AMHERST
AMHERST, NEW YORK

ADDENDUM TO

INVITATION TO BID

Bid Addendum #2023031A

Sodium Hypochlorite

Bids, as stated below, will be received and publicly opened by the Purchasing Department in accordance with the attached specification. FAX bids are unacceptable. Bids must be submitted in a sealed envelope to:

Town of Amherst
Contract Compliance & Administration – 2nd Floor
5583 Main Street
Williamsville, New York 14221

NOTE: Lower left hand corner of envelope MUST indicate the following:

BID NUMBER: 2023031

OPENING DATE: July 20, 2023 at 12:00 PM

FOR: Sodium Hypochlorite

NAME OF BIDDER: **JCI Jones Chemicals, Inc.**

The following pages, exhibits and/or attachments are attached to and made a part of the original Bid specifications, and part of any agreement entered into pursuant to this Bid.

Addendum Date: July 11, 2023

Attachment: DOC121323-12132023100610 (RES-2023-1052 : TOA Bid 2023031 Sodium Hypochlorite Contract Extension)

TOWN OF AMHERST
AMHERST, NEW YORK

This Addendum is being generated to answer a question from a potential bidder.

Question:
Do you have the results of the last bid, #2023002?

Answer:
Attached please find the bid analysis form from the most recent Bid #2023002 Sodium Hypochlorite.

All other terms, conditions and specifications remain unchanged.

Attachment: DOC121323-12132023100610 (RES-2023-1052 : TOA Bid 2023031 Sodium Hypochlorite Contract Extension)

Bid #2023002 Sodium Hypochlorite

	Low Bidder		Bidder Name:	Kuehne Chemical		Slack Chemical		PVS-CDI		Bison Laboratories		JCI Jones	
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	45,000.00	GAL	Sodium Hypochlorite Solution NaOCl, CAS #7681-52-9 as per bid specifications within this bid document. Six MonthTerm	$4.95	$222,750.00	$2.799	$125,955.00	$2.81	$126,450.00	$2.631	$118,395.00	$2.2319	$100,435.50
1A	90,000.00	GAL	Sodium Hypochlorite Solution NaOCl, CAS #7681-52-9 as per bid specifications within this bid document. Twelve Month Term	$5.95	$535,500.00	$2.998	$269,820.00	$2.81	$252,900.00	$3.791	$341,190.00	NO BID	NO BID
			No Additional Charges Will Be Allowed										

Packet Pg. 1014

13.S.1.a

Attachment: DOC121323-12132023100610 (RES-2023-1052 : TOA Bid 2023031 Sodium Hypochlorite Contract Extension)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 28372 **RESOLUTION 2023-1053** **ADOPTED**

TOA Bid 2022037 Ferric Chloride Contract Extension PVS Technologies, Inc. CRS No. 4492

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with PVS Technologies, Inc. The terms and conditions within Town of Amherst Bid 2022037 Ferric Chloride shall remain the same. This extension would run from date of Town Board Approval by the Town of Amherst through January 02, 2025.

Funds for this request are available in G9916-4800

This request is pending successful completion of the contract review process.

Thank you for considering this request.

12/18/2023
Consent

FINANCIAL IMPACT:

G9916-4800

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

AGREEMENT

Let this document stand as an Agreement between PVS Technologies Inc. and the Town of Amherst permitting the Town of Amherst to extend their existing contract with PVS Technologies Inc. Both parties agree that the terms and conditions specified in the executed contract, TOA Bid 2022037 Ferric Chloride would remain the same. The term of this contract extension will be from January 03, 2024 through January 02, 2025 and effective the date of Town Board approval by the Town of Amherst.

Agreed to and Accepted by:
PVS TECHNOLOGIES, INC.

Tatyana Lipanovich

By: _____
Tanya Lipanovich
Director of Sales

Date: 12/6/23

Agreed to and Accepted by:
TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: Ferric contract extension (RES-2023-1053 : TOA Bid 2022037 Ferric Chloride Contract Extension)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

Town of Amherst

Contract Compliance & Administration Department

INVITATION TO BID # 2022037

Ferric Chloride

Bid Instructions:

- **Four (4) copies of the proposal are required.**
- **All four (4) bid packets may be placed in one sealed envelope.**
- **In each of the four (4) bid packets being submitted, EACH page requiring a signature, must be an original signature, and must be signed in BLUE INK.**
- **If you are submitting bids for more than one job, please put in separate envelopes, marked with the Bid number.**

Please submit to:
Town of Amherst
Contract Compliance & Administration – 2nd Floor
5583 Main Street
Williamsville, New York 14221

NOTE: Lower left hand corner of envelope MUST indicate the following:

BID NUMBER: 2022037

OPENING DATE December 22, 2022 TIME: 12:00 PM

FOR: Ferric Chloride

NAME OF BIDDER: PVS Technologies Inc.

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope. Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

X	EXHIBIT "A"	- Assignment of Public Contracts
N/A	EXHIBIT "D"	- Bid Bond (Formal Bid) **5%**
X	EXHIBIT "F"	- Agreement Addendum
X	EXHIBIT "G"	- Non-Collusive Bidding Certification
X	EXHIBIT "I"	- Certification of Compliance with the Iran Divestment Act
N/A	EXHIBIT "P"	- Prevailing Wage Schedule

Attachment: Ferric contract extension (RES-2023-1053 : TOA Bid 2022037 Ferric Chloride Contract Extension)

NOTICE TO BIDDERS

Town of Amherst
Contract Compliance & Administration Department

Bid #2022037
Ferric Chloride

Sealed proposals for the above mentioned project in the Town of Amherst, NY will be received by the Contract Compliance & Administration Office in the Municipal Building, Williamsville, NY 14221 on or before 12:00 PM local time on December 22, 2022.

Specifications may be obtained via e-mail to khalton@amherst.ny.us or examined at the Contract Compliance & Administration Office of the Town of Amherst between the hours of 8:00 AM and 4:00 PM through the bid opening date, excluding Saturdays, Sundays and Holidays.

By Order of the Town Board
Town of Amherst, New York

Lynda L. Juul
Director of Finance

December 7, 2022

Attachment: Ferric contract extension (RES-2023-1053 : TOA Bid 2022037 Ferric Chloride Contract Extension)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

Town of Amherst

Contract Compliance & Administration Department

BID SPECIFICATIONS

ITEM NO	QTY	U/M	CATALOG NO/DESCRIPTION	UNIT PRICE	TOTAL COST
			Price Per NYS Contract **if Applicable**		
			NYS Contract # N/A		
1	256,197*	Dry Lb.	Ferric Chloride Solution (per specifications) Cost per pound as Iron (Fe) (dry weight). Specify name of product being offered below:	$1.73/ Lb Fe Per dry lb. of Iron	$443,220.81 Total Price
			*The estimated quantity listed above are for bidding purposes only. Actual amounts will vary.		
			No Additional Charges Will Be Allowed		

NAME OF BIDDER: PVS Technologies Inc.

Attachment: Ferric contract extension (RES-2023-1053 : TOA Bid 2022037 Ferric Chloride Contract Extension)

INTRODUCTION

The Town of Amherst (TOA) Water Pollution Control Facility (WPCF) is seeking qualified bidders that can provide Ferric Chloride Solution as identified within this bid document. This Ferric Chloride Solution will be entered into the sewage collection and treatment process for phosphorous removal and the control of odorous compounds. It is the responsibility of the bidder to verify suitability of the product to meet the intent of the specifications. The solution purchased under these specifications is the quantity of soluble ferrous iron as described within this bid document

DESCRIPTION OF FACILITY OPERATION

The Town of Amherst Water Pollution Control Facility is located at 455 Tonawanda Creek Road in the Town of Amherst. The TOA WPCF is owned and operated by the Town of Amherst and treats raw sewage from throughout the Town, the Village of Williamsville and from portions of the Town of Clarence. Treated effluent is discharged to Tonawanda Creek under conditions of a State Pollutant Discharge Elimination System (SPDES) permit issued by the New York State Department of Environmental Conservation (NYSDEC). As a by-product of processing, the facility generates bio solid residuals (sludge), grit and screenings that require disposal.

DELIVERY

- Delivery Location: Town of Amherst WPCF, 455 Tonawanda Creek Road, Amherst NY 14228
- Delivery Hours: M-F, 7:00am - 2:30pm, excluding holidays
- Typical load size: 45,000 pounds
- A certificate of analysis shall be provided for each shipment
- A sample of material shall be taken from the top of the delivery tank upon arrival and submitted to a TOA representative for each shipment, before the start of unloading
- Additional samples of material being supplied shall be furnished upon request
- The supplier shall *NOT* off load until permission is given by a representative of the TOA WPCF and shall not leave the unloading site during the unloading process
- Delivery shall be off loaded by the supplier into the TOA's storage tank, including the connection/disconnection of unloading hoses to a 2" female quick disconnect
- The supplier shall be responsible for safe transport and unloading of material and shall comply with all local, state and federal laws, rules and regulations regarding said transport
- All persons unloading Ferric Chloride shall be familiar with the Town of Amherst's Spill Prevention Plan

Attachment: Ferric contract extension (RES-2023-1053 : TOA Bid 2022037 Ferric Chloride Contract Extension)

PRODUCT SPECIFICATIONS

Ferric Chloride Solution (FeC13)

	UOM	Min Value	Max Value
Specific Gravity	NA	1.380	1.490
Ferric Chloride [FeC13]	PC	37.000	42.000
Ferrous Chloride [FeC12]	PC	0.000	0.750
Iron [Fe]	PC	12.728	14.778
Insoluble	PC	0.000	0.008
Baume	DB	39.900	47.700
Free Acid as HCL	PC	0.000	1.000

Color	A dark red/brown liquid
Crystallization	No crystallization to -30 degrees Celsius
Filtration	Filtration through 300-micron mesh is required

*Heavy Metals

The concentration of heavy metals shall not interfere with the biological process and/or sludge quality for landfill or alternative in any way.

The awarded supplier, at their expense, must supply quarterly laboratory analysis showing heavy metal concentrations for the Ferric Chloride.

Typical Analysis	Practical Quantitation Limit	Maximum Allowable Limit
Arsenic	Less than 0.5 ppm	1 ppm
Cadmium	Less than 1 ppm	5 ppm
Chromium	Less than 50 ppm	150 ppm
Copper	Less than 20 ppm	50 ppm
Lead	Less than 40 ppm	100 ppm
Mercury	Less than 0.5 ppm	1 ppm
Molybdenum	Less than 15 ppm	30 ppm
Nickel	Less than 15 ppm	50 ppm
Selenium	Less than 1 ppm	5 ppm
Zinc	Less than 100 ppm	250 ppm

The material shall contain no hazardous substances as defined by both the Federal EPA's and State CERCLA Lists.
No organic sulfides or odor causing materials will be allowed.
No additives or detergents will be allowed.
No halogenated organic will be allowed.

In the event the TOA rejects a shipment of Ferric Chloride, it shall notify the awarded supplier of the reason within (10) days after receipt of delivery. If the supplier is unable to prove that said delivery meets the specifications within this bid document then it is the supplier's responsibility to remove the material from the TOA premises and thoroughly clean all material from the lines and storage tanks upon request. All material lost as a result of contamination from material not meeting technical specifications shall be replaced at suppliers cost.

*Please see attached typical Heavy Metals analysis of Ferric Chloride PVS Technologies will supply to the city of Amherst.

Attachment: Ferric contract extension (RES-2023-1053 : TOA Bid 2022037 Ferric Chloride Contract Extension)

INSURANCE

Insurance is required as per the attached Addendum. Please note that if you are shipping via third party, you should advise us via e-mail and NYS Workers Compensation and Disability will not be required.

CONTRACT TERM:

The Town of Amherst is awarding a one-year term contract. This contract may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful respondent and the Town of Amherst.

SHORT TERM EXTENSION

In the event the replacement Contract has not been issued, this Contract may be extended unilaterally by the Town of Amherst for an additional period of up to one month upon notice to the Contractor with the same terms and conditions as the original Contract including, but not limited to, quantities (prorated for such one month extension), prices and delivery requirements. With the concurrence of the Contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement Contract be issued in the interim.

INSURANCE

Insurance is required as per the attached Addendum. Please note that if you are shipping via third party, you should advise us via e-mail and NYS Workers Compensation and Disability will not be required.

BID RESULTS

Bid results cannot be given over the phone. All requests for bid results should be submitted via e-mail to: Khalton@amherst.ny.us.

INTERPRETATION OF DOCUMENTS

All questions about the meaning or intent of the specifications must be submitted via email to khalton@amherst.ny.us. Please include Bid #2022037 Ferric Chloride in the e-mail subject line. Replies will be issued by Addenda and emailed to all parties recorded as having received the proposal documents. Questions received within 5 days of the bid opening will not be responded to.

Attachment: Ferric contract extension (RES-2023-1053 : TOA Bid 2022037 Ferric Chloride Contract Extension)

Town of Amherst
Contract Compliance & Administration Department
INSTRUCTIONS TO BIDDERS (FORMAL)

1. **Bid shall be submitted on these Town of Amherst bid forms** or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT
2. **Late Proposals.** Any responses received after the date and time prescribed will not be considered for contract award.
3. **Emergency Closings.** In the event the closing of certain Town facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Town's control, only bids received in the Contract Compliance & Administration Department prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
4. **Any change in wording or interlineation by a bidder of the inquiry** as published by the Town of Amherst shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.
5. **The Town of Amherst reserves the right to reject any and all bids**, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The Town does not obligate itself to accept the lowest or any other proposal.
6. **Award to the lowest responsible bidder**. For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Contract Compliance & Administration Department, to present information and documentation to the Director of Contract Compliance & Administration, to satisfy the Town that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.
7. **Contract(s) or purchase order(s) will be awarded** after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
8. **This EXECUTORY CLAUSE** shall be a part of any agreement entered into pursuant to this bid:

   It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the Town of Amherst and appropriated therefore, and no liability on account thereof shall be incurred by the Town beyond the monies available and appropriated for the purpose thereof.

9. **Failure to meet delivery schedule** as per accepted bid may result in legal action by the Town of Amherst to recover damages.
10. **Prices shall be quoted F.O.B. Destination**, delivered inside (The dock or inside office). "Tailgate delivery" will not be accepted unless specified by the Town of Amherst.
11. **Collect transportation charges will not be paid by the Town of Amherst**. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included. There will be no additional charges for delivery.
12. **No taxes are to be billed to the Town of Amherst**. Proposals shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The Town of Amherst Purchase Order is an exemption certificate. Any applicable taxes from which the Town of Amherst is not exempt shall be listed separately as cost elements, and added into the total net price.
13. **The successful respondent shall comply with all laws, rules, regulations and ordinances** of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to its performance under this contract.
14. **Gratuities, Illegal or Improper Schemes.** The Town may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any Town official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. The Town may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement.

Attachment: Ferric contract extension (RES-2023-1053 : TOA Bid 2022037 Ferric Chloride Contract Extension)

In the event that it is determined that said improper or illegal acts occurred, the Town shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

15. **Insurance shall be procured by the Successful Bidder before commencing work**, no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in the Agreement Addendum, unless otherwise stipulated in these Bid Specifications. If the insurance is not provided in acceptable form within this period of time, then the Director of Contract Compliance & Administration may declare the vendor non-responsive and award the contract to the next responsible vendor.

16. **Any cash discount** which is part of bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The Town of Amherst policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the Town will take the discount when payment is made. The Town will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.

17. **Changes in work.** The Town may, as the need arises, through the Director of Contract Compliance & Administration, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and the Town through the Director of Contract Compliance & Administration.

18. **Bid offering material other than that of specified manufacturer or trade name** will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.

19. **If material or services other than those specified in this bid document are offered,** the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:

    (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Director of Contract Compliance & Administration Department, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.

    (b) Descriptive literature of item offered, for evaluation.

    (c) List of installations in the Town of Amherst of the item offered.

    (d) List of other installations.

20. **Any additional information** for which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

21. **Workmanship must meet with the approval of the department head(s) involved, and shall be first class** in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion, may be rejected and shall be made good by the contractor at his own expense.

22. **Contractor shall Clean up and remove** all debris and rubbish resulting from the work and leave the premises broom clean to the approval of the department head.

23. **THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days** from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Contract Compliance & Administration Department. Upon withdrawal of the bid pursuant to this paragraph, the Contract Compliance & Administration Department will forthwith return the bidder's security deposit.

24. **Prices charged to the Town of Amherst** are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on

Attachment: Ferric contract extension (RES-2023-1053 : TOA Bid 2022037 Ferric Chloride Contract Extension)

these bid papers and automatically supply a copy of this contract within five days after notification of award.

25. **Price is Firm.** The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.

26. **Extension of price protection**. Any contract entered into pursuant to this bid to supply the Town of Amherst requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful respondent and the Town of Amherst. All extensions shall be submitted in writing and shall have prior approval by the Town of Amherst, Director of Contract Compliance & Administration.

27. **In executing this bid, the bidder affirms** that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the Town will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

28. **The undersigned shall be fully accountable** for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, Town, County or State officer or agency empowered to investigate the contract or his performance.

29. **Termination of contract:**

a. This agreement may be terminated by either party upon seven (7) days written notice, should the party fail substantially to perform in accordance with its terms, through no fault of the party initiating the termination.

b. At its option, the Town may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the Town.

c. In the event of termination for any reason other than the fault of the Contractor, or the nonavailability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.

30. **The successful bidder to whom the bid is awarded shall indemnify and hold harmless** the Town of Amherst and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

31. **Status as an independent contractor:** The successful Bidder to whom the bid is awarded and the Town agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the Town or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the Town or any department, agency or unit thereof.

32. **Governed by New York law:** This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

33. **A contract formed by the acceptance of this bid** shall be deemed to have been let in a manner that constitutes competitive bidding consistent with state law and made available for use by other governmental entities pursuant to General Municipal Law 103 (16).

Attachment: Ferric contract extension (RES-2023-1053 : TOA Bid 2022037 Ferric Chloride Contract Extension)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

Town of Amherst

Contract Compliance & Administration Department

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME PVS Technologies Inc.

ADDRESS OF PRINCIPAL OFFICE:

STREET 10900 Harper Avenue

CITY Detroit, STATE Michigan

ZIP 48213 AREA CODE 313 PHONE 921-1200

Check one: CORPORATION ✓ PARTNERSHIP ____ INDIVIDUAL ____

FEDERAL ID NUMBER: 38-1949201

E-MAIL ADDRESS: bids@pvschemicals.com

INCORPORATED UNDER THE LAWS OF THE STATE OF Michigan

If foreign corporation, state if authorized to do business in the State of New York:

YES ✓ NO ____

TRADE NAMES: PVS Technologies Inc.

ADDRESS OF LOCAL OFFICE:

STREET 10900 Harper Avenue

CITY Detroit STATE Michigan

ZIP 48213 AREA CODE 313 PHONE 921-1200

NAMES AND ADDRESSES OF PARTNERS:

James M Nicholson 25%	10900 Harper Avenue Detroit, MI 48213
David A. Nicholson 25%	10900 Harper Avenue Detroit, MI 48213
Timothy F. Nichlolson 25%	10900 Harper Avenue Detroit, MI 48213
John S. Nicholson 25%	10900 Harper Avenue Detroit, MI 48213

(Rev. 7/2017)

Attachment: Ferric contract extension (RES-2023-1053 : TOA Bid 2022037 Ferric Chloride Contract Extension)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

EXHIBIT "A"

Town of Amherst

Contract Compliance & Administration Department

ASSIGNMENT OF PUBLIC CONTRACTS

GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an officer, board or agency of a political subdivision, or any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

2. If any contractor, to whom any contract is let, granted, or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, without the previous written consent specified in subdivision one (1) of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignee, transferee or sublessee shall forfeit and lose all monies, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of the State.

NO ASSIGNMENT OF ANY AGREEMENT pursuant to this bid shall be made without specific prior approval, in writing, by the Town of Amherst Director of Contract Compliance & Administration.

(Rev. 7/2017)

Attachment: Ferric contract extension (RES-2023-1053 : TOA Bid 2022037 Ferric Chloride Contract Extension)

EXHIBIT "F"

Addendum to Contract Award Major Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: Ferric contract extension (RES-2023-1053 : TOA Bid 2022037 Ferric Chloride Contract Extension)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

Attachment: Ferric contract extension (RES-2023-1053 : TOA Bid 2022037 Ferric Chloride Contract Extension)

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on January 3, 2023. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

PVS Technologies, Inc
Print Name of Company

By: _____
Signature

Tatyana Lipanovich
Printed name

Date: December 13, 2022

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: 1/6/23

Attachment: Ferric contract extension (RES-2023-1053 : TOA Bid 2022037 Ferric Chloride Contract Extension)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

EXHIBIT "G"

Town of Amherst

Contract Compliance & Administration Department

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;

(2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this 13th day of December, 20 22

TERMS 0% Net 30 Days DELIVERY DATE AT DESTINATION 3-7 Days from receipt of order

FIRM NAME PVS Technologies Inc.

ADDRESS 10900 Harper Avenue

Detroit, Michigan ZIP 48213

AUTHORIZED SIGNATURE

TYPED NAME OF AUTHORIZED SIGNATURE Tatyana Lipanovich

TITLE Director of Sales TELEPHONE NO. 313-921-1200

(Rev.7/2017)

Attachment: Ferric contract extension (RES-2023-1053 : TOA Bid 2022037 Ferric Chloride Contract Extension)

EXHIBIT "I"

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: PVS Technologies Inc.

Signature: V. Lipanovich

Print Name: Tatyana Lipanovich

Title: Director of Sales

Date: December 13, 2022

Sworn To Before Me This

13th Day of December, 2022

Shauna Barthel

Shauna Barthel Notary Public

Shauna Barthel
Notary Public, State of Michigan
Macomb County, Michigan
My Commission Expires Jan 15, 2027
Acting Wayne County

Attachment: Ferric contract extension (RES-2023-1053 : TOA Bid 2022037 Ferric Chloride Contract Extension)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 28382 **RESOLUTION 2023-1054** **ADOPTED**

Purchase of Three (3) 1" High Pressure Orange Sewer Hose CRS No. 3072

We are requesting Town Board approval to purchase three (3) 1" High Pressure Orange Sewer Hose (2500 PSI) per Town Bid #2021037 Sewer Hose. The purchase is from Joe Johnson Equipment for a total cost of $ 6,345.21 per the awarded contract.

Funding for this purchase is available from budget code G9000 2550 which requires Town Board approval.

Thank you for considering this request.

12/18/2023
Consent

FINANCIAL IMPACT:

G9000 2550; $ 6,345.21

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 28360 **RESOLUTION 2023-1055** **ADOPTED**

Travel Authorization

Authorize Eric Guzdek and Linda Groff to attend the USA Hockey Annual Winter Meeting in Orlando, FL from 1/24-1/28/24. Costs will be paid by the NYS Amateur Hockey Association.

12/18/2023
Consent

FINANCIAL IMPACT:

None

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

TRAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM

☐ $250 or LESS and under 75 miles — Department Head Approval ONLY Required — *REVISED 1/9/2023*

☒ $250 + or greater than 75 miles — Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
Linda Groff	**9420**	**Youth & Rec**	**(716) 631-7132**

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
1/24/2024	**1/28/2024**	**Orlando, FL**	**Attend the USA Hockey Annual Winter Meeting at no cost to the Town of Amhest as a the Recording Secretary of the New York State Amateur Hockey Association (USA Hockey District)**

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.655			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights @			
Meals:			
IRS Per Diem Per Day			
1st & Last Day of Travel @75%			
# Breakfasts @			
# Breakfasts @			
# Lunches @			
# Lunches @			
# Dinners @			
# Dinners @			
# Incidentals @			
Registration/Conference Fee			
Other			
Subtotal	**$0.00**		N/A
Contingency - 10% of subtotal or $200	**$0.00**		N/A
TOTAL	**$0.00**		

Request Approved By:

Mary Diana Bell

Department Head Signature

December 12, 2023

Date

Town Board :

Date of Town Board Approval

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature — Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature — Date

Complete Shaded Area For Expense Reimbursement

Attachment: Groff - USA Hockey Winter Meeting 2024 (RES-2023-1055 : Travel Authorization)

TRAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM

☐ $250 or LESS and under 75 miles — Department Head Approval ONLY Required — *REVISED 1/9/2023*

☒ $250 + or greater than 75 miles — Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
Eric W. Guzdek	4327	Youth & Rec	(716) 631-7132

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
1/24/2024	1/28/2024	Orlando, FL	Attend the USA Hockey Annual Winter Meeting at no cost to the Town of Amhest as a the President of the New York State Amateur Hockey Association (USA Hockey District)

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.655			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights @			
Meals:			
IRS Per Diem Per Day			
1st & Last Day of Travel @75%			
# Breakfasts @			
# Breakfasts @			
# Lunches @			
# Lunches @			
# Dinners @			
# Dinners @			
# Incidentals @			
Registration/Conference Fee			
Other			
Subtotal	$0.00		N/A
Contingency - 10% of subtotal or $200	$0.00		N/A
TOTAL	$0.00		

Request Approved By:

Mary Diana Polli

Department Head Signature

December 12, 2023

Date

Town Board :

Date of Town Board Approval

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature — Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature — Date

Complete Shaded Area
For Expense Reimbursement

Attachment: Guzdek - USA Hockey Winter Meeting 2024 (RES-2023-1055 : Travel Authorization)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 28359 **RESOLUTION 2023-1056** **ADOPTED**

Extension Agreement (Gopher Sport) - CRS #4467

Authorize the Supervisor to sign an agreement (CRS #4467) with Prophet Corporation d/b/a Gopher Sport extending CRS #2689 through October 3, 2024.

12/18/2023
Consent

FINANCIAL IMPACT:

TBD

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

EXTENSION AGREEMENT

Let this document stand as an agreement between Prophet Corp. d/b/a Gopher Sport and the Town of Amherst permitting the Town of Amherst to continue participating in the purchase of athletic and physical education equipment and supplies with related accessories under Sourcewell Contract #071819-PRO. This extends the original agreement through October 3, 2024.

During the term of this agreement, Prophet Corp. d/b/a Gopher Sport agrees to invoice the Town of Amherst for all equipment, supplies and related accessories at the rates specified in the Sourcewell contract or at further discounted rates when such rates are part of a special being offered on certain parts or a special service package offered to Prophet Corp. d/b/a Gopher Sport customers. It further being agreed that the prices set forth on Prophet Corp. d/b/a Gopher Sport invoices shall be the price charged and that no further attempts will be made to change or seek payment at a different price.

Agreed to and Accepted by:

PROPHET CORP. d/b/a GOPHER SPORT

By: _____
Signature

JORDAN STOLP
Printed Name

SENIOR TSM
Title

Date: 12/6/23

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Extension Agreement Prophet Corporation dba Gopher Sport (RES-2023-1056 : Extension Agreement (Gopher Sport) - CRS #4467)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 28364 **RESOLUTION 2023-1057** **ADOPTED**

Software Subscription & Web Hosting Services - CRS #4504

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and RC Systems, Inc. for RecPro software, SSL certificate, and web hosting services for 2023-2024, pending successful completion of the contract routing process.

12/18/2023
Consent

FINANCIAL IMPACT:

A 7145.4110: $4,503.42

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

35807 Moravian Drive
Clinton Twp., MI 48035
Ph: (586) 469-4200
Fx: (586) 469-4867
www.recprosoftware.com

Providing Business Solutions Since 1985!



ReCPro™ Parks & Recreation Management Software and Services

Support Contract

Attachment: Rec Pro Contract (RES-2023-1057 : Software Subscription & Web Hosting Services - CRS #4504)

35807 Moravian Drive
Clinton Twp., MI 48035
Ph: (586) 469-4200
Fx: (586) 469-4867
www.recprosoftware.com

Providing Business Solutions Since 1985!

Support Contract June 1, 2023 – May 31, 2024

*The Support Contract **will** cover:*

- Phone, email and remote support to answer any questions in regards to ReCPro™. RCS will not provide support for any other software or hardware that you are using. Phone support is NOT to be used for training. If it becomes evident that your staff needs more training, we will recommend a training session with our training staff.
- Downloadable patches that will correct "bugs" that are identified by your staff or by our other customers.
- Data Maintenance to fix any corrupted data files because of power outages, system defects or user error.
- Travel expenses if on-site support is required because of an issue that can't be resolved remotely (based on mutual agreement between R.C. Systems, Inc. and your IT Department).
- ReCPro™ software upgrades throughout the year as new updates are released.

*The Support Contract **will not** cover:*

- Costs related to Training.
- Costs related to Custom Changes or the Consulting Time to discuss possible custom changes.
- Costs related to Travel if you refuse RCS remote support and on-site support is demanded by you even if the support issue could be resolved remotely.
- Support for any other software or for any hardware. We only support the "ReCPro™" software product. If you need assistance with other types of software, you will need to contact their support departments. If you need assistance with hardware, we have a separate hardware support system we could recommend.

Support will be provided during normal business hours (8:00am – 7:00pm EST) Monday through Friday. Support will not be provided on Saturday or Sunday unless arranged prior to a particular weekend at an additional charge.

ReCPro™ Support Contract requires you to provide RCS access to your system via an internet connection. This will enable us to connect directly into your computer, to aid in answering any specific questions and other related services. Without this, we may have to bill you more for your annual support contract.

RCS shall provide ongoing support and maintenance service for the ***ReCPro***™ system so long as you are current with your Annual Support Contract premiums. Within forty-five (45) to sixty (60) days of the current contract expiring, RCS will submit an invoice to your department that will include the Annual Support amount for the next 12 month coverage period. Annual Support amounts are subject to a ten percent (10%) increase every three (3) years with the first increase coming in year four (4). Payments for the Annual Support Contract are expected to be made prior to the existing coverage period expiring. In the event the City does not want to renew Annual Support, the City MUST notify RCS in writing at least thirty (30) calendar days in advance of the City's intent not to renew the Annual Support.

Attachment: Rec Pro Contract (RES-2023-1057 : Software Subscription & Web Hosting Services - CRS #4504)

35807 Moravian Drive
Clinton Twp., MI 48035
Ph: (586) 469-4200
Fx: (586) 469-4867
www.recprosoftware.com

Providing Business Solutions Since 1985!

Support Contract June 1, 2023 – May 31, 2024

I have read and agree to the terms stated above.

Company Name _____

Address _____

City, State, Zip _____

Phone Number _____

Signature _____ Date _____

Printed Name _____ Title _____

R.C. Systems, Inc.
Signature Dale R Geiger Date 06-13-2023

R.C. Systems, Inc.
Printed Name Dale R. Geiger Title Vice-President

Annual Support Amount

ReCPro™ Support (Prices Based on 10 Users)	Support Price
ReCPro™ Support – Activity Registration, Facility Reservation, Memberships, Online Registration & Reservations, Child Care, and Payment Processing.	$3,925.00

Attachment: Rec Pro Contract (RES-2023-1057 : Software Subscription & Web Hosting Services - CRS #4504)

INVOICE #: INV00932733

Invoice Date: 04/30/2023
Payment Method:
Due: 05/30/2023

RecPro Software
A Daysmart Company
7000 E Shea Blvd E-140
Scottsdale, AZ 85254

BILL TO:

TOWN OF AMHERST RECREATION
1615 Amherst Manor Dr
Buffalo, New York 14221

Description	Quantity	Rate	Amount
SSL Certificate	1	$250.00	$250.00
SSL Certificate -- Proration Credit	1	$250.00	($0.68)
		SUBTOTAL	$249.32
		Sales Tax	$0.00
		TOTAL	$249.32

Invoice Comments:

Updated Remittance information:

DaySmart Software
7000 E Shea Blvd E-140
Scottsdale, AZ 85254

Routing number ACH/EFT 072000805
Routing number DOM. WIRES 026009593
Account number: 375011608702
SWIFT Code INTL WIRES: USA: BOFAUS3N (BOFAUS6S foreign currency)

Thank you for your business!

Please refer to your contract for payment terms and conditions.

Attachment: Rec Pro Contract (RES-2023-1057 : Software Subscription & Web Hosting Services - CRS #4504)

INVOICE #: INV00932733B

Invoice Date: 04/30/2023
Payment Method:
Due: 05/30/2023

RecPro Software
A Daysmart Company
7000 E Shea Blvd E-140
Scottsdale, AZ 85254

BILL TO:

TOWN OF AMHERST RECREATION
1615 Amherst Manor Dr
Buffalo, New York 14221

Description	Quantity	Rate	Amount
Web Hosting	1	$330.00	$330.00
Web Hosting -- Proration Credit	1	$330.00	($0.90)
		SUBTOTAL	$329.10
		Sales Tax	$0.00
		TOTAL	$329.10

Invoice Comments:

Updated Remittance information:

DaySmart Software
7000 E Shea Blvd E-140
Scottsdale, AZ 85254

Routing number ACH/EFT 072000805
Routing number DOM. WIRES 026009593
Account number: 375011608702
SWIFT Code INTL WIRES: USA: BOFAUS3N (BOFAUS6S foreign currency)

Thank you for your business!

Please refer to your contract for payment terms and conditions.

Attachment: Rec Pro Contract (RES-2023-1057 : Software Subscription & Web Hosting Services - CRS #4504)

INVOICE #: INV00932730

Invoice Date: 04/30/2023
Payment Method:
Due: 05/30/2023

RecPro Software
30800 Van Dyke Ave #205
Warren, MI 48093

BILL TO:

TOWN OF AMHERST RECREATION
1615 Amherst Manor Dr
Buffalo, New York 14221

Description	Quantity	Rate	Amount
RecPro Software Support Subscription	1	$3,925.00	$3,925.00
		SUBTOTAL	$3,925.00
		Sales Tax	$0.00
		TOTAL	$3,925.00

Invoice Comments:

Thank you for your business!

Please refer to your contract for payment terms and conditions.

Attachment: Rec Pro Contract (RES-2023-1057 : Software Subscription & Web Hosting Services - CRS #4504)

IRAN DIVESTMENT ACT CERTIFICATION

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The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: RC Systems, Inc

Signature: [signature]

Print Name: Mackenzie Kinder

Title: VP of Finance

Date: 12/1/23

Sworn To Before Me This

1st Day of December, 2023

[signature]

Notary Public

Jeff Cedrick Chavannes
MY COMMISSION EXPIRES JUNE 21, 2030
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

Revised 4.2017

Attachment: Rec Pro Contract (RES-2023-1057 : Software Subscription & Web Hosting Services - CRS #4504)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Planning
DOC ID: 28355

COMMUNICATION 2023-140 **APPROVED**

Request to Set a Public Hearing for the Second Meeting in January 2024

At your meeting of December 18, 2023 please set the second public hearing for the FY 2024 Community Development Annual Action Plan for your second meeting in January 2024.

12/18/2023
Consent

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Amherst

Town of Amherst Planning Department — Erie County, New York

Brian J. Kulpa
Supervisor
Daniel C. Howard,
Planning Direct
Daniel J. Ulatowski
Assistant Planning I

December 11, 2023

Agenda of December 18, 2023

Honorable Town Board
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Subject: Set a second public hearing for the FY 2024 Community Development Action Plan

Honorable Members:

The Town is required to hold a second public hearing prior to submitting the 2024 Annual Action Plan for the Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) to the U.S. Department of Housing and Urban Development (HUD). The Action Plan development and adoption schedule previously discussed with the Town Board anticipated a hearing at the second Town Board meeting in January 2024.

The hearing must be held after the end of a required 30-day public comment period on the Draft Annual Action Plan. The final Plan is due at HUD 45 days prior to the beginning of the 2024 program year, i.e. no later than February 15, 2024. For your information, the remaining plan development and adoption tasks should be completed in accordance with the following schedule:

December 13, 2023	Start of CDBG/HOME 30-day public comment period ("Draft Action Plan" made available in Town & Village Clerk's office/Town libraries/Planning Department and on website.)
January 16 or 22, 2024	Second (and final) public hearing-end of public comment period.
February 2024	Town Board authorizes Supervisor to submit the Final Action Plan to HUD.
February 15, 2024	FY 2024 Action Plan for CDBG/HOME due to HUD.
April 1, 2024	Start of 2024/2025 CDBG/HOME program year.

At your meeting of December 18, 2023 please set the second public hearing for the FY 2024 Community Development Action Plan for your second meeting in January 2024.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

X:\Community Development\New Structure\ANNUAL PLAN\Data 2024\Public Hearings & Ads\Set_2nd_PH_TB ltr 12.18.23.docx

Attachment: signed public hearing tb letter (COM-2023-140 : Request to Set a Public Hearing for the Second Meeting in January 2024)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Town Clerk
DOC ID: 28363

COMMUNICATION 2023-141 **REFERRED**

Correspondence from Chris Pack

Letter from Chris Pack regarding unsafe conditions for pedestrian traffic on Sunset Court.

12/18/2023
Referred to Traffic & Safety and Highway

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

---------- Forwarded message ---------
From: **Chris Pack**
Date: Tue, Dec 5, 2023 at 6:16 PM
Subject: Re: Unsafe conditions for pedestrian traffic on Sunset Court
To: Kulpa, Brian J. <bkulpa@amherst.ny.us>
Cc: <jberger@amherst.ny.us>, <dbucki@amherst.ny.us>, <slavin@amherst.ny.us>, <mszukala@amherst.ny.us>, Lucey, Patrick G. <plucey@amherst.ny.us>,

Supervisor Brian J. Kulpa
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Dear Supervisor Kulpa:

I hope this letter finds you well. It has been a year since I initially contacted you, the Amherst Town Board, Amherst Police, and the Highway Department regarding the unsafe traffic conditions on Sunset Court due to reckless vehicles. As of this writing, despite commendable and thorough deliberations by the Amherst Traffic-Safety Board, no formal actions have been taken by the Town Board or Town Supervisor to remedy these unsafe conditions. Accordingly, I am formally requesting that the Town Board and Town Supervisor bypass the Traffic Safety Board to reach a resolution. Please find a copy of my initial correspondence from December 19, 2022, at the bottom of this email thread as a refresher.

Since my initial correspondence, I have had the opportunity to work closely with Traffic Safety Coordinator Chris Schregel. Mr. Schregel has been an absolute pleasure to work with and I am beyond grateful for his efforts. He has displayed incredible responsiveness and a genuine desire to help address this issue. However, there are limitations to what Mr. Schregel can accomplish without the Town Board's and Town Supervisor's intervention. **Notably, the traffic safety board is unable to recommend the installation of a stop sign as a traffic safety measure. Only the Town Board and Town Supervisor can propose such a remedy.**

While I understand that the safety board was considering the installation of a roundabout, this option appears financially infeasible. More importantly, it would not address the issue of speeding/reckless vehicles traveling eastbound down Sunset Court from the Wegmans and Tops Plazas, which is prior to the proposed roundabout.

Attachment: chris pack email (COM-2023-141 : Correspondence from Chris Pack)

In my view, the most straightforward and cost-effective way to alleviate this issue, with minimal impact on taxpayers, is the installation of three-way stop signs along the entirety of Sunset Court, even on streets with cul-de-sacs. This would be particularly helpful at the Sunset Court-Caspian Court intersection, which is the only intersection west of the “S-Curve” that can calm traffic originating from the Tops and Wegmans Plazas. It should be noted that there is precedence for three-way stop signs on cul-de-sac streets as is the case on Kaymar Drive near Willow Ridge Elementary School where our daughter attends school.

I would like to bring your attention to a few noteworthy developments since my initial correspondence one year ago, the latter three of which would not be alleviated by a roundabout further east.

1) **Amherst Town Official Car Was Almost Struck:** According to the official minutes of January 11, 2023 Town of Amherst Traffic Safety Board meeting, town Councilman Mike Szukala and Traffic Safety Board member Kevin Kantwell visited Sunset Court to investigate the issues raised in my initial correspondence. The official minutes state, “During the short time of their visit, Kevin and Mike both witnessed high speeds and unsafe driving, noting that their personal vehicle was almost struck.” (Click HERE to read the meeting minutes).

Additionally, in a video of the January 11 board meeting, Town of Amherst Traffic Safety Board Member Maxwell Kahn recognizes there “is a risk of dying” as things currently remain. Mr. Kahn’s comments were made at the 30:20 mark of January 11, 2023 Traffic-Safety Board Meeting, which can be viewed HERE.

2) **95% of Neighborhood Residents say Something Should Be Done To Address Reckless Traffic:** According to the minutes of the April 12, 2023 town of Amherst Traffic-Safety Board meeting, the results of an official survey from the Town of Amherst to area residents found that 95% of respondents to the Traffic-Safety Board’s survey said something should be done about the reckless cars on Sunset Court. I would again note that the practical installation of stop signs was not an option offered to respondents because the Traffic-Safety board is prohibited from recommending the installation of stop signs as traffic calming measures. Again, only the Amherst Town Board and Amherst Town Supervisor may make such a motion. The meeting minutes can be viewed HERE.

3) **Car Strikes Tree Next Door to Our Home So Hard That Airbags Deploy**: On April 27, 2023 there was an accident next door to our home where an SUV crashed into a tree on the right-of-way and up onto the sidewalk where my 5-year-old daughter routinely rides her bike. The impact was so severe that the airbags of the vehicle were deployed, and the tree sustained considerable

Attachment: chris pack email (COM-2023-141 : Correspondence from Chris Pack)

damage. First responders were also dispatched. It is my understanding that the Town Board and Town Supervisor were made aware of this accident. A photo of the crash site can be viewed HERE. A photo of the first responders present can be viewed HERE. I would like to emphasize that this happened in an area unrelated to where the town was considering the installation of a roundabout, and likely would have had no impact on preventing this accident.

4) **Ring Doorbell Camera Captures Car Peeling Out Down Sunset Court:** On May 10, 2023, at 7:23 PM, the security camera on our garage captured footage of a car dangerously speeding down our street while my wife was walking to the mailbox. The neighbor across the street was also outside at that time, and they expressed mutual signs of exasperation. It is my understanding that the Town Board and Town Supervisor were made aware of this incident. You can view the video clip HERE. (Please be sure to have the volume turned up while watching the video.) Less than 90 seconds later, my 5-year-old daughter is playing in the driveway, which can be viewed HERE. Again, I would like to emphasize that this happened in an area unrelated to where the town was considering the installation of a roundabout, and likely would have had no impact on preventing this accident.

5) **Through-Traffic Routinely Passes Cars on the Left:** Since my initial correspondence one year ago to Supervisor Kulpa et. al, three cars have nearly hit my wife as they passed her on the left as she was waiting for a pedestrian crossing on the sidewalk before making a left hand turn into our driveway. This most recently occurred this morning after taking our daughter to school.

I have prepared a notarized affidavit where my wife states, under risk of perjury, “On three separate occasions within the past year, I have personally experienced cars passing me on the left-hand side while I was turning left into my driveway on Sunset Court. These incidents occurred when I was driving at or below the posted speed limit. All three instances were when I was turning left into my driveway, pausing to allow a pedestrian to pass on the sidewalk. These incidents nearly resulted in T-bone accidents, endangering both me and other road users, as well as pedestrians on the sidewalk.” Again, this has occurred in an area where the roundabout would not have calmed the reckless driving. Click HERE to view the notarized affidavit.

As we approach winter, I am increasingly concerned, once again, that the combination of unshoveled and unfinished sidewalks forcing pedestrians onto the streets, slippery roads, and reckless cars will lead to a tragic accident. The installation of three-way stop signs as traffic calming measures is a straightforward solution that the Town Board and Town Supervisor can implement. Based on conversations with our neighbors, the only people who

Attachment: chris pack email (COM-2023-141 : Correspondence from Chris Pack)

would be irked by their installation are those who do not even live here and simply treat our neighborhood as a cut-through to Sunridge Drive from Niagara Falls Boulevard.

I am even willing to absorb the costs associated with installing these stop signs if that is what it takes to finally spur action on this matter by the Town of Amherst.

Thank you in advance for your increased urgency in resolving this matter. I eagerly await your response and the actions you will take to ensure the safety of Sunset Court and its residents.

Sincerely,

Christopher M. Pack
233 Sunset Court
Amherst, NY 14228

CC:
Deputy Supervisor Deborah Bruch Bucki RN, PhD
Councilwoman Jacqualine G. Berger
Councilman Shawn A. Lavin
Councilman Michael Szukala
Police Chief Scott P. Chamberlin
Highway Superintendent Patrick G. Lucey Jr.
Residents of Sunset Court, Aegean Avenue, Caspian Court, Corfu Circle, Gothic Circle, Palermo Circle, Naples Circle and Venice Circle (via hand delivery)

BCC:
The Amherst Bee
The Buffalo News
WGRZ
WIVB
WKBW

Attachment: chris pack email (COM-2023-141 : Correspondence from Chris Pack)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Town Clerk
DOC ID: 28330

COMMUNICATION 2023-142

REFERRED

Supplemental Summons & Amended Complaint: Fifth Third Bank, N.A. Vs. Town of Amherst Et Al.

12/18/2023
Referred to Town Attorney

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

---------- X

FIFTH THIRD BANK, N.A.,

Plaintiff,

- against -

UNKNOWN HEIRS OF THE ESTATE OF THERESA A. PUGLIESE, STEPHEN M. PUGLIESE A/K/A STEPHEN PUGLIESE, NICHOLAS R. PUGLIESE, TOWN OF AMHERST, AS LEAD COMMUNITY FOR THE AMERST-CHEEKTOWAGA-TONAWAND, THE PEOPLE OF THE STATE OF NEW YORK, ISPC, and "JOHN DOE No. 1" through "JOHN DOE No. 100" inclusive, the name of the last 100 defendants being fictitious, the true names of said defendants being unknown to plaintiff, it being intended to designate fee owners, tenants or occupants of the liened premises and/or persons or parties having or claiming an interest in or a lien upon the liened premises, if the aforesaid individual defendants are living, and if any or all of said individual defendants be dead, their heirs at law, next of kin, distributees, executors, administrators, trustees, committees, devisees, legatees, and assignees, lienors, creditors and successors in interest of them and generally all persons having or claiming under, by, through, or against the said defendants named as a class, of any right, title, or interest in or lien upon the premises described in the complaint herein,

Defendant(s).

---------- X

Index No.: 812826/2023

Date Purchased:

Plaintiff designates ERIE County as the place of trial.

SUPPLEMENTAL SUMMONS

The basis of venue is: The location of real property being foreclosed

To the above named Defendants:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorney(s) within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Attachment: DOC120823-12082023133918 (COM-2023-142 : Supplemental Summons & Amended Complaint: Fifth Third Bank, N.A. Vs. Town of

15.3.a

NOTICE

YOU ARE IN DANGER OF LOSING YOUR HOME

If you do not respond to this Summons and Complaint by serving a copy of the answer on the attorney for the mortgage company who filed this foreclosure proceeding against you and filing the answer with the court, a default judgment may be entered and you can lose your home.

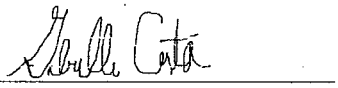
Speak to an attorney or go to the court where your case is pending for further information on how to answer the summons and protect your property.

Sending a payment to your mortgage company will not stop this foreclosure action.

YOU MUST RESPOND BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE PLAINTIFF (MORTGAGE COMPANY) AND FILING THE ANSWER WITH THE COURT.

Executed on this 27 day of October, 2023
Melville, New York

ALDRIDGE PITE, LLP.



By: Gabrielle Costa, Esq.
Attorneys for Plaintiff
Six Piedmont Center
3525 Piedmont Road, N.E.
Suite 700
Atlanta, GA 30305
631-454-8059

WE ARE A DEBT COLLECTOR AND ARE ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

Attachment: DOC120823-12082023133918 (COM-2023-142 : Supplemental Summons & Amended Complaint: Fifth Third Bank, N.A. Vs. Town of

15.3.a

Defendants' Address:

UNKNOWN HEIRS OF THE ESTATE OF THERESA A. PUGLIESE
52 MARIAN DRIVE
TONAWANDA, NY 14150

STEPHEN M. PUGLIESE A/K/A STEPHEN PUGLIESE
52 MARIAN DRIVE
TONAWANDA, NY 14150

NICHOLAS R. PUGLIESE
52 MARIAN DRIVE
TONAWANDA, NY 14150

TOWN OF AMHERST, AS LEAD COMMUNITY FOR
THE AMERST-CHEEKTOWAGA-TONAWAND
5583 MAIN STREET
WILLIAMSVILLE, NY 14221

THE PEOPLE OF THE STATE OF NEW YORK
80 STATE STREET
ALBANY, NY 12207

ISPC
80 STATE STREET
ALBANY, NY 12207

"JOHN DOE No. 1" through "JOHN DOE No. 100"
52 MARIAN DRIVE
TONAWANDA, NY 14150

Attachment: DOC120823-12082023133918 (COM-2023-142 : Supplemental Summons & Amended Complaint: Fifth Third Bank, N.A. Vs. Town of

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15.3.a

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

---------- X

FIFTH THIRD BANK, N.A.,

Plaintiff,

- against -

UNKNOWN HEIRS OF THE ESTATE OF THERESA A. PUGLIESE, STEPHEN M. PUGLIESE A/K/A STEPHEN PUGLIESE, NICHOLAS R. PUGLIESE, TOWN OF AMHERST, AS LEAD COMMUNITY FOR THE AMERST-CHEEKTOWAGA-TONAWAND, THE PEOPLE OF THE STATE OF NEW YORK, ISPC, and "JOHN DOE No. 1" through "JOHN DOE No. 100" inclusive, the name of the last 100 defendants being fictitious, the true names of said defendants being unknown to plaintiff, it being intended to designate fee owners, tenants or occupants of the liened premises and/or persons or parties having or claiming an interest in or a lien upon the liened premises, if the aforesaid individual defendants are living, and if any or all of said individual defendants be dead, their heirs at law, next of kin, distributees, executors, administrators, trustees, committees, devisees, legatees, and assignees, lienors, creditors and successors in interest of them and generally all persons having or claiming under, by, through, or against the said defendants named as a class, of any right, title, or interest in or lien upon the premises described in the complaint herein,

Defendant(s).

---------- X

INDEX NO.: 812826/2023

AMENDED COMPLAINT

Plaintiff, by its attorneys, Aldridge Pite, LLP. complaining of defendant(s), alleges:

1. At all times herein mentioned, plaintiff was, and still is a corporation organized and existing under and by virtue of the laws of the United States of America, authorized to transact business in the State of New York.

2. Upon information and belief, at all times herein mentioned THERESA A. PUGLIESE and defendants STEPHEN M. PUGLIESE A/K/A STEPHEN PUGLIESE and NICHOLAS R. PUGLIESE were and/or still are, residents of ERIE County, State of New York.

Attachment: DOC120823-12082023133918 (COM-2023-142 : Supplemental Summons & Amended Complaint: Fifth Third Bank, N.A. Vs. Town of

15.3.a

Attachment: DOC120823-1208202313391 8 (COM-2023-142 : Supplemental Summons & Amended Complaint: Fifth Third Bank, N.A. Vs. Town of

AS AND FOR A FIRST CAUSE OF ACTION

3. On August 9, 2013, for valuable consideration, and for the purpose of securing payment to COLE TAYLOR BANK in the sum of $101,134.00, with interest thereon, THERESA A. PUGLIESE duly executed, acknowledged and delivered to COLE TAYLOR BANK, a mortgage note (the "NOTE"), whereby said defendant bound themselves to COLE TAYLOR BANK in the amount of $101,134.00 with interest thereon.

4. As collateral security for the payment of the aforesaid indebtedness, THERESA A. PUGLIESE, STEPHEN M. PUGLIESE A/K/A STEPHEN PUGLIESE and NICHOLAS R. PUGLIESE on the same day, duly executed, acknowledged and delivered to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR COLE TAYLOR BANK, a Mortgage in the sum of $101,134.00. The Mortgage was duly recorded on August 9, 2013, in Official Record Book M 13648, at Page 5783, (the "MORTGAGE") whereby THERESA A. PUGLIESE, STEPHEN M. PUGLIESE A/K/A STEPHEN PUGLIESE and NICHOLAS R. PUGLIESE mortgaged to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR COLE TAYLOR BANK, its successors and assigns forever, the premises commonly known as 52 MARIAN DRIVE, TONAWANDA, NY 14150, more particularly described in Schedule (A) attached hereto, together with the improvements thereon erected. Any applicable mortgage tax was duly paid simultaneously with said recordation.

5. MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE FOR COLE TAYLOR BANK, BENEFICIARY ITS SUCCESSORS AND ASSIGNS assigned all of its rights, title and interest in the Mortgage by way of an assignment executed May 5, 2022 to FIFTH THIRD BANK, NATIONAL ASSOCIATION. The assignment was duly

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15.3.a

recorded on May 27, 2022, in Official Record Book M 14054, at Page 315.

6. Plaintiff is the holder and owner of the aforesaid Note and Mortgage and has complied with all the provisions of section five hundred ninety-five A of the banking law, section six-l or six-m of the banking law, and RPAPL section thirteen hundred four of this article.

7. THE ESTATE OF THERESA A. PUGLIESE, STEPHEN M. PUGLIESE A/K/A STEPHEN PUGLIESE and NICHOLAS R. PUGLIESE failed, neglected and refused to comply with the provisions of the Note and Mortgage by failing to make and pay the installment of principal and interest due and owing on December 1, 2021 and thereafter, despite due demand therefore. Said default has continued for more than fifteen (15) days after the due date thereof.

8. By reason of the aforesaid, plaintiff has elected to declare the unpaid principal sum of the Note and Mortgage in the amount of $83,696.51 with accrued interest at 3.75000% per annum, from November 1, 2021 to be immediately due and payable. Said election was made pursuant to and in compliance with RPAPL Section 1304. Plaintiff, or its servicing agent, has complied with the 90-day notice provision and the reporting requirement to the New York State Superintendent of Banks, pursuant to RPAPL Section 1306.

9. By reason of the aforesaid, there is due and owing to plaintiff the sum of $83,696.51, with interest thereon at 3.75000% per annum from November 1, 2021.

10. ISPC and THE PEOPLE OF THE STATE OF NEW YORK are each named as a defendant herein by reason of judgments. Copies of the judgments attached.

11. Defendant, TOWN OF AMHERST, AS LEAD COMMUNITY FOR THE AMERST-CHEEKTOWAGA-TONAWANDA HOME CONSORTIUM, is named as a defendant herein by reason of a Subordinate Mortgage in the sum of $31,062.00 dated November 21, 2017 and recorded in the Office of the Clerk in the County of ERIE on January 2, 2018, in Official Record

Attachment: DOC120823-12082023133918 (COM-2023-142 : Supplemental Summons & Amended Complaint: Fifth Third Bank, N.A. Vs. Town of

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15.3.a

Book M 13841, at Page 1496.

12. Defendants, "JOHN DOE No. 1" through "JOHN DOE No. 100" inclusive, the name of the last 100 defendants being fictitious, the true names of said defendants being unknown to plaintiff, it being intended to designate fee owners, tenants or occupants of the liened premises and/or persons or parties having or claiming an interest in or a lien upon the liened premises, if the aforesaid individual defendants are living, and if any or all of said individual defendants be dead, their heirs at law, next of kin, distributees, executors, administrators, trustees, committees, devisees, legatees, and assignees, lienors, creditors and successors in interest of them and generally all persons having or claiming under, by, through, or against the said defendants named as a class, of any right, title, or interest in or lien upon the premises described in the complaint herein, are named as defendants herein as having or claiming an interest in or lien upon the Premises which interest or lien is subject to the lien of plaintiff's mortgage.

13. Each of the above named defendants has or claims to have or may claim to have some interest in or lien upon the Premises or some part thereof, which interest or lien, if any, has accrued and is subject and subordinate to the lien of the Note and Mortgage.

14. The mortgaged premises are subject to and should be sold subject to any state of facts an accurate survey or inspection of the premises would show, encroachments, covenants, restrictions, agreements and easements of record, if any, real estate taxes and zoning restrictions and otherwise of any governmental authority having jurisdiction thereover affecting said premises and any prior mortgages or liens of record and the rights of the United States of America to redeem the Premises.

15. Plaintiff shall not be deemed to have waived, altered, released or changed its election hereinbefore made by reason of receipt of any payments, after the date of the commencement of

Attachment: DOC120823-12082023133918 (COM-2023-142 : Supplemental Summons & Amended Complaint: Fifth Third Bank, N.A. Vs. Town of

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15.3.a

this action or of any or all of the defaults mentioned herein, and such election shall continue and remain effective until the principal sum secured, the costs and disbursements of this action, and any and all future defaults under the aforesaid Note(s) or Mortgage(s) occurring prior to a discontinuance of this action are fully paid.

16. The subject Mortgage provides in part as follows:

> Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this security instrument. This requirement is called "IMMEDIATE PAYMENT IN FULL."
>
> If Lender requires immediate payment in full, Lender may bring a lawsuit to take away all of my remaining rights in the Property and have the Property sold. At this sale Lender or another person may acquire the Property. This is known as "FORECLOSURE AND SALE." The further rights of the Lender including the right to collect all costs, disbursements and attorney's fees from the borrowers are set forth in Paragraph 18 of the Mortgage.

17. Upon information and belief, no other action is pending at law, or otherwise, for the recovery of the sum, or any part thereof, secured by the Note and Mortgage.

AS AND FOR A SECOND CAUSE OF ACTION

18. By reason of the aforesaid provisions set forth in the Mortgage, there is due and owing to plaintiff reasonable attorneys' fees, plus costs and disbursements. The plaintiff requests that the court award these fees, costs and disbursements in the judgment of foreclosure and sale.

AS AND FOR A THIRD CAUSE OF ACTION

19. Plaintiff repeats and reiterates each and every allegation of the Complaint in paragraphs "1" through "18" with the same force and effect as if set forth herein.

Attachment: DOC120823-12082023133918 (COM-2023-142 : Supplemental Summons & Amended Complaint: Fifth Third Bank, N.A. Vs. Town of

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15.3.a

20. That this action is brought in part pursuant to Article 15 of the Real Property Actions and Proceedings Law.

21. That no personal claim is being made against the defendants herein under the Third Cause of Action unless said defendants shall assert a claim adverse the claim of the Plaintiff as set forth in the Complaint herein.

22. That the Mortgage dated August 9, 2013 and recorded in the County of ERIE on August 9, 2013 in Book: M 13648, at Page: 5783 has been duly recorded against the premises known as 52 MARIAN DRIVE, TONAWANDA, NY 14150 bearing tax map designation Section: 53.51, Block: 4, Lot: 15 and more fully described in Schedule "A." The aforesaid instrument was ultimately assigned to FIFTH THIRD BANK, NATIONAL ASSOCIATION by assignment of mortgage recorded in Book: M 14054, at Page: 315.

23. That the Deed dated August 21, 2017 and recorded in the County of ERIE on August 22, 2017 in Book: D 11317 at Page: 5928 has been duly recorded to transfer interest in the aforementioned property from THERESA A. PUGLIESE, STEPHEN M. PUGLIESE A/K/A STEPHEN PUGLIESE and NICHOLAS R. PUGLIESE to THERESA A. PUGLIESE.

24. That through mutual mistake of the parties to the transaction, the Schedule "A" containing the property description recorded with the Subject Mortgage differs from the Schedule "A" containing the property description recorded with the Deed; in that, the property description recorded with the Subject Mortgage reads "ALL THAT PLOT OF LAND" and the property description recorded with the Deed reads "ALL THAT TRACT OR PARCEL OF LAND."

25. That the parties to the Deed intended the abovementioned Deed to encumber and refer to the subject premises as described in the Subject Mortgage.

Attachment: DOC120823-12082023133918 (COM-2023-142 : Supplemental Summons & Amended Complaint: Fifth Third Bank, N.A. Vs. Town of

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26. That the legal descriptions on both the Subject Mortgage and the Deed describe the same property.

27. That by virtue of the fact that the aforesaid Deed is indexed against the premises, Plaintiff has an interest in the premises.

28. That the Plaintiff will make a request in the Order of Reference that this Court issue an Order deeming the aforementioned Subject Mortgage and Deed as describing the same property.

29. That the requested relief will not prejudice the defendants.

30. That this Court has jurisdiction to grant such relief and the Plaintiff has no adequate remedy at law.

WHEREFORE, plaintiff demands judgment as follows:

(a) Defendant(s) and all persons claiming under said defendant(s) or any of them subsequent to the filing of a Notice of Pendency of this action in the appropriate County Clerk's Office, and every person whose conveyance is subsequent or subsequently recorded, be barred and foreclosed of all right, title, claim or lien and equity of redemption in said mortgaged premises; that such mortgaged premises be decreed to be sold as one parcel, subject to and should be sold subject to any state of facts an accurate survey or inspection of the premises would show, encroachments, covenants, restrictions, agreements and easements of record, if any, real estate taxes and zoning restrictions and otherwise of any governmental authority having jurisdiction thereover affecting said premises and any prior mortgages or liens of record and the rights of the United States of America to redeem the Premises, and that the monies arising from said lien be paid into Court;

On the first cause of action:

(b) Plaintiff be paid the principal amount due on its Mortgage with interest thereon at

Attachment: DOC120823-12082023133918 (COM-2023-142 : Supplemental Summons & Amended Complaint: Fifth Third Bank, N.A. Vs. Town of

15.3.a

3.75000% per annum from November 1, 2021, plus late charges, together with the amount of taxes, assessments, water charges, insurance premiums and other similar charges paid by plaintiff, if any, with interest on the subject amounts from the date of such payment by plaintiff, the expenses of this sale, together with any sum or sums to be paid to plaintiff to protect the security afforded by said Mortgage, including, but not limited to, watchmen or caretakers' fees, and fees incurred during the pendency of this action until the closing of title with the purchaser under the foreclosure sale; and that any sum so paid shall be added to the sums otherwise due to plaintiff pursuant to plaintiff's claims herein and to be deemed secured by the Note(s) and Mortgage(s) as therein provided; and they be declared a valid lien on the premises herein described, all with interest thereon from the date of each such amount, so far as the amount of such monies properly allocable thereto will pay the same; and that the defendant, THE ESTATE OF THERESA A. PUGLIESE may be adjudged to pay the whole residue, or so much thereof as the Court may determine to be just and equitable, of the debt remaining unsatisfied after a sale of the mortgaged premises and the application of the proceeds pursuant to the directions contained in such judgment, and that in the event that plaintiff possesses any other lien(s) against said mortgaged premises either by way of judgment, junior mortgage or otherwise, plaintiff requests that such other lien(s) shall not be merged in plaintiff's cause(s) of action set forth in this complaint but that plaintiff shall be permitted to enforce said other lien(s) and/or seek determination of priority thereof in any independent action(s) or proceeding(s), including, without limitation, any surplus money proceedings;

On the second cause of action:

(c) Plaintiff be awarded the costs and disbursements of this action, plus reasonable attorneys' fees;

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15.3.a

On the third cause of action:

(d) That the property described in the Subject Mortgage is the same property as described in the Deed, and that the Deed encumbers the same property as described in the Subject Mortgage from the date of recording;

(e) Plaintiff has such other and further relief as this Court may deem just and proper.

Executed on this 27 day of October, 2023
Melville, New York

Aldridge Pite, LLP.



By: Gabrielle Costa, Esq.
Attorneys for Plaintiff
Six Piedmont Center
3525 Piedmont Road, N.E.
Suite 700
Atlanta, GA 30305
631-454-8059
Fax 631-454-8169

WE ARE A DEBT COLLECTOR AND ARE ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

Attachment: DOC120823-12082023133918 (COM-2023-142 : Supplemental Summons & Amended Complaint: Fifth Third Bank, N.A. Vs. Town of

Packet Pg. 1066

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Town Clerk
DOC ID: 28331

COMMUNICATION 2023-143

REFERRED

Summons & Complaint: Mary Ann Casarella and Gary Casarella Vs. Town of Amherst Et Al.

12/18/2023
Referred to Town Attorney

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

15.4.a

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

MARY ANN CASARELLA and
GARY CASARELLA, her spouse,

Plaintiffs,

vs.

TOWN OF AMHERST
5583 Main Street
Williamsville, New York 14221

TOWN OF AMHERST HIGHWAY DEPARTMENT
1042 North Forest Road
Williamsville, New York 14221

TOWN OF AMHERST BUILDING DEPARTMENT
5583 Main Street
Williamsville, New York 14221

TOWN OF AMHERST HIGHWAY DEPARTMENT
PARKS & FORESTY DIVISIONS
1042 North Forest Road
Williamsville, New York 14221

VILLAGE OF WILLIAMSVILLE NEW YORK
5565 Main Street
Williamsville, New York 14221

VILLAGE OF WILLIAMSVILLE NEW YORK
DEPARTMENT OF PUBLIC WORKS
40 S. Long Street
Williamsville, New York 14221

ROBERT T. CARNCROSS

TRACY L. CARNCROSS

Defendants.

Index No. 815701/2023

Plaintiffs designate Erie County as the place of trial

The basis of venue is Plaintiffs' residence

SUMMONS

Plaintiffs reside at

County of Erie

DEC 8 2023 AM 11:56

Attachment: DOC120823-1208202314053 7 (COM-2023-143 : Summons & Complaint: Mary Ann Casarella and Gary Casarella Vs. Town of

6257444v1 - 071835.0001

15.4.a

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your answer, or, if the Complaint is not served with this Summons, to serve a notice of appearance, on the Plaintiffs' Attorneys within TWENTY (20) DAYS after the service of this Summons, exclusive of the day of service (or within THIRTY (30) DAYS after the service is complete if this Summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

DATED: Buffalo, New York
December 5, 2023

LIPSITZ GREEN SCIME CAMBRIA LLP

By: _____
MICHAEL P. STUERMER, ESQ.
Attorneys for Plaintiffs
Office and P.O. Address
42 Delaware Avenue, Suite 120
Buffalo, New York 14202-3924
(716) 849-1333
[MPS : #71835.0001]

Attachment: DOC120823-1208023140537 (COM-2023-143 : Summons & Complaint: Mary Ann Casarella and Gary Casarella Vs. Town of

15.4.a

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

MARY ANN CASARELLA and
GARY CASARELLA, her spouse,

Index No. 815701/2023

Plaintiffs,

vs.

COMPLAINT

TOWN OF AMHERST
5583 Main Street
Williamsville, New York 14221

TOWN OF AMHERST HIGHWAY DEPARTMENT
1042 North Forest Road
Williamsville, New York 14221

TOWN OF AMHERST BUILDING DEPARTMENT
5583 Main Street
Williamsville, New York 14221

TOWN OF AMHERST HIGHWAY DEPARTMENT
PARKS & FORESTY DIVISIONS
1042 North Forest Road
Williamsville, New York 14221

VILLAGE OF WILLIAMSVILLE NEW YORK
5565 Main Street
Williamsville, New York 14221

VILLAGE OF WILLIAMSVILLE NEW YORK
DEPARTMENT OF PUBLIC WORKS
40 S. Long Street
Williamsville, New York 14221

ROBERT T. CARNCROSS

TRACY L. CARNCROSS

Defendants.

6257446v1 - 071835.0001

Attachment: DOC120823-1208202314053 7 (COM-2023-143 : Summons & Complaint: Mary Ann Casarella and Gary Casarella Vs. Town of

15.4.a

Plaintiffs, above named, by their attorneys LIPSITZ GREEN SCIME CAMBRIA LLP, for their Complaint against the defendants, TOWN OF AMHERST, TOWN OF AMHERST HIGHWAY DEPARTMENT, TOWN OF AMHERST BUILDING DEPARTMENT, TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS, VILLAGE OF WILLIAMSVILLE NEW YORK, VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS, ROBERT T. CARNCROSS and TRACY L. CARNCROSS, allege:

AS AND FOR A FIRST CAUSE OF ACTION AGAINST DEFENDANTS, ABOVE-NAMED. THE PLAINTIFFS, MARY ANN CASARELLA AND GARY CASARELLA, ALLEGE:

1. The plaintiffs, MARY ANN CASARELLA and GARY CASARELLA, at all times hereinafter mentioned, were and still are residents of the Town of Amherst located within the County of Erie and the State of New York.

2. Upon information and belief, the defendant, TOWN OF AMHERST, is a municipal corporation duly organized and existing under and pursuant to the laws of the State of New York.

3. Upon information and belief, the defendant, TOWN OF AMHERST HIGHWAY DEPARTMENT, is a municipal corporation duly organized and existing under and pursuant to the laws of the State of New York.

4. Upon information and belief, the defendant, TOWN OF AMHERST BUILDING DEPARTMENT, is a municipal corporation duly organized and existing under and pursuant to the laws of the State of New York.

5. Upon information and belief, the defendant, TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS, is a municipal corporation

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15.4.a

duly organized and existing under and pursuant to the laws of the State of New York.

6. Upon information and belief, the defendant, VILLAGE OF WILLIAMSVILLE NEW YORK, is a municipal corporation duly organized and existing under and pursuant to the laws of the State of New York.

7. Upon information and belief, the defendant, VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS, is a municipal corporation duly organized and existing under and pursuant to the laws of the State of New York.

8. Upon information and belief, at all times hereinafter mentioned, the defendant, ROBERT T. CARNCROSS, was and still is a resident of the Town of Amherst located within the County of Erie and the State of New York.

9. Upon information and belief, at all times hereinafter mentioned, the defendant, TRACY L. CARNCROSS, was and still is a resident of the Town of Amherst located within the County of Erie and the State of New York.

10. Upon information and belief, at all times hereinafter mentioned, the defendants, TOWN OF AMHERST and/or TOWN OF AMHERST HIGHWAY DEPARTMENT and/or TOWN OF AMHERST BUILDING DEPARTMENT and/or TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS and/or VILLAGE OF WILLIAMSVILLE NEW YORK and/or VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS and/or ROBERT T. CARNCROSS and/or TRACY L. CARNCROSS, were the owners of the sidewalk area in front of or near the premises, located at 5 Autumnview Road, in the Town of Amherst, County of Erie and State of New York.

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11. Upon information and belief, at all times hereinafter mentioned, the defendants, TOWN OF AMHERST and/or TOWN OF AMHERST HIGHWAY DEPARTMENT and/or TOWN OF AMHERST BUILDING DEPARTMENT and/or TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS and/or VILLAGE OF WILLIAMSVILLE NEW YORK and/or VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS and/or ROBERT T. CARNCROSS and/or TRACY L. CARNCROSS, by their agents, servants and/or employees, operated the sidewalk area in front of or near the premises, located at 5 Autumnview Road, in the Town of Amherst, County of Erie and State of New York.

12. Upon information and belief, at all times hereinafter mentioned, the defendants, TOWN OF AMHERST and/or TOWN OF AMHERST HIGHWAY DEPARTMENT and/or TOWN OF AMHERST BUILDING DEPARTMENT and/or TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS and/or VILLAGE OF WILLIAMSVILLE NEW YORK and/or VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS and/or ROBERT T. CARNCROSS and/or TRACY L. CARNCROSS, by their agents, servants and/or employees, maintained the sidewalk area in front of or near the premises, located at 5 Autumnview Road, in the Town of Amherst, County of Erie and State of New York.

13. Upon information and belief, at all times hereinafter mentioned, the defendants, TOWN OF AMHERST and/or TOWN OF AMHERST HIGHWAY DEPARTMENT and/or TOWN OF AMHERST BUILDING DEPARTMENT and/or TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS and/or VILLAGE OF WILLIAMSVILLE NEW YORK and/or VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS and/or ROBERT T. CARNCROSS and/or

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TRACY L. CARNCROSS, by their agents, servants and/or employees, managed the sidewalk area in front of or near the premises, located at 5 Autumnview Road, in the Town of Amherst, County of Erie and State of New York.

14. Upon information and belief, at all times hereinafter mentioned, the defendants, TOWN OF AMHERST and/or TOWN OF AMHERST HIGHWAY DEPARTMENT and/or TOWN OF AMHERST BUILDING DEPARTMENT and/or TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS and/or VILLAGE OF WILLIAMSVILLE NEW YORK and/or VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS and/or ROBERT T. CARNCROSS and/or TRACY L. CARNCROSS, by their agents, servants and/or employees, constructed the sidewalk area in front of or near the premises, located at 5 Autumnview Road, in the Town of Amherst, County of Erie and State of New York.

15. Upon information and belief, at all times hereinafter mentioned, the defendants, TOWN OF AMHERST and/or TOWN OF AMHERST HIGHWAY DEPARTMENT and/or TOWN OF AMHERST BUILDING DEPARTMENT and/or TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS and/or VILLAGE OF WILLIAMSVILLE NEW YORK and/or VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS and/or ROBERT T. CARNCROSS and/or TRACY L. CARNCROSS, by their agents, servants and/or employees, controlled the sidewalk area in front of or near the premises, located at 5 Autumnview Road, in the Town of Amherst, County of Erie and State of New York.

16. Upon information and belief, at all times hereinafter mentioned, the defendants, TOWN OF AMHERST and/or TOWN OF AMHERST HIGHWAY DEPARTMENT and/or TOWN OF AMHERST BUILDING DEPARTMENT and/or TOWN

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15.4.a

OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS and/or VILLAGE OF WILLIAMSVILLE NEW YORK and/or VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS and/or ROBERT T. CARNCROSS and/or TRACY L. CARNCROSS, by their agents, servants and/or employees, designed the sidewalk area in front of or near the premises, located at 5 Autumnview Road, in the Town of Amherst, County of Erie and State of New York.

17. Upon information and belief, on or about the 13th day of September, 2022, at approximately 10:30 a.m., the claimant, MARY ANN CASARELLA, while lawfully and properly traversing the sidewalk area in front or near the aforesaid premises, was caused to trip and fall on an elevated, raised portion of the sidewalk area, resulting in serious injuries to the plaintiff.

18. Upon information and belief, the incident hereinbefore described and the resultant injuries were caused as a result of the negligent, careless, reckless and/or unlawful conduct on the part of the defendants, TOWN OF AMHERST and/or TOWN OF AMHERST HIGHWAY DEPARTMENT and/or TOWN OF AMHERST BUILDING DEPARTMENT and/or TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS and/or VILLAGE OF WILLIAMSVILLE NEW YORK and/or VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS and/or ROBERT T. CARNCROSS and/or TRACY L. CARNCROSS, by their agents, servants and/or employees in the ownership, operation, maintenance, management, construction, control and design of the aforesaid sidewalk area in front of or near the aforesaid premises, and, among other things, said negligence of the defendants, TOWN OF AMHERST and/or TOWN OF AMHERST HIGHWAY DEPARTMENT and/or TOWN OF AMHERST BUILDING DEPARTMENT and/or TOWN OF AMHERST HIGHWAY DEPARTMENT

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15.4.a

PARKS & FORESTY DIVISIONS and/or VILLAGE OF WILLIAMSVILLE NEW YORK and/or VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS and/or ROBERT T. CARNCROSS and/or TRACY L. CARNCROSS, by their agents, servants and/or employees was exhibited in defendants in allowing and permitting the existence of an elevated, raised portion of the sidewalk area, causing a hazard and danger to persons traveling thereon; in failing and omitting to reasonably anticipate that persons traversing the sidewalk area could sustain physical injury by reason of the elevated, raised portion of the sidewalk area; in failing and omitting to use proper maintenance and care of the trees and their roots near or around the sidewalk area at the aforesaid premises; in failing and omitting to rope off or place signs and/or barriers around the dangerous area until said condition was corrected; in failing and omitting to avoid the accident, which in the exercise of reasonable care, could and should have been avoided; in allowing and permitting the aforesaid sidewalk area to be used when such was in an unsafe, dangerous, hazardous and defective condition, and in allowing and permitting it to be and remain in such condition, without warning plaintiffs and others of its existence.

19. Upon information and belief, the aforesaid elevated, raised portion of the sidewalk area and the dangerous and hazardous condition created thereby existed for a sufficient length of time to give both actual and constructive notice to the defendants, including notice by reasonable inspection.

20. Upon information and belief, the defendants, TOWN OF AMHERST and/or TOWN OF AMHERST HIGHWAY DEPARTMENT and/or TOWN OF AMHERST BUILDING DEPARTMENT and/or TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS and/or VILLAGE OF WILLIAMSVILLE NEW YORK and/or VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS

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and/or ROBERT T. CARNCROSS and/or TRACY L. CARNCROSS, affirmatively created the dangerous and hazardous condition complained of herein.

21. As a result of the alleged incident, the plaintiff, MARY ANN CASARELLA, sustained bodily injuries and was painfully and seriously injured, and some of the injuries may result in permanent defect; was rendered sick, sore, lame and disabled; sustained pain and suffering and shock to her nerves and nervous system; was caused to and did seek medical aid and attention; was caused to be confined to hospital, bed and home; was caused to and did incur great medical expenses and may incur further medical expense; was caused to be incapacitated from her usual activities and may be further incapacitated.

22. Heretofore, and on or about the 5th day of December, 2022, a Notice of Claim was served on behalf of the plaintiffs upon TOWN OF AMHERST, TOWN OF AMHERST HIGHWAY DEPARTMENT, TOWN OF AMHERST BUILDING DEPARTMENT, TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS, VILLAGE OF WILLIAMSVILLE NEW YORK and VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS, in duplicate, which Notice of Claim sets forth the name and post office address of MARY ANN CASARELLA and GARY CASARELLA, claimants, the name and post office address of their attorneys, the nature of the claim, the time when, the place where, and the manner in which the claim arose, together with the items of damages and injuries then known to exist, and the said Notice of Claim was served upon TOWN OF AMHERST, TOWN OF AMHERST HIGHWAY DEPARTMENT, TOWN OF AMHERST BUILDING DEPARTMENT, TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS, VILLAGE OF WILLIAMSVILLE NEW YORK and VILLAGE OF WILLIAMSVILLE NEW YORK

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DEPARTMENT OF PUBLIC WORKS within ninety (90) days of the date upon which the claim arose. At least thirty (30) days have elapsed since the service of the Notice of Claim, as aforesaid, and TOWN OF AMHERST, TOWN OF AMHERST HIGHWAY DEPARTMENT, TOWN OF AMHERST BUILDING DEPARTMENT, TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS, VILLAGE OF WILLIAMSVILLE NEW YORK and VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS have failed and neglected to adjust or pay the said claim.

23. This action falls within one or more of the exceptions set forth in CPLR § 1602.

24. As a result of the foregoing, the plaintiffs have sustained general and special damages in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST DEFENDANTS, ABOVE-NAMED. THE PLAINTIFF, GARY CASARELLA, ALLEGES:

25. Repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "24" of the Complaint with the same force and effect as fully set forth herein.

26. At all times herein mentioned, the plaintiff, GARY CASARELLA, was the husband of the plaintiff, MARY ANN CASARELLA, and was entitled to her services, society, consortium and companionship.

27. Upon information and belief, as a result of the aforesaid incident, the plaintiff, GARY CASARELLA, was deprived of the services, society, consortium and companionship of his spouse.

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28. Upon information and belief, as a result of the aforesaid incident, the plaintiff, GARY CASARELLA, was caused to and did incur medical expense and may incur further medical expense for the treatment of his spouse.

29. As a result of the foregoing, the plaintiffs have sustained general and special damages in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

WHEREFORE, the plaintiffs demand judgment against the defendants, TOWN OF AMHERST, TOWN OF AMHERST HIGHWAY DEPARTMENT, TOWN OF AMHERST BUILDING DEPARTMENT, TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS, VILLAGE OF WILLIAMSVILLE NEW YORK, VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS, ROBERT T. CARNCROSS and TRACY L. CARNCROSS, either jointly or severally, in the First Cause of Action in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction; in the Second Cause of Action in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction; and for such other, further or different relief as the Court may deem just and proper, together with the costs and disbursements of the action.

DATED: Buffalo, New York
December 5, 2023

LIPSITZ GREEN SCIME CAMBRIA LLP

By: _____
MICHAEL P. STUERMER, ESQ.
Attorneys for Plaintiffs
Office and P.O. Address
42 Delaware Avenue, Suite 120
Buffalo, New York 14202-3924
(716) 849-1333
[MPS : #71835.0001]

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Attachment: DOC120823-1208203140537 (COM-2023-143 : Summons & Complaint: Mary Ann Casarella and Gary Casarella Vs. Town of

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Town Clerk
DOC ID: 28332

COMMUNICATION 2023-144 **REFERRED**

Summons & Complaint: Susan McKie and Richard McKie Vs. Town of Amherst Et Al.

12/18/2023
Referred to Town Attorney

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

15.5.a

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

SUSAN MCKIE and
RICHARD MCKIE, her spouse,

Plaintiffs,

vs.

TOWN OF AMHERST
5583 Main Street
Williamsville, New York 14221

TOWN OF AMHERST HIGHWAY DEPARTMENT
1042 North Forest Road
Williamsville, New York 14221

TOWN OF AMHERST BUILDING DEPARTMENT
5583 Main Street
Williamsville, New York 14221

TOWN OF AMHERST HIGHWAY DEPARTMENT
PARKS & FORESTY DIVISIONS
1042 North Forest Road
Williamsville, New York 14221

TOWN OF AMHERST ENGINEERING DEPARTMENT
1100 North Forest Road
Williamsville, New York 14221

VILLAGE OF WILLIAMSVILLE NEW YORK
5565 Main Street
Williamsville, New York 14221

VILLAGE OF WILLIAMSVILLE NEW YORK
DEPARTMENT OF PUBLIC WORKS
40 S. Long Street
Williamsville, New York 14221

LESLIE PERCIVAL

Index No. **815728/2023**

Plaintiffs designate Erie County as the place of trial

The basis of venue is Plaintiffs' residence

SUMMONS

Plaintiffs reside at

County of Erie

DEC 8 2023 AM 11:56

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15.5.a

JAMES G. PERCIVAL

JOHN C. SPEAKS IV

Defendants.

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your answer, or, if the Complaint is not served with this Summons, to serve a notice of appearance, on the Plaintiffs' Attorneys within TWENTY (20) DAYS after the service of this Summons, exclusive of the day of service (or within THIRTY (30) DAYS after the service is complete if this Summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

DATED: Buffalo, New York
December 6, 2023

LIPSITZ GREEN SCIME CAMBRIA LLP

By: _____
MICHAEL P. STUERMER, ESQ.
Attorneys for Plaintiffs
Office and P.O. Address
42 Delaware Avenue, Suite 120
Buffalo, New York 14202-3924
(716) 849-1333
[MPS : #71770.0001]

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FILED: ERIE COUNTY CLERK 12/06/2023 09:26 AM INDEX NO. 815728/2023
NYSCEF DOC. NO. 1 RECEIVED NYSCEF: 12/06/2023

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

SUSAN MCKIE and
RICHARD MCKIE, her spouse,

Index No. **815728/2023**

Plaintiffs,

vs.

COMPLAINT

TOWN OF AMHERST
5583 Main Street
Williamsville, New York 14221

TOWN OF AMHERST HIGHWAY DEPARTMENT
1042 North Forest Road
Williamsville, New York 14221

TOWN OF AMHERST BUILDING DEPARTMENT
5583 Main Street
Williamsville, New York 14221

TOWN OF AMHERST HIGHWAY DEPARTMENT
PARKS & FORESTY DIVISIONS
1042 North Forest Road
Williamsville, New York 14221

TOWN OF AMHERST ENGINEERING DEPARTMENT
1100 North Forest Road
Williamsville, New York 14221

VILLAGE OF WILLIAMSVILLE NEW YORK
5565 Main Street
Williamsville, New York 14221

VILLAGE OF WILLIAMSVILLE NEW YORK
DEPARTMENT OF PUBLIC WORKS
40 S. Long Street
Williamsville, New York 14221

LESLIE PERCIVAL

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JAMES G. PERCIVAL

JOHN C. SPEAKS IV

Defendants.

Plaintiffs, above named, by their attorneys LIPSITZ GREEN SCIME CAMBRIA LLP, for their Complaint against the defendants, TOWN OF AMHERST, TOWN OF AMHERST HIGHWAY DEPARTMENT, TOWN OF AMHERST BUILDING DEPARTMENT, TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS, TOWN OF AMHERST ENGINEERING DEPARTMENT, VILLAGE OF WILLIAMSVILLE NEW YORK, VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS, LESLIE PERCIVAL, JAMES G. PERCIVAL and JOHN C. SPEAKS IV, allege:

AS AND FOR A FIRST CAUSE OF ACTION AGAINST DEFENDANTS, ABOVE-NAMED. THE PLAINTIFFS, SUSAN MCKIE AND RICHARD MCKIE, ALLEGE:

1. The plaintiffs, SUSAN MCKIE and RICHARD MCKIE, at all times hereinafter mentioned, were and still are residents of the Town of Amherst located within the County of Erie and the State of New York.

2. Upon information and belief, the defendant, TOWN OF AMHERST, is a municipal corporation duly organized and existing under and pursuant to the laws of the State of New York.

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3. Upon information and belief, the defendant, TOWN OF AMHERST HIGHWAY DEPARTMENT, is a municipal corporation duly organized and existing under and pursuant to the laws of the State of New York.

4. Upon information and belief, the defendant, TOWN OF AMHERST BUILDING DEPARTMENT, is a municipal corporation duly organized and existing under and pursuant to the laws of the State of New York.

5. Upon information and belief, the defendant, TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS, is a municipal corporation duly organized and existing under and pursuant to the laws of the State of New York.

6. Upon information and belief, the defendant, TOWN OF AMHERST ENGINEERING DEPARTMENT, is a municipal corporation duly organized and existing under and pursuant to the laws of the State of New York.

7. Upon information and belief, the defendant, VILLAGE OF WILLIAMSVILLE NEW YORK, is a municipal corporation duly organized and existing under and pursuant to the laws of the State of New York.

8. Upon information and belief, the defendant, VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS, is a municipal corporation duly organized and existing under and pursuant to the laws of the State of New York.

9. Upon information and belief, at all times hereinafter mentioned, the defendant, LESLIE PERCIVAL, was and still is a resident of the Town of Amherst located within the County of Erie and the State of New York.

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10. Upon information and belief, at all times hereinafter mentioned, the defendant, JAMES G. PERCIVAL, was and still is a resident of the Town of Amherst located within the County of Erie and the State of New York.

11. Upon information and belief, at all times hereinafter mentioned, the defendant, JOHN C. SPEAKS IV, is a resident of the City of New York located within the County of New York and the State of New York.

12. Upon information and belief, at all times hereinafter mentioned, the defendants, TOWN OF AMHERST and/or TOWN OF AMHERST HIGHWAY DEPARTMENT and/or TOWN OF AMHERST BUILDING DEPARTMENT and/or TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS and/or TOWN OF AMHERST ENGINEERING DEPARTMENT and/or VILLAGE OF WILLIAMSVILLE NEW YORK and/or VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS and/or LESLIE PERCIVAL and/or JAMES G. PERCIVAL and/or JOHN C. SPEAKS IV, were the owners of the sidewalk area in front of the premises, located at 33 Heathwood Road, in the Town of Amherst, County of Erie and State of New York.

13. Upon information and belief, at all times hereinafter mentioned, the defendants, TOWN OF AMHERST and/or TOWN OF AMHERST HIGHWAY DEPARTMENT and/or TOWN OF AMHERST BUILDING DEPARTMENT and/or TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS and/or TOWN OF AMHERST ENGINEERING DEPARTMENT and/or VILLAGE OF WILLIAMSVILLE NEW YORK and/or VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS and/or LESLIE PERCIVAL and/or JAMES G.

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PERCIVAL and/or JOHN C. SPEAKS IV, by their agents, servants and/or employees, operated the sidewalk area in front of the premises, located at 33 Heathwood Road, in the Town of Amherst, County of Erie and State of New York.

14. Upon information and belief, at all times hereinafter mentioned, the defendants, TOWN OF AMHERST and/or TOWN OF AMHERST HIGHWAY DEPARTMENT and/or TOWN OF AMHERST BUILDING DEPARTMENT and/or TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS and/or TOWN OF AMHERST ENGINEERING DEPARTMENT and/or VILLAGE OF WILLIAMSVILLE NEW YORK and/or VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS and/or LESLIE PERCIVAL and/or JAMES G. PERCIVAL and/or JOHN C. SPEAKS IV, by their agents, servants and/or employees, maintained the sidewalk area in front of the premises, located at 33 Heathwood Road, in the Town of Amherst, County of Erie and State of New York.

15. Upon information and belief, at all times hereinafter mentioned, the defendants, TOWN OF AMHERST and/or TOWN OF AMHERST HIGHWAY DEPARTMENT and/or TOWN OF AMHERST BUILDING DEPARTMENT and/or TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS and/or TOWN OF AMHERST ENGINEERING DEPARTMENT and/or VILLAGE OF WILLIAMSVILLE NEW YORK and/or VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS and/or LESLIE PERCIVAL and/or JAMES G. PERCIVAL and/or JOHN C. SPEAKS IV, by their agents, servants and/or employees, managed the sidewalk area in front of the premises, located at 33 Heathwood Road, in the Town of Amherst, County of Erie and State of New York.

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16. Upon information and belief, at all times hereinafter mentioned, the defendants, TOWN OF AMHERST and/or TOWN OF AMHERST HIGHWAY DEPARTMENT and/or TOWN OF AMHERST BUILDING DEPARTMENT and/or TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS and/or TOWN OF AMHERST ENGINEERING DEPARTMENT and/or VILLAGE OF WILLIAMSVILLE NEW YORK and/or VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS and/or LESLIE PERCIVAL and/or JAMES G. PERCIVAL and/or JOHN C. SPEAKS IV, by their agents, servants and/or employees, constructed the sidewalk area in front of the premises, located at 33 Heathwood Road, in the Town of Amherst, County of Erie and State of New York.

17. Upon information and belief, at all times hereinafter mentioned, the defendants, TOWN OF AMHERST and/or TOWN OF AMHERST HIGHWAY DEPARTMENT and/or TOWN OF AMHERST BUILDING DEPARTMENT and/or TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS and/or TOWN OF AMHERST ENGINEERING DEPARTMENT and/or VILLAGE OF WILLIAMSVILLE NEW YORK and/or VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS and/or LESLIE PERCIVAL and/or JAMES G. PERCIVAL and/or JOHN C. SPEAKS IV, by their agents, servants and/or employees, controlled the sidewalk area in front of the premises, located at 33 Heathwood Road, in the Town of Amherst, County of Erie and State of New York.

18. Upon information and belief, at all times hereinafter mentioned, the defendants, TOWN OF AMHERST and/or TOWN OF AMHERST HIGHWAY DEPARTMENT and/or TOWN OF AMHERST BUILDING DEPARTMENT and/or TOWN

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OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS and/or TOWN OF AMHERST ENGINEERING DEPARTMENT and/or VILLAGE OF WILLIAMSVILLE NEW YORK and/or VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS and/or LESLIE PERCIVAL and/or JAMES G. PERCIVAL and/or JOHN C. SPEAKS IV, by their agents, servants and/or employees, designed the sidewalk area in front of the premises, located at 33 Heathwood Road, in the Town of Amherst, County of Erie and State of New York.

19. Upon information and belief, on the 17th day of September, 2022, at approximately 3:50 p.m., the plaintiff, SUSAN MCKIE, while traversing the sidewalk area in front of the aforesaid premises, was caused to trip and fall, on a raised portion of the sidewalk area, resulting in serious injuries to the plaintiff.

20. Upon information and belief, the incident hereinbefore described and the resultant injuries were caused as a result of the negligent, careless, reckless and/or unlawful conduct on the part of the defendants, TOWN OF AMHERST and/or TOWN OF AMHERST HIGHWAY DEPARTMENT and/or TOWN OF AMHERST BUILDING DEPARTMENT and/or TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS and/or TOWN OF AMHERST ENGINEERING DEPARTMENT and/or VILLAGE OF WILLIAMSVILLE NEW YORK and/or VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS and/or LESLIE PERCIVAL and/or JAMES G. PERCIVAL and/or JOHN C. SPEAKS IV, by their agents, servants and/or employees in the ownership, operation, maintenance, management, construction, control and design of the aforesaid sidewalk area in front of the aforesaid premises, and, among other things, said negligence of the defendants, TOWN OF AMHERST and/or TOWN OF

Attachment: DOC120823-12082023143924 (COM-2023-144 : Summons & Complaint: Susan McKie and Richard McKie Vs. Town of Amherst Et

AMHERST HIGHWAY DEPARTMENT and/or TOWN OF AMHERST BUILDING DEPARTMENT and/or TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS and/or TOWN OF AMHERST ENGINEERING DEPARTMENT and/or VILLAGE OF WILLIAMSVILLE NEW YORK and/or VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS and/or LESLIE PERCIVAL and/or JAMES G. PERCIVAL and/or JOHN C. SPEAKS IV, by their agents, servants and/or employees was exhibited in defendants in allowing and permitting the existence of a raised portion of the sidewalk area, causing a hazard and danger to persons traveling thereon; in failing and omitting to use proper maintenance and care of the sidewalk area in front of the aforesaid premises; in allowing and permitting the said sidewalk area to be in a raised condition so as to constitute a hazard and danger to people using the said sidewalk; in allowing and permitting a portion of the sidewalk to extend and protrude higher than the remainder of the sidewalk, thereby creating an unsafe, hazardous, dangerous and defective condition; in failing and omitting to provide warning signs or barriers where a hazard existed; in failing and omitting to provide reasonable and adequate protection for the lives, health and safety of plaintiff and other persons lawfully traversing the sidewalk area; in failing and omitting to avoid the incident, which in the exercise of reasonable care, could and should have been avoided; in allowing and permitting the aforesaid sidewalk area to be used when such was in an unsafe, dangerous, hazardous and defective condition, and in allowing and permitting it to be and remain in such condition, without warning plaintiffs and others of its existence.

21. Upon information and belief, the aforesaid raised portion of the sidewalk area and the dangerous and hazardous condition created thereby existed for a sufficient

Attachment: DOC120823-12082023143924 (COM-2023-144 : Summons & Complaint: Susan McKie and Richard McKie Vs. Town of Amherst Et

length of time to give both actual and constructive notice to the defendants, including notice by reasonable inspection.

22. Upon information and belief, the defendants, TOWN OF AMHERST and/or TOWN OF AMHERST HIGHWAY DEPARTMENT and/or TOWN OF AMHERST BUILDING DEPARTMENT and/or TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS and/or TOWN OF AMHERST ENGINEERING DEPARTMENT and/or VILLAGE OF WILLIAMSVILLE NEW YORK and/or VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS and/or LESLIE PERCIVAL and/or JAMES G. PERCIVAL and/or JOHN C. SPEAKS IV, affirmatively created the dangerous and hazardous condition complained of herein.

23. As a result of the alleged incident, the plaintiff, SUSAN MCKIE, sustained bodily injuries and was painfully and seriously injured, and some of the injuries may result in permanent defect; was rendered sick, sore, lame and disabled; sustained pain and suffering and shock to her nerves and nervous system; was caused to and did seek medical aid and attention; was caused to be confined to hospital, bed and home; was caused to and did incur great medical expenses and may incur further medical expense; was caused to be incapacitated from her usual activities and may be further incapacitated.

24. Heretofore, and on or about the 5th day of December, 2022, a Notice of Claim was served on behalf of the plaintiffs upon TOWN OF AMHERST, TOWN OF AMHERST HIGHWAY DEPARTMENT, TOWN OF AMHERST BUILDING DEPARTMENT, TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS, VILLAGE OF WILLIAMSVILLE NEW YORK and VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS, in duplicate, which

Attachment: DOC120823-12082023143924 (COM-2023-144 : Summons & Complaint: Susan McKie and Richard McKie Vs. Town of Amherst Et

Notice of Claim sets forth the name and post office address of SUSAN MCKIE and RICHARD MCKIE, claimants, the name and post office address of their attorneys, the nature of the claim, the time when, the place where, and the manner in which the claim arose, together with the items of damages and injuries then known to exist, and the said Notice of Claim was served upon TOWN OF AMHERST, TOWN OF AMHERST HIGHWAY DEPARTMENT, TOWN OF AMHERST BUILDING DEPARTMENT, TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS, VILLAGE OF WILLIAMSVILLE NEW YORK and VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS within ninety (90) days of the date upon which the claim arose. At least thirty (30) days have elapsed since the service of the Notice of Claim, as aforesaid, and TOWN OF AMHERST, TOWN OF AMHERST HIGHWAY DEPARTMENT, TOWN OF AMHERST BUILDING DEPARTMENT, TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS, VILLAGE OF WILLIAMSVILLE NEW YORK and VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS have failed and neglected to adjust or pay the said claim.

25. This action falls within one or more of the exceptions set forth in CPLR § 1602.

26. As a result of the foregoing, the plaintiffs have sustained general and special damages in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

Attachment: DOC120823-1208202314392 4 (COM-2023-144 : Summons & Complaint: Susan McKie and Richard McKie Vs. Town of Amherst Et

AS AND FOR A SECOND CAUSE OF ACTION AGAINST DEFENDANTS, ABOVE-NAMED. THE PLAINTIFF, RICHARD MCKIE, ALLEGES:

27. Repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "25" of the Complaint with the same force and effect as fully set forth herein.

28. At all times herein mentioned, the plaintiff, RICHARD MCKIE, was the husband of the plaintiff, SUSAN MCKIE, and was entitled to her services, society, consortium and companionship.

29. Upon information and belief, as a result of the aforesaid incident, the plaintiff, RICHARD MCKIE, was deprived of the services, society, consortium and companionship of his spouse.

30. Upon information and belief, as a result of the aforesaid incident, the plaintiff, RICHARD MCKIE, was caused to and did incur medical expense and may incur further medical expense for the treatment of his spouse.

31. As a result of the foregoing, the plaintiffs have sustained general and special damages in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

WHEREFORE, the plaintiffs demand judgment against the defendants, TOWN OF AMHERST, TOWN OF AMHERST HIGHWAY DEPARTMENT, TOWN OF AMHERST BUILDING DEPARTMENT, TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS, TOWN OF AMHERST ENGINEERING DEPARTMENT, VILLAGE OF WILLIAMSVILLE NEW YORK, VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS, LESLIE PERCIVAL, JAMES G. PERCIVAL and

Attachment: DOC120823-12082023143924 (COM-2023-144 : Summons & Complaint: Susan McKie and Richard McKie Vs. Town of Amherst Et

15.5.a

JOHN C. SPEAKS IV, either jointly or severally, in the First Cause of Action in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction; in the Second Cause of Action in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction; and for such other, further or different relief as the Court may deem just and proper, together with the costs and disbursements of the action.

DATED: Buffalo, New York
December 6, 2023

LIPSITZ GREEN SCIME CAMBRIA LLP

By: _____
MICHAEL P. STUERMER, ESQ.
Attorneys for Plaintiffs
Office and P.O. Address
42 Delaware Avenue, Suite 120
Buffalo, New York 14202-3924
(716) 849-1333
[MPS : #71770.0001]

6259711v1 - 071770.0001

Attachment: DOC120823-12082023143924 (COM-2023-144 : Summons & Complaint: Susan McKie and Richard McKie Vs. Town of Amherst Et

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 28392 **RESOLUTION 2023-1058** **ADOPTED**

Lawley Insurance Proposal/Binder ($TBD) (CRS #4505)

SUSPENSION AGENDA ITEM : DECEMBER 18TH, 2023

TO: **Town Board**

FROM: **Martin A. Polowy, Esq., Town Attorney**

DATE: **December 18, 2023**

RE: **Lawley Insurance Proposal/Binder ($TBD) (CRS #4505)**
Excess A - [$377,998.00] (CRS #4506)
Excess B (Part 1) - $5 Million Excess $10 Million [$158,625.00] (CRS #4507)
Excess B (Part 2) - $5 Million Excess $15 Million (Excluding Law Enforcement) [$62,423.02] (CRS #4507)
Excess B (Part 3) - $5 Million Excess $15 Million (Law Enforcement Only) [$38,849.19] (CRS #4507)
Property - Travelers ($277,989.00 Premium + $852.00 Fire Fee) (CRS #4508)
Crime - Travelers ($4,584) (CRS #4509)
Excess Workers Comp. - ($152,959.00)(CRS #4510)
Cyber Insurance - Cowbell Insurance ($82,291.00) (CRS #4511)

Kindly adopt a resolution (1) authorizing the Supervisor or the Town Attorney to bind insurance coverage in the amounts outlined above; and (2) authorizing the Supervisor to execute all related contracts and insurance binders with respect to the specific coverages pending successful completion of the Contract Routing System (CRS).

Thank you.

MAP:nmb
c: Tim Koller, Deputy Town Clerk
(**Suspension Agenda Item - December 18, 2023**)
Lynda Juul, Director of Finance
Daryl C. Bramer, CPA, Town Comptroller

12/18/2023
A motion to approve was made by Deputy Supervisor Bucki, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

tbd

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Deborah Bruch Bucki, Deputy Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 12/18/23 07:00 PM
Department: Town Clerk
Initiated by: **Francina J. Spoth**
Co-Sponsored by:

DOC ID: 28391 **RESOLUTION 2023-1059** **ADOPTED**

Purchase of One 8.5' X 16' Enclosed Trailer CRS #4518

Agenda - December 18, 2023

Honorable Town Board
Town of Amherst

5583 Main Street
Williamsville, New York 14221

RE: Purchase of one 8.5' X 16' Enclosed Trailer
CRS No. 4518

Councilmembers:

We are requesting Town Board approval to purchase an 8.5' X 16' enclosed trailer to be used for confined space operations (quote bid tab is attached). The purchase is from L.O.E Trailer sales of WNY LLC, 40 Connecting Blvd, N. Tonawanda, NY 14120 for a total cost of $ 12,234.70 per the lowest quote.

Funding for this purchase is available from budget code G9000-2550 which requires Town Board approval.

This request is pending successful completion of the contract review process.

Thank you for considering this request.

Sincerely,

Jeffrey S. Burroughs, P.E.
Town Engineer

12/18/2023
A motion to approve was made by Deputy Supervisor Bucki, seconded by Councilmember Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

account G9000-2550

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Deborah Bruch Bucki, Deputy Supervisor
SECONDER:	Shawn Lavin, Councilmember
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Bid Tab for 8.5 X 16 Enclosed Trailers

Vendor	Amount
L.O.E. Trailer Sales of WNY, LLC	$ 12,234.70
Southside Trailer Service Inc	$ 12,816.00
WNY Accessory Shop & Trailer Sales	$ 13,100.00

Attachment: Enclosed TRailer purchase- backup (RES-2023-1059 : Purchase of One 8.5' X 16' Enclosed Trailer CRS #4518)

Retail Quote - Cross Trailers

40 Connecting Blvd. N. Tonawanda, NY 14120
USA
Phone: (716) 692-4975 Fax: (716) 260-2593

Created on: 12/08/2023
Modified on: 12/08/2023
Printed on: 12/08/2023

Dealer Name	L.O.E. Trailer Sales of WNY, LLC	Rep	Tyler Copeland	Quote #	TL-13545
Rep Email	tyler@loetrailers.com			Version #	0
Retail info/PO#	Town of Amherst			Sales Rep	
Model	816TA	Color	White	Body Type	ARROW

Part ID	Description	UOM	QTY	Total	Notes
816TA	8.5X16 ALPHA SERIES	EA	1	$10,302.78	
00-0033	7 Pin Electrical Plug	EA	1	$0.00	
00-0060	4 Way Electric Brakes with Breakaway kit	EA	1	$0.00	
00-0039	Flat Top	EA	1	$0.00	
00-0046	1 Piece Seamless Aluminum Roof	EA	1	$0.00	
00-0038	Exterior White Out L.E.D. Lighting	EA	1	$0.00	
00-0037	DOT Approved Lighting and Safety Equipment	EA	1	$0.00	
00-0052	Clear 1000 Coated Door Hardware	EA	1	$0.00	
00-0041	Limited 3 Year Warranty	EA	1	$0.00	
P-0104	L.O.E. 8X PACKAGE - CROSS LOGO ON REAR	PKG	1	$0.00	
A-0034	Arrow Wedge	EA	1	$0.00	
00-0066	78" Interior Height Standard	RFT	16	$0.00	
00-0011	2" X 6" Welded Tubular Steel Main Frame (A-77")	RFT	16	$0.00	
00-0054	16" On Center Crossmembers	RFT	16	$0.00	
00-0056	16" On Center Walls and Roof Studs	RFT	16	$0.00	
00-0110	11,600# Safety Chains with Clevis Hook	PAIR	1	$0.00	
00-0113	10,000# Chain Holder	PAIR	1	$0.00	
00-0022	3500# Spring Tandem Axles	PKG	1	$0.00	
D-37	ST205/75R15 LRD Radials	AXLE	2	$0.00	
D-0002B	15" 5 Lug Black Spider Aluminum Rims	AXLE	2	$527.78	Chrome Center Cap and Lugs
D-0009B	ST205/75R15 LRD Spare With 5 Lug Black Spider Aluminum Rim	EA	2	$536.12	
B-0002	2 5/16" 12,000# Adj Coupler Upg From Std 2 5/16" Coupler	EA	1	$140.28	
00-0059	5,000# Top Crank A-Frame Jack	EA	1	$0.00	
00-0045	Ramp Door with 32" Beavertail and Flap	EA	1	$0.00	
F-0038	Ramp Door Hinges - Rear	EA	3	$0.00	
00-0031	46" Curbside Econo RV Door & Stepwell - 76" Tall Opening	EA	1	$0.00	

Attachment: Enclosed TRailer purchase- backup (RES-2023-1059 : Purchase of One 8.5' X 16' Enclosed Trailer CRS #4518)

Trailer Quote TL-13545

00-0018	3/8" Water Resistant Walls	RFT	16	$0.00	
00-0016	3/4" Water Resistant Floor	RFT	24	$0.00	
00-0002	.030 Aluminum Exterior	RFT	16	$0.00	
00-0076	White	RFT	16	$0.00	
E-0010	Screwless Unit	RFT	16	$0.00	
00-0014	24" ATP Gravel Guard	EA	1	$0.00	
00-0036	Brushed Aluminum Fenders (1")	PAIR	1	$0.00	
J-0005	Recessed D-Ring (5,000#)	EA	4	$0.00	
K-0004	12 Volt Wall Switch	EA	1	$0.00	
K-0006	12 Volt LED Dome Light - 800+ Lumens	EA	3	$29.16	
G-0009	Ladder	EA	1	$381.94	CS Wedge Wall
H-0018	Walk On Roof - 3/8 Panels	RFT	16	$316.64	WELD - ADD 2'' STRAP ABOVE ROOF BOWS

Order Notes:

Thank You For Your Business!

This in Not A Confirmed Order Until You Have Received A Confirmation Or Receipt Via Fax Or E-Mail

Customer Signature: _____

Subtotal	$12,234.70
Freight	$0.00
Doc/Title Fee	$0.00
Discount	$0.00
Total Amount	$12,234.70

Attachment: Enclosed TRailer purchase- backup (RES-2023-1059 : Purchase of One 8.5' X 16' Enclosed Trailer CRS #4518)

Novae

LOOK TRAILERS By Novae

11550 Harter Drive
Middlebury, IN 46540
P: 574-848-5665
F: 574-848-5660

Quote

Quote #:	QT406502
Entry Date:	12/13/23
Completion Date:	12/13/23
Customer PO:	
Sales Rep:	krichardson
Payment Terms:	Due Upon Delivery
Product:	ENCLOSED-LMB
CONFIG:	**Engineering**

Sold To

Southside Trailer Service Inc
310 Lake Ave
Blasdell, NY 14219-0500
P: (716) 874-3381
F: (716) 874-7626

Ship To

Southside Trailer Service Inc
310 Lake Ave
Blasdell, NY 14219-0500
P: (716) 874-3381
F: (716) 874-7626

Item	Model	Qty
8.5 x 16 Element SE Flat Top Sloped V-Nose Enclosed Car Hauler Trailer 7K(White)	K10216SESVCH-070	1

Standard Features Per Trailer:

6" Tube Main Frame	Rear Ramp Door with Spring Assist	1.5" Bottom Trim
6" A-Frame Triple Tube Tongue	16" Wood Ramp Flap	24" Tall Straight ATP Stone Guard
16" On-Center Full Height Crossmembers	ATP Fender Flares	Large J-Trim on Ramp Door(s)
16" On-Center Tube Sidewalls	Drop Spring Brake Axle(s)	Color Matching Rear Hoop
16" On-Center Roof Bows	Breakaway Battery with Switch	Sidewall Vents
30" Deep Sloped V-Nose with 6" Drop	Superlube Hubs	78" Interior Height
32" Beavertail	ST205/75R15 'C' Radial Tires	High Performance Wood Walls and Trim
2-5/16" A-Frame Ball Coupler	15" Silver Steel Wheels	Lauan Ceiling Liner Strip
Safety Chains	Automotive Undercoating	3/4" High Performance Wood Flooring
7-Way Electric Plug	0.030 Aluminum Exterior	(4) 5K D-Rings
2K Coupler Mounted Jack	Screwless Exterior	(2) LED Dome Light(s) with Switch
36" Wide Entry Door with Flush Lock	Seamless Aluminum Roof	Bullet LED Marker and Clearance Lights
Metal Wire Door Holdback	ATP Nose Cap	Slimline LED Tail Lights with Integrated Backup Light
Interior Recessed Step	2.5" Top Trim	

Selected Options Per Trailer:

Color, White	KUPGEN1567	16
Spare 205/75R15 5 Bolt LR C Black Aluminum Wheel NOTE: (2) Spare Tires	KUPGEN1031	2
Additional 12in Extended 3-pc Hitch & Adjustable Coupler (6in Main Rails)	KUPGEN1067	1
Interior 12V LED Dome Light NOTE: Total of (3) Dome Lights Evenly Spaced	KUPGEN1172	1
Upgrade to 12 OC Roof Bows - Place Holder	KUPGEN1314	1
Upgrade to Black Aluminum Wheel Assembly - ST205/75R15, 5 Lug	KUPGEN1014	2
Stationary Aluminum Ladder Mounted on C/S V-Nose Wall	KUPGEN1081	1
Reinforced Roof Reinforced Roof w/ 3/8" High Performance Over Tops of Roof Bows & Underneath One Piece Aluminum Roof	KUPGEN1081	1

* Sales Tax Exempt

x

$ 12,816

State Contract # PC68965

Attachment: Enclosed TRailer purchase- backup (RES-2023-1059 : Purchase of One 8.5' X 16' Enclosed Trailer CRS #4518)

CAR ★ MATE
TRAILERS INC ★★★★

Date	Quote #
12/7/2023	15616

Car Mate Trailers, Inc.
P.O. Box 155
Leeper, PA 16233
800-733-8856

WNY Accessory Shop & Trailer Sales I
6563 S. Transit Road
Lockport, NY 14094

Trailer #	Size	Model Series	GVWR	Price
CM816C-CT	8 x 16	CUSTOM CAR TRAILER	7,000	$11,175.00
NO SKIN COLOR / BLACK FRAME				
3500# AXLES, 2 5/16" COUPLER, BARGMAN 7-POLE PLUG, ELECTRIC BRAKES, 48" SIDE MAN DOOR W/INSIDE STEP, RAMP REAR DOOR				

Item	Description	Qty	Price	Amount
C-450	REINFORCED ROOF, PER LI FT	16.00	24.70	395.20
C-114	ALUM SPLIT SPOKE W/BLACK INLAY 205/75R15C, EXCHANGE	4.00	150.00	600.00
C-101	SPARE ALUM SPLIT SPOKE W/BLACK INLAY 205/75R15 C TIRE	2.00	315.00	630.00
C-372	EXTRA CROSS MEMBERS IN FLOOR, 16" ON CENTERS	4.00	45.50	182.00
C-460	ADDITIONAL ROOF BOW(S), 16" ON CENTERS	4.00	45.50	182.00
C-201	36" W PADDLE LATCH DOOR W/O CAM LOCK (5100MH) EXCHANGE FOR MAN DOOR	1.00	487.50	487.50
C-301	12V LED 9" CEILING LIGHT-REQ. SWITCH-unfinished ceiling	3.00	58.50	175.50
C-302	WALL SWITCH, 110V OR 12V, SINGLE POLE	1.00	58.50	58.50
C-453	ALUM LADDER W/TOP HANDRAIL & DIA. PLATE ON DRAW BAR	1.00	487.50	487.50
C-151	ADJ 2 5/16" COUPLER W/8K JACK (REQUIRES TRIPLE A-FRAME)	1.00	455.00	455.00

Build Time: 8 TO 14 WEEKS *

undercoating -$500

Total: ~~14,828.20~~ $13,100

Lifetime Plus 10 Warranty! Lifetime on one-piece aluminum roof, 3/4" plywood flooring, and all LED lighting. Also, a 5-year workmanship warranty. Dexter Torflex Axles carry a 10-year warranty and Dexter sprung axles carry a 5-year warranty.

Suspension is Dexter Torflex.
Paddle Latch door 36" Wide.

Prices and specifications are subject to change!

Attachment: Enclosed TRailer purchase- backup (RES-2023-1059 : Purchase of One 8.5' X 16' Enclosed Trailer CRS #4518)

Addendum to Contract Minor Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate

(c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis. A failure by Contractor to assure that any policy procured by any subcontractor or sub-subcontractor name the Town as an additional insured on a primary and non-contributory basis, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney

Attachment: Enclosed TRailer purchase- backup (RES-2023-1059 : Purchase of One 8.5' X 16' Enclosed Trailer CRS #4518)

fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit regardless of whether the Town is successful in said suit.

(e) A failure by Contractor to procure the General Liability, Professional Liability and/or Property Damage policies referenced above, or the failure to have the Town of Amherst as an additional insured on a primary, non-contributory basis on said policies, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit and/or of the indemnification provisions regardless of whether the Town is successful in said suit.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or

Attachment: Enclosed TRailer purchase- backup (RES-2023-1059 : Purchase of One 8.5' X 16' Enclosed Trailer CRS #4518)

employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

L&E Trailer Sales of WNY

Print Name of Company

By: _____

Signature

Tyler Coffland

Printed name

Date: 12/15/23

Agreed to and Accepted by:

Town of Amherst

By: _____

Brian J. Kulpa, Supervisor

Date: _____

Revised 10-31-22 SJS

Attachment: Enclosed TRailer purchase- backup (RES-2023-1059 : Purchase of One 8.5' X 16' Enclosed Trailer CRS #4518)

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: L&E Trailer Sales of WNY

Signature: [signature]

Print Name: Tyler Copeland

Title: GM

Date: 12/15/23

Sworn To Before Me This

_____ Day of _____, 20__

_____

Notary Public

Revised 4.2017

Attachment: Enclosed TRailer purchase- backup (RES-2023-1059 : Purchase of One 8.5' X 16' Enclosed Trailer CRS #4518)

CERTIFICATE OF LIABILITY INSURANCE

DATE 10/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Barbara Hejna
Stahlka Agency, Inc 6724 Main St Williamsville NY 14221	PHONE (A/C, No, Ext): (716) 634-7070 FAX (A/C, No): (716) 634-6411 E-MAIL ADDRESS: barb@ksrothinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Erie Insurance Co — 2626
INSURED LOE Trailer Sales Southtowns LLC 40 Connecting Blvd. North Tonawanda NY 14120-1337	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 23-24 L A **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		Q61-0087498	04/01/2023	04/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			Q12-6580091	12/15/2022	12/15/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Amherst is included as an Additional Insured on a Primary Noncontributory Basis under the General Liability Policy if required by written contract.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark E. Stahlka

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