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, March 25, 2024 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

Jane Woodward (Councilmember for 15 years - 1991-2005; Member - 1982-1990 and Former Chair of Planning Board - 1990)

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on March 25, 2024 at Amherst Municipal Building, 5583 Main Street, Williamsville, NY.

Attendee Name	Organization	Title	Status	Arrived
Brian J. Kulpa	Town of Amherst	Supervisor	Present	
Shawn Lavin	Town of Amherst	Deputy Supervisor	Present	
Jacqualine Berger	Town of Amherst	Councilmember	Present	
Michael Szukala	Town of Amherst	Councilmember	Present	
Angela Marinucci	Town of Amherst	Councilmember	Present	
Francina J. Spoth	Town of Amherst	Town Clerk	Present	
Timothy Koller	Town of Amherst	Deputy Town Clerk	Present	
Martin A. Polowy	Town of Amherst	Town Attorney	Present	
Dan Howard	Town of Amherst	Planning Director	Present	
Lynda Juul	Town of Amherst	Director of Finance	Present	

V. MINUTES APPROVAL

1. Monday, March 11, 2024

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. Resolution 2024-173

1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard Requesting a Modification to Amend SEQRA Findings

Request to remove signage restrictions on the Findings Statement for Boulevard Consumer Square.

2/26/2024
Supervisor Kulpa made a motion to adjourn to the March 25th meeting per the petitioner's request, seconded by Councilmember Berger and unanimously approved 4-0.

3/25/2024
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 7:06 PM.

James Boglioli, Esq. presented.

The following resident spoke:
Allison Sagraves, 171 Amherstdale Rd

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the April 29th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:14 PM.

RESULT:	**DECISION DATE [UNANIMOUS]**	**Next: 4/29/2024 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci	

2. Resolution 2024-210

46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive Plan Amendment

Request to amend the Bicentennial Comprehensive Plan for 46, 54, 60, 68, 74 & 84 South Linden Street from Single Family Residential to Mixed Residential.

3/11/2024
Supervisor Kulpa made a motion to adjourn to the March 25th meeting per the petitioner's request, seconded by Councilmember Berger and unanimously approved 5-0.

3/25/2024
Supervisor Kulpa made a motion to adjourn to the June 10th meeting per the petitioner's request, seconded by Councilmember Berger and unanimously approved 5-0.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 6/10/2024 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci	

VIII. DEVELOPMENT REVIEW ACTIONS

1. Resolution 2024-261

SEQR Determination 1635 North French Road, Z-2023-10

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 1635 North French 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.

3/25/2024
Supervisor Kulpa made a motion to approve, seconded by Councilmember Berger and unanimously approved 5-0.

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

2. Resolution 2024-209

Adoption of Local Law to Amend the Zoning Map (1635 North French Road, Z-2023-10)

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 January 18, 2024 that the proposed Neighborhood Business District (NB) zoning at 1635 N. French 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 subject to the following condition as recommended by the Planning Board:

1. That any future site plan for development of 1635 North French Road include vehicular access to the adjoining parcel at 1639-1641 North French Road.

2. <u>That 1635 North French Road be limited to a single point of vehicular access to North French Road.</u>

<u>3/11/2024</u>
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 7:09 PM.

Ari Goldberg, Esq. and Torey Hirsch, presented and answered questions.

The following speakers raised concerns:
Michelle Coffey, 736 N French Rd
Dennis Miranda, 33 Landings Dr

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the March 25th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:30 PM.

<u>3/25/2024</u>
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger. A motion was then made by Supervisor Kulpa to amend, 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 Councilmember Berger and unanimously approved 5-0.

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

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 (2)

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 (2)

29. Youth Board

Adult vacancies (6), Youth vacancies (0)

30. Zoning Board of Appeals

X. PUBLIC EXPRESSION

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0. Public Expression was opened at 7:34 PM.

The following speakers addressed the Town Board:
Frank Belliotti, 61 Old Lyme - bonds & finance
Tom Weisbeck, 48 Drawbridge Ct - streetlights
Geri DiCosmo, 378 Meyer Rd - Resolution 2024-226
Andrea Morgante, 253 Woodshire Ct - Resolution 2024-226 & consent agenda
Jina Gentry, 65 Bissell Dr - contracts & board behavior
Allison Sagraves, 171 Amherstdale Rd - Resolution 2024-226

Danny Farrell, 92 Parkhaven Dr - tax hike
Lori Gondek, 125 Stahl Rd - issues with Modern Disposal
David Prisaznuk, 260 Schoelles Rd - North Amherst Fire District taxes
Nicole Pohancsek, 286 Haussauer Rd - board behavior
John Trabert, 234 Mt. Vernon Rd - streetlights
Matt Plunkett, 299 Northill Dr - Resolution 2024-274
Judy Ferraro, 213 Donna Lea Blvd - governance
Chris Drongosky, Youngs Rd - Westwood
Dave Howard, 194 Roycroft Blvd - Amherst Central Park
Bob Drdul, 92 Chateau Ter - Town cultural organizations & MusicalFare
Dennis Hoban, 216 California Dr - Town Budget
Paul Cercone, 52 Chateau Ter - assessment challenges
Keith Bailey, 2185 Hopkins Rd - reassessment

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 8:40 PM.

XI. CONSENT AGENDA

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

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

B. DEPUTY SUPERVISOR LAVIN:

C. COUNCILMEMBER BERGER:

1. Resolution 2024-262

Travel Authorization for Climate Reality Leadership Training

Please authorize expense reimbursement for travel for Councilmember Jacqualine Berger to attend the 2024 Climate Reality Leadership Training in New York City. The total cost for travel and conference registration will not to exceed $2,237.26. Funds are available in the Councilmembers 2024 budget A1220 4040.

3/25/2024
Consent

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

2. Resolution 2024-263

Appointment to Climate Smart Communities (CSC) Task Force

WHEREAS, Janet Lenichek has expressed interest in serving on the Climate Smart Communities Task Force;

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints Janet Lenichek to serve as a member on the CSC Task Force for the term to expire December 31, 2026.

3/25/2024
Consent

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

D. COUNCILMEMBER SZUKALA:

E. COUNCILMEMBER MARINUCCI:

1. Resolution 2024-264

Amherst Committee on Disabilities (CoD) Appointments

WHEREAS, the Amherst Committee on Disabilities (CoD) was established through Local Law Chapter 14A of Amherst Town Code by the Amherst Town Board October 1, 2007; and

WHEREAS, the CoD will study and offer suggestions and recommendations to improve compliance of the Town of Amherst with the goals and objectives of the Federal Americans with Disabilities Act, and to consider any other issues relevant to and important to disabled town residents; and

WHEREAS, the Committee on Disabilities will occasionally host events to educate the community about disabilities and handicaps community members may be challenged with; and

WHEREAS, the CoD has a maximum roster of fifteen (15) members and will serve (2) year terms; and

WHEREAS, the CoD currently has a Committee roster of five (5) members, who shall serve until their term of appointment expires, as follows:

Erika Rodman, Chairperson; 12/31/2024
David Wantuck, Vice-Chairperson; 12/31/2024
Chong Cheng, Member; 12/31/2024
Rachel Martin, Member; 12/31/2024
Susan Zummo, Member; 12/31/2024; and

WHEREAS, Luci Miranda, Barbara Robertson, Thomas Roetzer and David Whalen have served previously and have expressed interest in serving on the Amherst Committee on Disabilities; and

WHEREAS, Jamie Mobberly has expressed interest in serving on the CoD;

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints Luci Miranda, Barbara Robertson, Thomas Roetzer, David Whalen, and Jamie Mobberly to the Amherst Committee on Disabilities for a term to conclude December 31, 2026.

3/25/2024
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Angela Marinucci, Councilmember
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

2. Resolution 2024-265

Amherst Community Diversity Commission Appointments

WHEREAS, the purpose of the Amherst Community Diversity Commission (ACDC) is to enhance and increase cooperation, understanding, and dialogue among residents of diverse cultural, religious, socio-economic and racial backgrounds, and to promote inclusion throughout the town; and

WHEREAS, the Commission will study the demographics of Amherst, promote town-wide events that foster cultural awareness, increase minority participation on governmental boards, committees and in the town's workplace, and to facilitate meetings designed to promote a better understanding of who Amherst is as a community; and

WHEREAS, the Amherst Community Diversity Commission generally meets on the second Tuesday of the month, with the exception of July, August and December; and

WHEREAS, the ACDC has a maximum roster of 15 members, with the Supervisor and each Councilmember personally appointing up to three individual members who shall serve *a two year term*; and

WHEREAS, the ACDC currently has a Board of eight members, who shall continue to serve until their term of appointment expires, as follows:

Gul A. Rahman, Vice Chairperson, with a term that expires 12-31-2024
Melissa Abel, Member, with a term that expires 12-31-2025
Cynthia Bass, Member, with a term that expires 12-31-2025
Dr. Mohammed Khan, Member, with a term that expires 12-31-2024
Heidi Nicklaus Lefebvre, Member, with a term that expires 12-31-2024

WHEREAS, the Members of the Commission shall, by majority vote, elect a Chairperson from among the members and such officers as may be deemed necessary from time to time; and

WHEREAS, Anne Rohrer and Zhen Liu have expressed interest in being reappointed to the ACDC with a term to expire 12-31-2025, and Dr. Mohan Devgun has agreed to serve as Chair with term to expire 12-31-2024; and

WHEREAS, JoAnn Balazs, Yanhong Baranski, Della Gray-Hailey, Annette Herrman, Purima Srinivasan Mohan, and Danessia Scott-Warren, Esq., have expressed interest in being appointed to the ACDC;

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Amherst Town Board appoints Anne Rohrer, Zhen Liu and Dr. Devgun Mohan to the Amherst Community Diversity Commission, each for terms to conclude as mentioned above, and the Amherst Town Board appoints JoAnn Balazs, Yanhong Baranski, Della Gray-Hailey, Annette Herrman, Purima Srinivasan Mohan, and Danessia Scott-Warren, Esq., each for a term to expire on 12-31-25.

3/25/2024
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Angela Marinucci, Councilmember
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2024-266

Amherst Central Park Focus Area 3 (Bond Resolution - $11,000,000) ($8.5M Long-Term Borrowing; $2.5M Short-Term Borrowing for Working Capital (Principal to be Reimbursed by MusicalFare)

AGENDA ITEM : MARCH 25th, 2024

TO: **Town Board**

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

DATE: **March 19, 2024**

RE: **Amherst Central Park Focus Area 3**
2024-2029 C.I.P. - Project ACP-3
Bond Resolution - $11,000,000 ($8.5M Long-Term Borrowing; $2.5M Short-Term Borrowing For Working Capital (Principal To be Reimbursed by MusicalFare)

Kindly take the following action with respect to the above bond request:

(1) Adopt the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department; and

(2) Adopt the attached bond resolution authorizing the issuance of $11,000,000.00 in serial bonds for the above-referenced Town improvement.

The adoption of the bond resolution does not require a public hearing to be held because the improvement is a Town improvement not involving a special district.

Also attached is the Map Plan and Report which provides further detail on the scope of the project.

Thank you.

MAP:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments*, **Agenda Item - March 25, 2024**)
Daryl C. Bramer, Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Dan Rizzo, Facilities Department (*w/attachments)*

3/25/2024
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved via Roll Call vote 5-0.

RESULT:	**ROLL CALL VOTE (ADOPTED) [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Shawn Lavin, Deputy Supervisor
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

2. Resolution 2024-267

Boulevard Central District Sanitary Sewer Improvements (Order Calling for a Public Hearing) ($21M) ($11M Long-Term Borrowing; Up to $10M Short-Term Borrowing for Working Capital)

AGENDA ITEM : MARCH 25TH, 2024

TO: **Town Board**

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

DATE: **March 20, 2024**

RE: **Boulevard Central District Sanitary Sewer Improvements Order Calling For A Public Hearing - $21,000,000 ($11M Long-Term Borrowing; Up To $10M Short-Term Borrowing For Working Capital)**

Kindly adopt the attached Order Calling Public Hearing regarding the above matter by scheduling a Public Hearing for the project on April 29, 2024 at 7:00 p.m.

Also attached is the Map Plan and Report which provides further detail on the scope of the project.

Thank you.

MAP:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - March 25, 2024**)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachment*)
Vaishali Reberholt, PE, Assistant Town Engineer (*w/attachment*)

3/25/2024
Consent

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

3. Resolution 2024-268

Lighting District Extension - Miller's Crossing (Order Calling for a Public Hearing)

AGENDA ITEM : MARCH 25TH, 2024

TO: **Town Board**

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

DATE: **March 20, 2024**

RE: **Lighting District Extension - Order Calling For A Public Hearing Miller's Crossing**

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

RESOLVED, the Town Board hereby makes a motion to call for a Public Hearing to be held on April 29, 2024 to explore and consider the extension of the Town's lighting district to include the above subdivision - Miller's Crossing; and

BE IT FURTHER RESOLVED, the Town Board adopts the attached Order Calling Public Hearing.

Attached are the Map Plan and Report which provides further detail on the scope of the project and the subdivision map identifying the parcels (also referenced as Attachment "A" to the Order Calling For A Public Hearing).

Thank you.

MAP:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - March 25, 2024**)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Jessica Boudreau, PE, Project Manager (*w/attachment*)

3/25/2024
Consent

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

4. Resolution 2024-269

Lighting District Extension - Harding Road (Order Calling for a Public Hearing)

AGENDA ITEM : MARCH 25TH, 2024

TO: **Town Board**

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

DATE: **March 18, 2024**

RE: **Lighting District Extension - Order Calling For A Public Hearing - Harding Road**

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

RESOLVED, the Town Board hereby makes a motion to call for a Public Hearing to be held on April 29, 2024 to explore and consider the extension of the Town's lighting district to include the above subdivision - Harding Road; and

BE IT FURTHER RESOLVED, the Town Board adopts the attached Order Calling Public Hearing.

Attached are the Map Plan and Report which provides further detail on the scope of the project and the subdivision map identifying the parcels (also referenced as Attachment "A" to the Order Calling For A Public Hearing).

Thank you.

MAP:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - March 25, 2024**)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Jessica Boudreau, PE, Project Manager (*w/attachment*)

3/25/2024
Consent

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

5. Resolution 2024-270

PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659)

AGENDA ITEM - MARCH 25th, 2024

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Senior Deputy Town Attorney**

DATE: **March 20, 2024**

RE: **PILOT Agreement:**
Amherst Senior Apartments LP and the Town of Amherst, et al.
(CRS #4659)

The above PILOT was previously approved on January 22, 2024 (**CRS #4539**) and was then executed by the Town Supervisor, Town Assessor and Senior Deputy Town Attorney but was not finalized with the remaining signatures. Due to the inability to obtain title as detailed in the original agreement, the PILOT needed to be revised and thus requires re-approval by the Town Board. CRS #4539 will be withdrawn from the system.

Therefore, kindly adopt the following resolution with respect to the above matter:

WHEREAS, Amherst Senior Apartments LP has requested that the Town Board approve the attached PILOT Agreement with a term of fifteen (15) years for the Property; and

WHEREAS, the content and form of the proposed PILOT Agreement have been reviewed and approved by the Town Assessor's Office and the Town Attorney's Office; and

WHEREAS, the PILOT Agreement must still be approved by Erie County and the Williamsville Central School District;

NOW THEREFORE BE IT RESOLVED, that approval and execution of the Agreement for the Project be subject to the three (3) conditions set forth below and that the Supervisor of the Town of Amherst, Deputy Town Attorney Samuel A. Alba, Esq., and Emily Murphy, Town Assessor, are hereby authorized to sign the PILOT Agreement between Amherst Senior Apartments LP and the Town of Amherst, Erie County, and the Williamsville Central School District upon satisfaction of the following three (3) conditions:

1. The PILOT Agreement is subject to review and approval by Erie County;

2. The PILOT Agreement is subject to review and approval by the Williamsville Central School District; and

3. Approval of the PILOT Agreement is subject to successful completion of the Town's contract routing system (CRS).

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk

(*w/attachment*, **Agenda Item - March 25, 2024**)
Emily Murphy, Town Assessor (*w/attachment*)

3/25/2024
Consent

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

6. Resolution 2024-271

Authorization to Commence Surplus Money Proceeding - 4651 N. Bailey Avenue

AGENDA ITEM : MARCH 25th, 2024

TO: **Town Board**

FROM: **Nora B. Robshaw, Esq., Senior Deputy Town Attorney**

DATE: **March 19, 2024**

RE: **Authority To Commence Surplus Money Proceeding**
4651 N. Bailey

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

WHEREAS, the Town of Amherst Community Development program has a lien against the foreclosed property located at 4651 N. Bailey Amherst, New York; and

WHEREAS, the program is hoping to recoup an unpaid load through the surplus funds being held by the Erie County Comptroller's Office either in whole or in part;

NOW THEREFORE BE IT RESOLVED that the Town Board authorizes the Town Attorney's Office to commence a surplus money proceeding to recover surplus funds held by the Erie County Comptroller's Office.

Thank you.

MAP:nmb
c: Timothy Koller, Deputy Town Clerk
(**Agenda Item - March 25, 2024**)
Susan Fitzpatrick, Community Development Specialist

3/25/2024
Consent

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

7. Resolution 2024-272

Authorization to Commence Surplus Money Proceeding (433 Campus Drive)

AGENDA ITEM : MARCH 25th, 2024

TO: **Town Board**

FROM: **Nora B. Robshaw, Esq., Senior Deputy Town Attorney**

DATE: **March 25, 2024**

RE: **Authority To Commence Surplus Money Proceeding**
433 Campus Drive

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

WHEREAS, the Town of Amherst Community Development program has a lien against the foreclosed property located at 433 Campus Drive, Amherst, New York; and

WHEREAS, the program is hoping to recoup an unpaid load through the surplus funds being held by the Erie County Comptroller's Office either in whole or in part;

NOW THEREFORE BE IT RESOLVED that the Town Board authorizes the Town Attorney's Office to commence a surplus money proceeding to recover surplus funds held by the Erie County Comptroller's Office.

Thank you.

MAP:nmb
c: Timothy Koller, Deputy Town Clerk
(**Agenda Item - March 25, 2024**)
Susan Fitzpatrick, Community Development Specialist

3/25/2024
Consent

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

8. Resolution 2024-273

Authorization to Commence Surplus Money Proceeding (61 Stanton Street)

AGENDA ITEM : MARCH 25th, 2024

TO: **Town Board**

FROM: **Nora B. Robshaw, Esq., Senior Deputy Town Attorney**

DATE: **March 19, 2024**

RE: **Authority To Commence Surplus Money Proceeding**
61 Stanton Street

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

WHEREAS, the Town of Amherst Community Development program has a lien against the foreclosed property located at 61 Stanton Street, Amherst, New York; and

WHEREAS, the program is hoping to recoup an unpaid load through the surplus funds being held by the Erie County Comptroller's Office either in whole or in part;

NOW THEREFORE BE IT RESOLVED that the Town Board authorizes the Town Attorney's Office to commence a surplus money proceeding to recover surplus funds held by the Erie County Comptroller's Office.

Thank you.

MAP:nmb
c: Timothy Koller, Deputy Town Clerk
(**Agenda Item - March 25, 2024**)
Susan Fitzpatrick, Community Development Specialist

3/25/2024
Consent

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

9. Resolution 2024-274

Conflict of Interest Waiver - Hodgson Russ LLP

AGENDA ITEM - MARCH 25th, 2024

TO: **Town Board**

FROM: **Martin Polowy, Town Attorney**

DATE: **March 19, 2024**

RE: **Conflict of Interest Waiver for Hodgson Russ LLP**

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

WHEREAS, Hodgson Russ LLP has from time to time represented and currently represents the Town of Amherst (the "Town") in a variety of matters, and values the Town as a client; and

WHEREAS, attorneys representing Wegmans' Supermarkets in a complex, mass tort pharmaceutical litigation (the "Litigation") brought by over 40 municipalities, including the Town of Amherst, have joined Hodgson Russ LLP; and

WHEREAS, the litigation has no connection to the matters on which Hodgson Russ has and continues to represent the Town, and will have no impact on the firm's independent professional judgment on behalf of the Town; and

WHEREAS, this is a waivable legal conflict, and the firm asks that the Town consent to its representation of its client in the Litigation and Hodgson Russ has the consent of its client as well.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Amherst as follows:

1. That the Town hereby agrees to waive any conflict of Hodgson Russ LLP in connection with the matters described above.

2. This Resolution shall be effective immediately.

MAP:nmb

c: Tim Koller, Deputy Town Clerk (**Agenda Item - March 25, 2024**)
Charles W. Malcomb, Esq. (**Via E-Mail -** CMalcolmb@hodgsonruss.com)

3/25/2024
Consent

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

B. TOWN CLERK:

1. Resolution 2024-275

Amusement License for Andale Cantina Restaurant

Request by Andale Cantina for a First Class Amusement License to hold a Cinco De Mayo Celebration at 6850 Main St. on Saturday, May 5th, 2024 from 11am-12am.

Supervising Code Enforcement Officer recommends a fee of $50.00

The following conditions apply:

1. That all fire lanes be kept clear at all times.
2. All temporary power must be code compliant.
3. Bathroom facility must be made available & accessible.
4. For any tents in excess of 400 square feet being used, a fire prevention tent permit must be obtained.
5. On site accessible parking must be maintained.
6. Vehicle impact protection must be provided for guest area.
7. Fire Department access must be maintained at all times in the event of an emergency.
8. Events with 1,000 guests or more will be require "Crowd Managers "that are in compliance with Chapter 4 of the 2020 FCNYS.
9. The applicant must abide by Chapter 138 of the Town Of Amherst Code regarding noise.

3/25/2024
Consent

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

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

1. Resolution 2024-276

Monroe County Fire Marshals & Inspectors Association

Requesting Town Board Approval to allow 2 Fire Inspector Officers to attend the 2024 Monroe County Fire Marshals & Inspectors Association (MCFMIA) Educational Conference being held at the West Webster Fire Department, 1051 Gravel Rd., Webster, NY 14580 on May 14, 15, & 16th, 2024. Educational in-service training is a state requirement.

3/25/2024
Consent

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

E. CENTRAL ALARM:

F. COMPTROLLER:

1. Resolution 2024-277

Budget Transfers and Amendments

For March 25, 2024 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 03/20/2024
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 - 2024

FROM:	***TO:***
D5110.1000 Highway- Personal Svcs $887.69 D5110.8030 Highway- FICA $67.91	D5110.4110 Highway- Contractual $955.60
To transfer funds to cover P.O. #2400526 for deceased employee.	
N1954.4003 AMH HOME- 10% Admin $23,650.00 N1954.4050 AMH HOME- Mileage $1,579.50 N1954.8051 AMH HOME- Dental $125.90	N1954.1000 AMH HOME- Personal Svcs $8,442.86 N1954.4040 AMH HOME- Travel $202.00 N1954.8010 AMH HOME- Retirement $15,760.19

N1954.8030 AMH HOME- FICA $824.45
N1954.8050 AMH HOME- Health Ins. $125.90
Requested per Department to clean up budget.

A7250.4110 Audubon Golf - Contractual $603.49 A7250.9000 Interfund Transfers $603.49
To transfer funds into KP2215 Audubon Golf Course Improvements.

D5130.2600 Highway - Equipment $42,015.76 D5130.9000 Interfund Transfers $42,015.76
To transfer funds into KP2224 Highway Equipment.

BUDGET AMENDMENTS - 2024

INCREASE: ***INCREASE:***

N2344.02785 CHEEK Housing- PI $4,343.06 N2344.4000 Contractual $4,343.06
N2349.02785 CHEEK Admin- PI $482.56 N2349.4003 10% Admin $482.56
To recognize Community Development program income from 38 Westvale, Cheektowaga.

N2323.02785 CDBG & VG- PI $170.00 N2323.4000 Contractual $170.00
To recognize Community Development program income from 169 Hillcrest, Cheektowaga.

G9000.05001 Sewer- Refund of CY Exp $3,738.00 G9000.4110 Contractual $3,738.00
To increase budget for funds received in connection with P.O. 2413511.

N2350.02785 TON REHAB- PI $30,033.68 N2350.4000 Contractual $30,033.68
N2353.02785 TON Admin- PI $3,337.07 N2353.4003 10% Admin $3,337.07
To recognize Community Development program income from 84 Keats, Tonawanda.

KP2215.05031 Interfund Transfers $603.49 KP2215.4972 Construction $603.49
To setup budget for transfer from A7250 into KP2215 Audubon Golf Course Improvements.

KP2224.05031 Interfund Transfers $42,015.76 KP2224.2250 Trucks $42,015.76
To setup budget for transfer from D5130 into KP2224 Highway Equipment.

G9000.03089 Sewer Maintenance - State Aid $67,500 G9000.4000 Contractual $67,500
To setup budget for State Aid for CRS#4273 Mapping Grant.

KP2116.02770 Knox Box - Other Revenue $940.86 KP2116.1000 Personal Services $874.00
KP2116.8030 FICA $66.86
To adjust budget for revenue and personal services for installation of Knox Box Upgrade Project.

3/25/2024
Consent

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

G. CONTRACT COMPLIANCE:

1. Resolution 2024-278

Extension of Bid #2022008 Town Wide Roofing - CRS #4648

WHEREAS, Jos. A. Sanders & Sons, Inc. has agreed to extend their contract for Bid #2022008 Town Wide Roofing (Original CRS #3274); and

WHEREAS, the original contract includes a provision which allows for an increase in labor rates at the time of extension due to an increase in prevailing wage rates, and wage rates were increased accordingly as shown in the Contract Extension Agreement (the markup for materials and parts remains the same);

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contract with Jos. A. Sanders & Sons, Inc. for the period of April 25, 2024 through April 24, 2026; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with Jos. A. Sanders & Sons, Inc.

3/25/2024
Consent

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

2. Resolution 2024-279

Award Bid #2024011 Pool Chemicals - CRS #4654 & 4655

WHEREAS, the Contract Compliance and Administration Department received bids on February 15, 2024 for Bid #2024011 for Pool Chemicals; and

WHEREAS, the bid process resulted in a response from three (3) 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 Amrex Chemical Co. (CRS #4654) and Bison Laboratories (CRS #4655); and

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

BE IT FURTHER RESOLVED, that approval of the contract with Amrex Chemical Co. is pending successful completion of the Contract Routing System, due to the fact that we are currently without a contract.

3/25/2024
Consent

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

3. Resolution 2024-280

Award Bid #2024010 Street Light Poles, Arms & Bases - CRS #4702 & 4720

WHEREAS, the Contract Compliance and Administration Department received bids on February 15, 2024 for Bid #2024010 for Street Light Poles, Arms & Bases; and

WHEREAS, the bid process resulted in a response from six (6) 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 Wesco Distribution, Inc. and Irby Utilities; and

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

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System, due to the fact that we are currently without a contract and there is a need to order materials as soon as possible.

3/25/2024
Consent

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

4. Resolution 2024-281

Amendment to Bid #2023052 Town Wide Fire Alarm Inspection, Service & Security Monitoring - CRS #4662

WHEREAS, the Contract Compliance and Administration Department awarded Bid #2023052 for Town Wide Fire Alarm Inspection, Service, and Security Monitoring on

January 22, 2024 (RES-2024-81) to Davis-Ulmer Sprinkler Company, Inc. dba All State Fire & Security; and

WHEREAS, the Contract Compliance and Administration Department is requesting that the new Mathewson McCarthy Baseball Field House location be added to the contract, as per the attached proposal;

NOW, THEREFORE, BE IT RESOLVED, The Town Board approves the amendment to the Town Wide Fire Alarm Inspection, Service, and Security Monitoring contract with Davis-Ulmer Sprinkler Company, Inc. dba All State Fire & Security; and

BE IT FURTHER RESOLVED, the Supervisor is authorized to sign the contract amendment.

3/25/2024
Consent

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

H. COURT:

I. ECONOMIC DEVELOPMENT:

1. Resolution 2024-282

Authorization to Sign Grant Agreement with Office of Children and Family Services CRS #4719

Requesting the Town Board to authorize the Supervisor to sign a contract with New York State Office of Children and Family Services to receive grant funds for the Amherst Summer Camp Program-Transport, CRS#4719 replacing previous approval of CRS#4625.

3/25/2024
Consent

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

J. EMERGENCY SERVICES:

K. ENGINEERING SERVICES:

1. Resolution 2024-283

Award of Bid – Ground Breaking Solutions LLC.– General Contract Audbon Golf Course Driving Range Expansion TOA Project No. 2000.085H

On March 14, 2024, bids were received to expand the existing driving range by 13 stalls. After review of the two (2) bids received (bid tabulation attached), we recommend award of this contract to Ground Breaking Solutions LLC., 360 Delaware Ave., 1019 Blakeley Rd., East Aurora, NY 14052, in the amount of $38,000.00. Funding for this contract shall be from account KP2215-4972.

Thank you for considering this request.

3/25/2024
Consent

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

2. Resolution 2024-284

Amendment No. 1 – USIC Locating Services, LLC Streetlighting Utility Mark-Out Services Town Job # 2014.048A / CRS ID# 4214

We are requesting the Town Board approve the above referenced Amendment No. 1 that amends the agreement with USIC Locating Services, LLC under Town Board Resolution 2023-640. This change amends the agreement to reflect a Town change in the member code within the one-call (UDig NY) system.

There is no increase in rates associated with this request beyond the agreed upon labor escalation increase.

Thank you for considering this request.

3/25/2024
Consent

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

3. Resolution 2024-285

Proposal for Installation of Nine (9) Fire Hydrants Miller's Crossing Subdivision – Phase 2 TOA Job No: 2018.043

We are hereby requesting authorization to have nine (9) additional fire hydrants installed by the developer within the above subdivision.

The Erie County Water Authority requires the installation of nine (9) fire hydrants at the above location during the course of construction to satisfy current design standards regarding hydrant spacing on a public potable water distribution system. The hydrants will become property of the Town of Amherst. Under the Lease Management Agreement, a Resolution from the Town Board is required for Erie County Water Authority to issue final approval of the referenced hydrants. The Town is to pay the annual maintenance fee of $160.80 each for a total of $1,447.20.

May we have your approval for the installation of nine (9) additional fire hydrants?

3/25/2024
Consent

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

4. Resolution 2024-286

Change Order #1 & Final – Parise Mechanical Inc. – Mechanical Contract Rebid of Mathewson McCarthy Little League Fieldhouse Improvements TOA Job # 2021.017A CRS No. 4715

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 $1,089.16. This change will cover the costs associated with re-routing ductwork for an exhaust fan out the side of the building instead of through the roof to prevent snow build up and also eliminate an additional roof penetration.

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 KP2207.4972.

Thank you for considering this request.

3/25/2024
Consent

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

5. Resolution 2024-287

Change Order #1 & Final –Industrial Power and Lighting Corp.– Electrical Contract Rebid of Mathewson McCarthy Little League Fieldhouse Improvements TOA Job # 2021.017A CRS No. 4714

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 $13,183.90. This change will cover the costs associated with demolition/removal of four (4) deteriorated wooden decks with benches, providing pedestal power wiring and data conduits to each backstop, and providing conduit and a power receptacle for future heat trace at the roof drain.

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 KP2207.4972.

Thank you for considering this request.

3/25/2024
Consent

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

6. Resolution 2024-288

Change Order #1 & Final – Walter S. Johnson Bldg. Co., Inc. – General Contract Rebid of Mathewson McCarthy Little League Fieldhouse Improvements TOA Job # 2021.017A CRS No. 4713

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 $36,330.95. This change will cover the costs associated with repairing the water damaged ceiling in the existing restroom building, removing an existing exterior water fountain plumbing line, providing vent piping to the oil separator and expanding the work limit area of asphalt pavement replacement.

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 KP2207.4972.

Thank you for considering this request.

3/25/2024
Consent

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

L. FINANCE:

M. HIGHWAY

1. Resolution 2024-289

Purchase Food Scrap Composting Community Containers - CRS #4658

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst Highway (Refuse) Department has approved the Quote from METROSTOR INC as the winning quote for the composting community containers.

The winning quote from three (3) received quotes for Food Scrap Composting Community Containers was from METROSTOR INC, 78 Batson Drive, Manchester, CT., 06042 from March 25, 2024 through March 24, 2025.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the

Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #4658) and the approval of the Town Attorney.

3/25/2024
Consent

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

2. Resolution 2024-290

Overhead Door Repair and Service - CRS #4663

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst has approved the contract with the County of Erie contract with National Overhead Door, Inc. for the overhead door repair and maintenance.

The Erie County and National Overhead Door, Inc. is BID Reference # 221020-002 from March 1, 2021 through February 28, 2025.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #4663) and the approval of the Town Attorney.

RESULT:	**WITHDRAWN**

3. Resolution 2024-291

Award of 2024 - 2025 Purchasing Maintenance Materials and Construction Bids (Sections 1 - 8)

The Highway Department respectfully requests that the Purchasing Maintenance Materials and Construction Bids, Section 1 through 8 be awarded to the lowest bidders within specifications as follows:

SECTION 1: AGGREGATE MATERIAL, PLANT MIXED ASPHALT CONCRETE, PATCHING MATERIAL, HAULING AND LIQUID BITUMINOUS MATERIAL:

1-1 CRS # 4690 HOLCIM QUARIES NY, INC
1-2 CRS # 4691 NEW ENTERPRISE STONE AND LIME COMPANY (NESL)
1-3 CRS # 4692 CAMBRIA ASPHALT PRODUCTS INC

1-4 CRS # 4694 COUNTY LINE STONE CO INC
1-5 CRS # 4695 SUIT KOTE CORPORATION

SECTION 2: CONCRETE BUILDING MATERIALS:

2-6 CRS # 4696 SCRATON THRUWAY BUILDERS SUPPLY INC
2-7 CRS # 4697 AIRTITE WINDOW AND DOOR COMPANY INC

SECTION 3: GRASS SEED,FERTILIZER, TOPSOIL, SANDY LOAM, SOD, BALL DIAMOND MIXES AND FIELD MATERIALS, ENGINEERED WOOD FIBER (EWF) AND RUBBERIZED SAFETY MATERIALS (CHIPS) FOR PLAYGROUNDS:

3-8 CRS # 4698 LEO BRENON TOPSOIL
3-9 CRS # 4699 LAKESIDE SOD SUPPLY COMPANY
3-10 CRS # 4700 CAMBRIA ASPHALT
3-11 CRS # 4701 WILLOW CREEK FARM

SECTION 4: PLAIN AND TEXTURIZE - SCARIFYING AND COLD MILLING EXISTING ROAD SURFACES:

4-12 CRS # 4705 HIGHWAY REHABILITATION CORPORATION
4-13 CRS # 4706 MUNICIPAL MILLING AND MAINTENANCE LLC

SECTION 5: CASUAL BLACK TOP REPAIR, NOVA CHIPS, MICRO-RESURFACING, CRACK FILL APPLIED, BLACKTOP SEALER APPLIED AND BITUMINOUS LIQUID MATERIAL APPLIED:

5-14 CRS # 4708 AMHERST SEALER INC
5-15 CRS # 4710 SUIT KOTE CORPORATION

SECTION 6: ROAD RESURFACING

6-15A CRS # 4711 J & D SEAL TECH CORPORATION
6-16 CRS # 4712 D & H PAVING LLC

SECTION 7: CURBING, SIDEWALKS, DRIVEWAY APRONS, ADA HANDICAP RAMPS AND CONCRETE AND CURB CUTTING:

7-17 CRS # 4717 CVF INC

SECTION 8: ROAD STRIPING, PAINT EPOXY APPLICATIONS:

8-18 CRS # 4718 ACCENT STRIPE INC

Additional specifications and details are provided and attached per each section and bidder Bid Tab.

NOW THEREFORE BE IT RESOLVED, that the Amherst Town Board authorizes the Amherst Town Supervisor to sign each contract listed above and approval of these contracts are contingent upon the successful completion of the Contract Routing System (CRS) and the Town Attorney approval.

Consent

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

4. Resolution 2024-292

Authorize Supervisor to Sign STANLEY STEEL AND ALUMINIUM Contract Extension CRS #4646

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst has approved the contract with the Highway Department which allows for the contract to be extended for a period of (12) twelve months at the same terms and conditions; and

WHERE AS, THE HIGHWAY DEPARTMENT IS REQUESTING APPROVAL FOR THE EXTENSION of the contract under Resolution 2023-45 from 1/3/24 through 1/2/25.

NOW THEREFOR BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #4646) and the approval of the Town Attorney.

3/25/2024
Consent

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

5. Resolution 2024-293

Authorize Supervisor to Sign UPSTATE STEEL INC Contract Extension CRS #4674/3711

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst has approved the contract with the Highway Department which allows for the contract to be extended for a period of (12) twelve months at the same terms and conditions; and

WHEREAS, THE HIGHWAY DEPARTMENT IS REQUESTING APPROVAL FOR THE EXTENSION of the contract under Resolution 2023-45 from 1/3/2024 through 1/2/2025.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS#4674/3711) and the approval of the Town Attorney.

3/25/2024
Consent

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

6. Resolution 2024-294

Authorize Supervisor to Sign VALLEY FAB & EQUIPMENT Contract Extension - CRS #4672

WHEREAS, BID #2022035 Highway Department allows for the contract to be extended for a period of one (1) year at the same terms and conditions; and

WHERE AS, THE HIGHWAY DEPARTMENT IS REQUESTING APPROVAL FOR THE EXTENSION of the contract under Resolution 2023-47 from 1/2/2024 through 1/2/2025.

This contract is subject to the Contract Routing System (CRS #4672) extension and the approval of the Town Attorney.

3/25/2024
Consent

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

N. HUMAN RESOURCES:

1. Resolution 2024-295

Extended Sick Leave of Absence Without Pay/Highway Department

Please authorize an Extended Sick Leave of Absence Without Pay to Michael Richardson, Motor Equipment Operator at the Highway Department. Effective April 11, 2024 through October 14, 2024.

3/25/2024
Consent

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

2. Resolution 2024-296

Extended Sick Leave of Absence Without Pay/Highway Department

Please authorize an Extended Sick Leave of Absence Without Pay to Daniel Askey, Laborer at the Highway Department. Effective March 26, 2024 through September 30, 2024.

3/25/2024
Consent

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

3. Resolution 2024-297

Recreation Attendant - PT/Youth & Recreation

Recreation Attendant - PT/Youth & Recreation, Effective March 26, 2024, Temporary, $15.50 ph, Step 1 for Matthew Schrlau.

3/25/2024
Consent

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

4. Resolution 2024-298

Principal Clerk Typist/Planning Department

Please appoint a Principal Clerk Typist to the Planning Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 26, 2024 at an annual salary of $40,586, Grade 7, Step B for Rachel Boerschig.

This is a promotion for an employee currently serving as Senior Clerk Typist.

3/25/2024
Consent

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

5. Resolution 2024-299

Senior Wastewater Treatment Plant Operator/Eng.-Plant #16

Please appoint a Senior Wastewater Treatment Plant Operator to the Engineering Department-Plant #16. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 26, 2024 at an hourly rate of $35.11, Grade VI, Step 7.

This is a promotion for an employee currently serving as WWTP Operator.

RESULT:	**WITHDRAWN**

6. Resolution 2024-300

Laborer/Youth & Recreation

Please appoint a Laborer to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 26, 2024 at an hourly rate of $17.40 ph, Grade 3, Step A for Matthew Kennedy.

Contingent upon completing all pre-employment requirements.

3/25/2024
Consent

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

7. Resolution 2024-301

Leave of Absence Without Pay-Police Department

Please authorize a Leave of Absence Without Pay for Military Duty, to Matthew Holt, Police Officer in the Police Department. Effective March 29, 2024 through October 13, 2024.

3/25/2024
Consent

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

8. Resolution 2024-302

Police Attendant - PT/Police Department

Police Attendant - PT/Police Department, Effective March 26, 2024, Temporary, $16.00 ph, Step 1 for Valencia Batista.

Contingent upon completing all pre-employment requirements.

3/25/2024
Consent

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

9. Resolution 2024-303

Maintenance Worker/Police Department

Please appoint a Maintenance Worker to the Police Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 26, 2024 at an hourly rate of $22.99, Grade 4, Step F for Emil Novak.

This is a promotion for an employee currently serving as Laborer.

3/25/2024
Consent

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

10. Resolution 2024-304

Maintenance Worker/Police Department

Please appoint a Maintenance Worker to the Police Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 26, 2024 at an hourly rate of $24.02, Grade 4, Step G for Edmund Attea, III.

This is a promotion for an employee currently serving as a Laborer.

3/25/2024
Consent

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

11. Resolution 2024-305

Principal Clerk Typist/Police Department

Please appoint a Principal Clerk Typist to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 26, 2024 at an annual salary of $42,499, Grade 7, Step C Kathleen Middione.

This is a promotion for an employee currently serving as Senior Clerk Typist.

3/25/2024
Consent

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

12. Resolution 2024-306

Clerk Typist (55A)

Please appoint and create a Clerk Typist (55A) to the Amherst Town Court. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 26, 2024, at an annual salary of $31,074, Grade 2, Step B for Amanda Freiheit.

This is a promotion for an employee currently serving as Messenger. This is a special appointment under Section 55A of the Civil Service Law.

3/25/2024
Consent

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

13. Resolution 2024-307

Social Caseworker - PT/Sr. Citizens/Senior Services

Please appoint a Social Caseworker - PT (Sr. Citizens)/Senior Services, Provisional, pending satisfactory completion of a Civil Service Examination. Effective March 26, 2024, $21.00 ph, Step 1 for Doris Ippolito.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

Replacing an employee who was promoted to Full-Time.

3/25/2024
Consent

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

O. INFORMATION TECHNOLOGY:

1. Resolution 2024-308

Disposal of Obsolete Equipment

According to the Town's Property Disposition Policy (Res. 2011-1032), the Information Technology Department is requesting approval from the Town Board to dispose of an obsolete IBM AS400 Central Fire Alarm dispatch server. This server has been upgraded.

3/25/2024
Consent

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

2. Resolution 2024-309

Request to Use Addtional Trust and Agency Funds - Account T4011

In February the Town Board authorized $750 in Trust and Agency funds for the purchase of assistive audio equipment (Resolution 2024-162) and at the March 11th Town Board Meeting the Town Board authorized an additional $1,000 for backup equipment for the Council Chambers audio visual equipment (Resolution 2024-246).

At this time we respectfully request Town Board approve to spend an additional amount up to $3,000 to replace the aging computer and video capture card which is utilized for streaming and recording meetings held in Council Chambers.

As of March 5, 2024 the account balance was $78,440.55.

3/25/2024
Consent

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

P. PLANNING:

1. Resolution 2024-310

Travel Request for Historic Preservation Commission Members

WHEREAS, Brian Swartz and Jennifer Kensy will attend the 2024 Statewide Preservation Conference from April 15, 2024 through April 17, 2024 at a cost not to exceed $535.46; now therefore, be it

RESOLVED, the Town Board of the Town of Amherst authorizes the Town Supervisor, to authorize the attached travel requests.

3/25/2024
Consent

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

Q. POLICE:

1. Resolution 2024-311

Training & Travel Request IPTM Investigation of Motorcycle Crashes-Level 2

TOWN BOARD AGENDA ITEM : MARCH 25, 2024

TO: **Town Board**

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

RE: **Training & Travel Request**
IPTM Investigation of Motorcycle Crashes-Level 2

Kindly adopt a Resolution authorizing one (1) Senior Traffic Investigator to attend the above entitled training course. This course was held in Poughkeepsie, New York from March 18, 2024 through March 22, 2024. The cost for this training and travel is approximately $1,293.71.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: March 25, 2024)**

3/25/2024
Consent

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

2. Resolution 2024-312

Training & Travel Request Tactical Team Conference & Trade Show

TOWN BOARD AGENDA ITEM : MARCH 25, 2024

TO: **Town Board**

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

RE: **Training & Travel Request**
Tactical Team Conference & Trade Show

Kindly adopt a Resolution authorizing four (4) ERT Officers to attend the above entitled training course. This course is being held in Verona, New York from April 15, 2024 through April 19, 2024. The cost for this training and travel is approximately $4,361.96.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: March 25, 2024)**

3/25/2024
Consent

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

3. Resolution 2024-313

Training & Travel Request Commercial Motor Vehicle Size & Weight Enforcement Training

TOWN BOARD AGENDA ITEM : MARCH 25, 2024

TO: **Town Board**

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

RE: **Training & Travel Request**
Commercial Motor Vehicle Size & Weight Enforcement Training

Kindly adopt a Resolution authorizing one (1) Senior Investigator to attend the above entitled training course. This course is being held in Albany, New York from March 26, 2024

through March 28, 2024. The cost for this training and travel is approximately $765.05.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: March 25, 2024)**

3/25/2024
Consent

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

4. Resolution 2024-314

Training & Travel Request IPTM Event Data Recorder Use in Traffic Crash Reconstruction: Level 1

TOWN BOARD AGENDA ITEM : MARCH 25, 2024

TO: **Town Board**

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

RE: **Training & Travel Request**
IPTM Event Data Recorder Use in Traffic Crash Reconstruction
Level 1

Kindly adopt a Resolution authorizing one (1) Senior Investigator to attend the above entitled training course. This course is being held in Poughkeepsie, New York from March 24, 2024 through March 29, 2024. The cost for this training and travel is approximately $1,293.71.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: March 25, 2024)**

3/25/2024
Consent

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

5. Resolution 2024-315

Sole Source Designation & Permission to Purchase Nightforce Optics

TOWN BOARD AGENDA ITEM: MARCH 25, 2024

To: **Town Board**

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

Re: **Sole Source Designation & Permission to Purchase Nightforce Optics**

Kindly adopt a resolution authorizing the Police Department to designate Nightforce Optics as a sole source vendor for Nightforce riflescopes and accessories and allow for the purchase of these products from this vendor and its authorized dealers. A copy of their sole source letter is attached hereto.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: March 25, 2024)**

3/25/2024
Consent

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

6. Resolution 2024-316

Request for Additional Funds 2024 APD Safety Education & Community Policing Trust Account

TOWN BOARD AGENDA ITEM: MARCH 25, 2024

TO: **Town Board**

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

RE: **Request for Additional Funds**
2024 APD Safety Education & Community Policing Trust Account

Kindly adopt a resolution authorizing the approval to spend additional funds, up to $8,000.00, from T4012 APD Safety Education & Community Policing Trust Account.

Thank you.

SPC:msl
C: Tim Koller, Deputy Town Clerk **(Agenda Item: March 25, 2024)**

3/25/2024
Consent

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

7. Resolution 2024-317

Contract Extension: Police and Fire Control Uniforms United Uniform Distribution, LLC (CRS#4664)

TOWN BOARD AGENDA ITEM: MARCH 25, 2024

TO: **Town Board**

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

RE: **Contract Extension: Police and Fire Control Uniforms**
United Uniform Distribution, LLC (CRS#4664)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached two-year contract extension between the Town of Amherst (Police) and United Uniform Distribution, LLC, with regard to the above-entitled matter. The original contract (CRS#3210) was approved on March 28, 2022 (TB Resolution #2022-323). This contract extension has successfully completed the Contract Routing System

Thank you.

SPC:msl
Attachment

C: Tim Koller, Deputy Town Clerk **(Agenda Item: March 25, 2024)**

3/25/2024
Consent

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

8. Resolution 2024-318

Auction of Police Department Surplus Equipment & Disposal of Obsolete Item

TOWN BOARD AGENDA ITEM: MARCH 25, 2024

To: **Town Board**

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

Re: **Auction of Police Department Surplus Equipment & Disposal of Obsolete Item**

Kindly adopt a resolution authorizing the Police Department to take the following vehicles and equipment out of service and allow for their sale at auction:

Police Department Vehicles to be sold at auction:

Year/Make/Model	VIN Number	Estimated Value
2017 Ford Explorer-K9 Unit	1FM5K8AR9HGC07304	$8,000.00
2016 Ford Explorer-K9 Unit	1FM5K8AR9GGA04377	$8,000.00

Police Department Equipment to be sold at auction:

Type of Equipment	Serial Number	Estimated Value	Condition
Remington License Plate Reader MPH900 Split Analog	82759-82939E01-84445E02	$500.00	Fair

Upon the sale of the above items, proceeds will be placed into the Police Department Auction Revenue account A 3120.02617.

Obsolete Police Department Equipment for Disposal

Type of Equipment	Estimated Value	Condition
(1) DOJ Whiteboard Sharp 80 in LED	$0	Poor/Inoperable

Thank you.

SPC:msl

C: Tim Koller, Deputy Town Clerk **(Agenda Item: March 25, 2024)**

3/25/2024
Consent

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

9. Resolution 2024-319

Contract Extension: Milo Range Training System Town of Tonawanda Police Department (CRS#4661)

TOWN BOARD AGENDA ITEM: MARCH 25, 2024

TO: **Town Board**

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

RE: **Contract Extension: Milo Range Training System Town of Tonawanda Police Department (CRS#4661)**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached five-year contract extension between the Town of Amherst (Police) and the Town of Tonawanda Police Department, with regard to the above-entitled matter. The original contract (CRS#1408) was approved on May 6, 2019 (TB Resolution #2019-597). This contract extension has successfully completed the Contract Routing System

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: March 25, 2024)**

3/25/2024
Consent

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

10. Resolution 2024-320

Agreement to Purchase LiveScan System Upstate Wholesale Systems, Inc Dba Brite (CRS#4684)

TOWN BOARD AGENDA ITEM: MARCH 25, 2024

TO: **Town Board**

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

RE: **Agreement to Purchase LiveScan System**
Upstate Wholesale Systems, Inc dba Brite (CRS#4684)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and Upstate Wholesale Systems, Inc. dba Brite (CRS#4684) 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: March 25, 2024)**

3/25/2024
Consent

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

11. Resolution 2024-321

HVAC Custom Preventative Maintenance at APD Bailey Training Facility U&S Services, LLC (CRS #4671)

TOWN BOARD AGENDA ITEM: MARCH 25, 2024

TO: **Town Board**

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

RE: **HVAC Custom Preventative Maintenance at APD Bailey Training Facility**
U&S Services, LLC (CRS #4671)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and U&S Services, LLC (CRS#4671) with regard to the above-entitled matter. This contract has successfully completed the Contract Routing System

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: March 25, 2024)**

3/25/2024
Consent

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

12. Resolution 2024-322

APD HQ Entranceway Flooring Replacement GP Flooring Solutions (CRS#4689)

TOWN BOARD AGENDA ITEM: MARCH 25, 2024

TO: **Town Board**

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

RE: **APD HQ Entranceway Flooring Replacement**
GP Flooring Solutions (CRS#4689)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute an agreement between the Town of Amherst (Police) and GP Flooring Solutions (CRS#4689) 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: March 25, 2024)**

3/25/2024
Consent

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

13. Resolution 2024-323

Master Services Agreement: Installation of LPR Flock Group, Inc. (CRS#4703)

TOWN BOARD AGENDA ITEM: MARCH 25, 2024

TO: **Town Board**

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

RE: **Master Services Agreement: Installation of LPR Flock Group, Inc. (CRS#4703)**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute an agreement between the Town of Amherst (Police) and Flock Group, Inc. (CRS#4703) 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
C: Tim Koller, Deputy Town Clerk **(Agenda Item: March 25, 2024)**

RESULT:	**WITHDRAWN**

R. SENIOR SERVICES:

1. Resolution 2024-324

Early Voting Polling Lease Agreement CRS #4707

We respectfully request Town Board permission to authorize the Supervisor to sign the agreement between the Town of Amherst (Department of Senior Services) and the Erie County Board of Elections.

3/25/2024
Consent

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

S. SEWER/PLANT 16:

1. Resolution 2024-325

Travel Request Required Operator Training Courses

The Engineering Department is requesting approval to send one (1) employee to attend the Grade 3 Supervision and Technical Operations training course at the Environmental Training Center at SUNY Morrisville in Morrisville, NY in September 2024. The total cost for the employee to attend the course is estimated to be $1,756.90, and includes registration, tolls/mileage reimbursement, lodging and per diem.

The Engineering Department is also requesting to send another (1) employee to attend the Basic Operations training course in December 2024 at the Environmental Training Center at SUNY Morrisville in Morrisville, NY. The total cost for the employee to attend the courses is estimated to be $3,696.47, and includes registration, tolls/mileage reimbursement, lodging and per diem.

Funding for this request will be available in accounts G9916-4040 and G9916-4850.

Thank you for considering this request.

3/25/2024
Consent

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

2. Resolution 2024-326

Travel Request Required Pretreatment Training Course

The Engineering Department is requesting approval to send one (1) employee to attend the National Association of Clean Water Agencies National Pretreatment Workshop and Training at Pittsburgh Marriott City Center in Pittsburgh, PA in May. The total cost for

the employee to attend the course is estimated to be $2,611.11, and includes registration, tolls/mileage reimbursement, lodging and per diem.

Funding for this request will be available in accounts G9999-4120.

Thank you for considering this request.

3/25/2024
Consent

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

3. Resolution 2024-327

WPCF Laboratory Colilert System IDEXX Distribution, Inc. CRS - 4668

The Engineering Department, WPCF Division is requesting that the Town Board authorize the Supervisor to sign an agreement with IDEXX Distribution to purchase their Colilert System as stated on their attached quote 20266253, dated 2/29/2024. We are requesting this purchase to update the fecal coliform test equipment and method in the WPCF Laboratory, which in hand will give us the capability of receiving test results within 24 hours rather than the 72 hours with our current method. This updated technology does not require labor intensive setup time which can be restrictive and cumbersome during wet weather events driving up laboratory overtime costs.

The WPCF would also like to note that IDEXX Distribution is the sole-source provider for this system. Currently, there are no other comparable systems.

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

Funds will be available in KP2028-4972 & G9916-4860.

Thank you for considering this request.

3/25/2024
Consent

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

4. Resolution 2024-328

Award of Bid - Hohl Industrial Services, Inc. WPCF: Building No. 1 Screen and Valve Improvements – General Contract Town Project Nos. 2016.002H & 2018.002B

On March 14th, 2024 bids were received for the above referenced project. As per the attached bid tabulation, two (2) bids were received for the General Contract (GC).

The Engineering Department recommends award of bid item G-1 to Hohl Industrial Services, Inc., 770 Riverview Blvd., Tonawanda, NY 14150 per their not-to-exceed bid amount of $4,498,000.00, for the WPCF: Building No. 1 Screen and Valve Improvements - General Contract.

To provide the proper level of funding for the project bid award, the Engineering Department also requests that the Town Board approve a budget transfers from the following Bond Accounts:

$50,000.00 from KP1621-4979 (Contingency) to KP1621-4972 (Construction)
$10,000.00 from KP1849-4979 (Contingency) to KP1849-4972 (Construction)
$10,000.00 from KP1926-4979 (Contingency) to KP1926-4972 (Construction)

Funds are available for this project from the following Bond Accounts and Government Funds:

WPCF: Disinfection/Metering/Screen Replacement	KP-1621-4972
WPCF: Building No. 1 Valve Rehabilitation	KP-1849-4972
WPCF: Microscreens Additions	KP-1926-4972
WPCF: Influent Intermediate Pump Station Rebuild	KP-2030-4972
American Rescue Plan Act (ARPA) Funds	

Thank you for your consideration of this request.

3/25/2024
Consent

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

5. Resolution 2024-329

Award of Bid - CIR Electrical Construction Corporation WPCF: Building No. 1 Screen and Valve Improvements – Electrical Contract Town Project Nos. 2016.002H & 2018.002B

On March 14th, 2024 bids were received for the above referenced project. As per the attached bid tabulation, two (2) bids were received for the Electrical Contract (EC).

The Engineering Department recommends award of bid item E-1 to CIR Electrical Construction Corporation, 2517 Long Road, Grand Island, NY 14072 per their not-to-exceed bid amount of $258,750.00, for the WPCF: Building No. 1 Screen and Valve Improvements - Electrical Contract.

Funds are available for this project from the following Bond Accounts and Government Funds:

WPCF: Disinfection/Metering/Screen Replacement	KP-1621-4972
WPCF: Building No. 1 Valve Rehabilitation	KP-1849-4972
WPCF: Microscreens Additions	KP-1926-4972
WPCF: Influent Intermediate Pump Station Rebuild	KP-2030-4972
American Rescue Plan Act (ARPA) Funds	

Thank you for your consideration of this request.

3/25/2024
Consent

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

6. Resolution 2024-330

NYSOGS Piggyback Contract for #2 Fuel Oil Mirabito Holdings, Inc. D/B/A Mirabito Energy Products CRS #4716

The Engineering Department, WPCF Division is requesting that the Town Board authorize the Supervisor to sign an agreement with Mirabito Holdings, Inc. D/B/A/ Mirabito Energy Products to purchase #2 Fuel Oil piggybacking off the current NYSOGS Contract, Group 05500, Award 23287, PC 70303. This contract would be for minimum deliveries of 5,500 gallons of #2 Fuel Oil on an as-needed basis and run through August 31, 2025, unless further extended by NYSOGS.

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

Funds will be available in G9916-4940

Thank you for considering this request.

3/25/2024
Consent

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

T. YOUTH AND RECREATION:

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2024-23

Amended Notice of Claim: Tammy M. Ulrich Vs. Town of Amherst Et Al.

3/25/2024
Referred to Town Attorney

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

XVI. PUBLIC IMPROVEMENT PERMITS

1. Resolution 2024-331

Public Improvement Permit No. 3114 Sanitary Sewer – Miller's Crossing Subdivision Phase 2 2018.043/SUB-2018-02

Attached please find an application for a Sanitary Sewer Public Improvement Permit properly filled out. Permit fee and inspection cost amount to $9,526.50.

We are sending three (3) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee, one in the amount of $7,800.00 which will be held in escrow to cover the inspection costs, and one in the amount of $1,576.50 to cover the televising cost and to be deposited in the SS District account G9000-02377.

At this time, we are asking for your approval of the application for PIP No. 3114.

Thank you for considering this request.

3/25/2024
Consent

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

2. Resolution 2024-332

Private Improvement Permit No. 3116 Paving & Curbing – Miller's Crossing Subdivision Phase 2 2018.043/SUB-2018-02

Attached please find an application for a Paving & Curbing Private Improvement Permit properly filled out. Permit fee and inspection cost amount to $53,650.

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee and one in the amount of $53,500.00 which will be held in escrow to cover the inspection costs.

At this time, we are asking for your approval of the application for PIP No. 3116.

Thank you for considering this request.

3/25/2024
Consent

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

3. Resolution 2024-333

Private Improvement Permit No. 3117 Storm System – Miller's Crossing Subdivision Phase 2 2018.043/SUB-2018-02

Attached please find an application for a Storm System Private Improvement Permit properly filled out. Permit fee and inspection cost amount to $9,250.00.

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee and one in the amount of $9,100.00 which will be held in escrow to cover the inspection costs.

At this time, we are asking for your approval of the application for PIP No. 3117.

Thank you for considering this request.

3/25/2024
Consent

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

4. Resolution 2024-334

Public Improvement Permit No. 3119 Sanitary Sewer – 200 & 202 Brenridge Drive 2019.019/SP-2019-02

Attached please find an application for a Sanitary Sewer Public Improvement Permit properly filled out. Permit fee and inspection cost amount to $1,102.00.

We are sending one (1) check to the Comptrollers Office, $150.00 to be retained as a Permit Fee, $898.00 to be held in escrow to cover the inspection costs, and $54.00 to cover the televising cost and to be deposited in the SS District account G9000-02377.

At this time, we are asking for your approval of the application for PIP No. 3119.

Thank you for considering this request.

3/25/2024
Consent

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

5. Resolution 2024-335

Public Improvement Permit No. 3120 Storm System – 200 & 202 Brenridge Drive 2019.019/SP-2019-02

Attached please find an application for a Storm System Public Improvement Permit properly filled out. Permit fee and inspection cost amount to $1,380.

We are sending one (1) check to the Comptrollers Office, $150.00 to be retained as a Permit Fee and the remaining $1,230.00 will be held in escrow to cover the inspection costs.

At this time, we are asking for your approval of the application for PIP No. 3120.

Thank you for considering this request.

3/25/2024
Consent

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

XVII. SUSPENSION OF RULES

Supervisor Kulpa moved to open Suspension of Rules to bring forth 2 unlisted items. The motion was seconded by Councilmember Berger and unanimously approved 5-0. Suspension of Rules was opened at 8:44 PM.

There being no further business requiring Suspension of Rules, Supervisor Kulpa moved to close, seconded by Councilmember Berger and unanimously approved 5-0. Suspension of Rules was closed at 8:45 PM.

1. Resolution 2024-336

Emergency Purchase Authorization R 22_3-24

Suspension to Town Board Agenda Item March 25, 2024

TO: Amherst Town Board

FROM: Shawn Lavin, Deputy Supervisor

DATE: March 25, 2024

RE: Emergency Purchase Authorization R 22_3-24

The Youth and Recreation Department has an emergency purchase to repair the low charge at the south end of the ice center at the Northtown Center at Amherst. The purchase is from PRG for a total cost of $34,200 per the lowest quote.

Funding for this purchase is available from budget code A7253-4220 which requires Town Board approval. The request is pending successful completion of the contract review process.

3/25/2024
A motion to approve was made by Deputy Supervisor Lavin, seconded by Councilmember Berger and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Deputy Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

2. Resolution 2024-337

Travel Authorization – NYGFOA Annual Conference

Suspension Item to Town Board Agenda of March 25, 2024
Authorize Travel to
New York Government Finance Officers' Association
Annual Conference

To: Deputy Supervisor Lavin

From: Lynda Juul

Date: March 25, 2024

Re: Travel Authorization - NYGFOA Annual Conference

Please approve the attached request for travel to the 2024 New York Government Finance Officers' Association (NYGFOA) Annual Conference. Travel authorization was not previously requested, as it was under the threshold for Town Board approval. Authorization was previously approved for Daryl Bramer, Comptroller, who is also attending the conference, including mileage and tolls. I may now be driving instead of Mr. Bramer, causing my expense to exceed $750 and require Town Board approval.

The conference provides training on various aspects of governmental accounting, financial

management, and budgeting, which are applicable to current challenges being faced by the Town. Funds are available in the departmental budget.

3/25/2024
A motion to approve was made by Deputy Supervisor Lavin, seconded by Councilmember Berger and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Deputy Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

XVIII. PUBLIC EXPRESSION #2

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was opened at 8:45 PM.

The following speakers addressed the Town Board:
Sarah Gemmer, 16 Woodcrest Dr - tax hike
Geri DiCosmo, 378 Meyer Rd - permissive referendum
Andrea Morgante, 253 Woodshire Ct - boards & committees
Shelly Schratz, 1952 Kensington Ave - getting new people on boards & committees
Matt Plunkett, 299 Northill Dr - suspension items
Frank Belliotti, 61 Old Lyme - Resolution 2024-266
Tom Weisbeck, 48 Drawbridge Ct - Town bonding
John Trabert, 234 Mt. Vernon Rd - tax hike regarding Town projects
Dave Howard, 194 Roycroft Blvd - MusicalFare
Kathy Aquilina, 215 Maple Rd - tax hike
Nicole Pohancsek, 286 Haussauer Rd - board behavior
Bob Drdul, 92 Chateau Ter - MusicalFare
Dennis Hoban, 216 California Dr - Westwood
Jina Gentry, 65 Bissell Dr - MusicalFare

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Deputy Supervisor Lavin and unanimously approved 5-0. Public Expression was closed at 9:28 PM.

XIX. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn, seconded by Councilmember Berger and unanimously approved 5-0. The Town Board meeting of March 25, 2024 was adjourned at 9:35 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 28670 **RESOLUTION 2024-173** **DECISION DATE**

1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard Requesting a Modification to Amend SEQRA Findings

Request to remove signage restrictions on the Findings Statement for Boulevard Consumer Square.

2/26/2024
Supervisor Kulpa made a motion to adjourn to the March 25th meeting per the petitioner's request, seconded by Councilmember Berger and unanimously approved 4-0.

3/25/2024
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 7:06 PM.

James Boglioli, Esq. presented.

The following resident spoke:
Allison Sagraves, 171 Amherstdale Rd

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the April 29th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:14 PM.

RESULT:	**DECISION DATE [UNANIMOUS]**	**Next: 4/29/2024 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci	

Amherst

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulpa
Supervisor

Daniel C. Howard,
Planning Direct

Daniel J. Ulatowski,
Assistant Planning D r

Attachment: Z-1996-02B TB letter packet 022624 (RES-2024-173 : 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard Requesting a

Town Board Agenda of February 26, 2024

February 21, 2024

The Honorable Town Board
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Subject: Request to Amend the SEQR Findings for Boulevard Consumer Square relating to signage, Z-1996-02_B; Property Located At 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard.

Honorable Members:

The subject property is bounded by Niagara Falls Boulevard on the west, Ridge Lea Road on the north, North Bailey on the east, and Romney Road on the south. The subject sites are currently improved with 700,000± s.f. of retail and restaurant uses (35+ commercial tenants), with on-site parking for 3,234± vehicles, and an internal circulation network accessing Niagara Falls Boulevard, Romney Road, Ridge Lea Road and North Bailey Avenue.

The purpose of this request is to remove signage restrictions in the SEQR Findings Statement for Boulevard Consumer Square. The petitioner is seeking the removal of SEQR findings that limit the placement of signage on the rear facades of buildings that face Romney Road, Ridge Lea Road, and North Bailey Avenue. Additionally, the request includes the removal of a SEQR finding that limits the number of pole, pylon, or ground signs along Romney Road, Ridge Lea Road, and North Bailey Avenue. **(See page 5 of the attached draft amended certification of findings for proposed amendments).**

For information on the surrounding zoning and land use, please refer to the attached sketch.

History of the adoption of SEQRA Findings:
The subject site was zoned Research & Development (RD) district with the adoption of the Town wide Zoning Map & Ordinance on January 19, 1976.

An application to rezone the subject property (37.2± acres) was filed in 1996 to change the zoning district of the property to General Business (GB). A Draft Environmental Impact Statement (DEIS) was prepared, and accepted by the Town Board on May 9, 1996. The Planning Board, on May 16, 1996 held a public hearing and recommended approval of the rezoning consistent with the findings of the DEIS. A Final Environmental Impact Statement (FEIS) was subsequently accepted by the Town Board on December 2, 1996.

Honorable Town Board

Request to Amend the SEQR Statement of Findings as it relates to signage; property located at 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard
Agenda of February 26, 2024

In February of 2003 a request to amend the Certification of Findings was filed and accepted in order to make the following changes consistent with the DEIS and FEIS;

1. Land Use and Zoning (DEIS Sec. V.B.)
   - 6k. Delete
   - 6n. All loading docks and paved areas at the rear of the structures along Ridge Lea Road, North Bailey Avenue, and Romney Road extension must be screened and/or buffered by berms, landscaping, fences, and/or walls. In addition, the following must be provided at the rear of the "K-Mart" building:
     1. That a ten (10) foot high masonry wing-wall be provided to screen and buffer the view of the proposed loading docks and trucks making deliveries at those loading docks from both Ridge Lea Road and existing residences adjacent north.
     2. That an eight (8) foot high fence or wall be provided along the rear of the proposed structure. Evergreen and deciduous trees and shrubs be provided to buffer the appearance of the wall and to help screen the structure from Ridge Lea Road. The Planning Board will determine at site plan review the location and species of plantings and the length and materials of the fence or wall.
   - 6o. That the petitioner request permission from the owners of the existing "K-Mart" building to construct an eight (8) foot high fence and/or wall along the rear or north property line to screen the building from Ridge Lea Road. If permission is granted, the petitioner shall also make every effort to work with the owner and/or operators of the "K-Mart" store to remove trash and debris from their property, particularly along Ridge Lea Road.

9. Transportation (See IV.D.)
   - 9v. The requirements of the NYSDOT and the Town of Amherst must be addressed prior to final site plan approval.

The Certification of Findings was further amended and accepted by the Town Board on October 18, 2007 to make the following changes:

6. Land Use and Zoning (DEIS Sec. V.B.)
   - 6j. No pole, pylon, or ground signs shall be permitted on Ridge Lea Road, North Bailey Avenue and Romney Road. This excludes directional signs at driveways or other traffic control signs that do not have any logos or advertising.
   - 6n. All loading docks and paved areas at the rear of the structures along Ridge Lea Road, North Bailey Avenue, and Romney Road extension must be screened and/or buffered by berms, landscaping, fences, and/or walls. The Planning Board will determine the height of berms and landscaping requirements at site plan review. A fifty (50) foot setback will be required adjacent to residential zoning or development to permit additional screening. Utility or pipeline easements shall be in addition to the required setbacks.

Attachment: Z-1996-02B TB letter packet 022624 (RES-2024-173 : 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard Requesting a

Honorable Town Board

Request to Amend the SEQR Statement of Findings as it relates to signage; property located at 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard
Agenda of February 26, 2024

The Planning Board offers the following findings consistent with Section 8-3 of the Zoning Ordinance.

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

Signage is not specifically addressed in the Comprehensive Plan however Chapter 5: Economic Development, discusses the un-wanted outcomes of a ridgid regulatory environment on business growth within the Town of Amherst. A recommendation of the Comprehensive Plan is to facilitate flexible regulatory polices so that employers are able to "grow in place" both physically and economically. A nexus can be drawn from the regulatory control of signage through the Zoning Ordinance that could limit the advertising ability of business and prevent growth. Therefore, this request is consistent with the policies of the Bicentennial Comprehensive Plan as they relate to economic growth.

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

As required by §7-8 of the Zoning Ordinance, Boulevard Consumer Square is subject to the requirements of a Coordinated Sign Plan. If this request is approved, an amendment to the previously approved sign plan will be required. At that time, the proposed amendment would be reviewed by the Planning Department and Building Department for compliance with the regulations on signage. The request itself does not need to be consistent with the Zoning Ordinance, however the subsequent approval of any sign permits must be consistent with §7-8.

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

The proposed amendment to the Findings Statement is consistent with surrounding land uses and zoning. Uses to the north and south include retail plazas, commercial businesses and office/warehousing, as well as the commercial uses in the Town of Tonawanda on the west side of Niagara Falls Boulevard, and is also compatible with the retail/warehouse/office uses proposed for the parcels on the east side of North Bailey Avenue.

RECOMMENDATION

The Planning Board at their meeting of November 16, 2023 held a public hearing on the subject 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 request to amend the SEQR Statement of Findings be approved subject to the following conditions;

1. That the Certification of Findings be revised to include the following mitigation measures:

   i. No signage shall be placed facing northerly, within 400 feet of the southern edge of the Ridge Lea Road right-of-way from a point at the intersection of the centerlines of Ridge Lea Road and Niagara Falls Boulevard between 400 feet and 1,500 feet easterly.

Attachment: Z-1996-02B TB letter packet 022624 (RES-2024-173 : 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard Requesting a

Honorable Town Board

Request to Amend the SEQR Statement of Findings as it relates to signage; property located at 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard
Agenda of February 26, 2024

j. No pole, or ground signs shall be permitted along Ridge Lea Road beyond 300' of eastern edge of Niagara Falls Blvd and that message center signs are prohibited along any of the roadways adjacent to the development This excludes directional signs at driveways or other traffic control signs that do not have any logos or advertising.

The Planning Department is providing the attached draft resolution, should the Town Board desire to act on the subject request after the public hearing.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/TV/ac
Att.
X:\Current_Planning\Files\Rezonings\1996\Z-1996-02_B_(1565_1575-1659_&_1641-1703 _Niagara_Falls_Blvd)_2023\Z-1996-02_B_Town_Board_Letter.docx
cc: Martin Polowy, Town Attorney

Planning Board Approval, November 16, 2023
Ayes 6, Noes 0, Abstain 1

Attachment: Z-1996-02B TB letter packet 022624 (RES-2024-173 : 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard Requesting a

DRAFT RESOLUTION
(2/26/2024)

Adoption of Local Law to Amend the SEQR Statement of Findings
(1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard & Z-1996-02_B)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR have been completed, 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 November 16, 2023 that the proposed amendment of adopted SEQR findings for Boulevard Consumer Square for signage 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 adopted SEQR findings for Boulevard Consumer Square subject to the following conditions as recommended by the Planning Board:

1. That the Certification of Findings be revised to include the following mitigation measures:

   i. No signage shall be placed facing northerly, within 400 feet of the southern edge of the Ridge Lea Road right-of-way from a point at the intersection of the centerlines of Ridge Lea Road and Niagara Falls Boulevard between 400 feet and 1,500 feet easterly.

   j. No pole, or ground signs shall be permitted along Ridge Lea Road beyond 300' of the eastern edge of Niagara Falls Blvd and that message center signs are prohibited along any of the roadways adjacent to the development This excludes directional signs at driveways or other traffic control signs that do not have any logos or advertising.

"X:\Current_Planning\Files\Rezonings\1996\Z-1996-02_B_(1565_1575-1659_&_1641-1703 _Niagara_Falls_Blvd)_2023\Z-1992-02_B_TB_resolution.doc"

Attachment: Z-1996-02B TB letter packet 022624 (RES-2024-173 : 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard Requesting a

Amherst

Town of Amherst Planning Department *Erie County, New York*

Satish B. Moh
Supervisor
Eric W. Gillett, A
Planning Direc
Gary Black, AI
Assistant Planning D

DRAFT
BOULEVARD CONSUMER SQUARE
1621 NIAGARA FALLS BLVD. (Z-1996-02)
AMENDED CERTIFICATION OF FINDINGS

(Note: Proposed changes to these Findings are highlighted in yellow – see page 5)

Having considered the Draft EIS, Final EIS, and Statement of Findings, as amended and corrected, adopted by the Town Board and Planning Board, having considered the preceding written facts and conclusions relied upon to meet the requirements of 6 NYCRR 617, this Statement of Findings certifies that:

1. The requirements of 6 NYCRR Part 617 have been met;

2. Consistent with the social, economic and other essential considerations from among the reasonable alternatives thereto, the action approved is one which minimizes or avoids adverse environmental effects to the maximum extent practicable; including the effects disclosed in the Environmental Impact Statement, and

3. Consistent with social, economic and other essential considerations, to the maximum extent practicable, adverse environmental effects revealed in the Environmental Impact Statement process will be minimized or avoided by incorporating as conditions to the decision those mitigative measures which were identified as practicable.

TOWN OF AMHERST
Name of Agency

Signature of Responsible Official

Brian Kulpa
Name of Responsible Official

Town Supervisor
Title of Responsible Official

Date

5583 MAIN STREET, WILLIAMSVILLE, NY 14221
Address of Agency

Attachment: Z-1996-02B TB letter packet 022624 (RES-2024-173 : 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard Requesting a

RESOLUTION

WHEREAS, following the May 1, 1996, submittal of a Draft Environmental Impact Statement (DEIS) prepared by Clough, Harbour & Associates on behalf of First Amherst Development/Randall Benderson 1973-1 Trust, the DEIS was accepted by the Town Board on May 6, 1996. The DEIS was submitted for the proposed rezoning from RD (Research Development) to GB (General Business) and development of 37.2± acres of land located at the rear of 1621 Niagara Falls Boulevard. On May 16, 1996, the Planning Board held a public hearing on the DEIS and rezoning request and recommended approval of the subject petition. Subsequently, a public hearing on the DEIS and rezoning request was held by the Town Board on June 17, 1996. A Final Environmental Impact Statement (FEIS) was accepted by the Town Board on December 2, 1996 and a Notice of Completion of the FEIS was filed on December 4, 1996; and

WHEREAS, the Planning and Town Boards have considered the content of the DEIS, the FEIS, and all other documents and comments and submissions made during and after the hearings.

NOW THEREFORE THE TOWN BOARD FINDS AND DETERMINES THAT:

1. These Findings set forth specific conditions and criteria consistent with 6 NYCRR Sections 617.7, 617.9, 617.11, and 617.12 under which the site plan process can proceed. This process provides procedures to supplement the FEIS if necessary and for public notice and opportunity to participate in hearings before the Town Planning Board before it approves a site plan. An Environmental Assessment Form and an Erosion & Sedimentation Control Plan will be required with site plan application for environmental review. If the proposed development does not conform with these Findings, a Supplemental Findings Statement, a supplement to the FEIS, or a Negative Declaration shall be prepared to comply with 6 NYCRR Section 617.9.

2. The proposed commercial development as presented in the FEIS is consistent with the intent and objectives of the Zoning Ordinance.

3. Adequate services and utilities must be available prior to occupancy. Review and approval of services and utilities by the Town agencies will be required for site plan approval.

4. Development will be consistent with all other applicable laws, rules and regulations.

5. HYDROLOGY AND DRAINAGE (DEIS Sec. IV. A.)

   a. Town policy requires that all developments provide facilities adequate to assure disposition of surface water without adverse effect on other property. The Town of Amherst Engineering and Building Departments shall review, approve, and monitor proposed drainage plans and the impacts of proposed developments on the entire watershed. The developer will retain a professional engineer to calculate the size locations of all storm water detention areas for site plan review.

DRAFT

Attachment: Z-1996-02B TB letter packet 022624 (RES-2024-173 : 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard Requesting a

All designs and engineering calculations must then be approved by the appropriate town, state or federal agencies having jurisdiction over this project. The DEIS drainage studies thoroughly analyze existing drainage problems and increased runoff from new development and how the stormwater detention basins will mitigate impacts related to both problems. The proposed detention basins are integral parts of the drainage system and are designed to protect downstream areas. The developers will pay for these improvements as the project is built.

b. Town drainage ditches TA-3 and TA-2 which currently flow north and east across the property will be relocated to the north side of the proposed Romney Road extension and the west side of North Bailey Avenue. The specific design of the relocated ditches must be approved by the Town of Amherst Engineering and Highway Departments. The construction of a series of culverts along the ditch and under North Bailey Avenue as proposed in Sec. IV-A. of the DEIS will not be permitted.

c. A stormwater detention site will be constructed adjacent to the northeast corner of the site in two sections, one located contiguous to the proposed development, the second across Ridge Lea Road adjacent to the I-290. These sites will provide the required 16.3 acres of stormwater detention area needed to meet Town of Amherst requirements (as per Sec. IV A., DEIS) and will provide additional capacity to alleviate downstream flooding from the proposed development for a 50-year event.

d. The project sponsor anticipates that the stormwater detention areas described above will be acquired from New York State. Should the project sponsor be unable to purchase the land, the site layout shall be redesigned to accommodate detention of all stormwater on-site. The redesigned stormwater detention shall be adequate to assure disposition of surface water without adverse effect on other property. The Town of Amherst Engineering and Building Departments shall review, approve and monitor proposed drainage plans and the impacts of proposed developments on the entire watershed. The developer will retain a professional engineer to calculate the size and locations of all storm water detention areas. All designs and engineering calculations must then be approved by town, state or federal agencies having jurisdiction over this project.

e. No landscaping may be planted or berms constructed over the relocated and tiled ditches unless approved by the Town of Amherst Highway and Planning Departments. Sufficient landscaped areas to accommodate required landscaping and/or berms as determined by the Planning Department will be provided adjacent to the relocated ditches.

f. The parking lot of the proposed development shall not be used for stormwater detention.

g. The petitioner shall design, construct and maintain ponded areas in a manner that discourages or eliminates mosquito propagation. The Highway Department's mosquito control operation (DEIS has been approved by the NYSDEC) shall have permission to monitor for mosquito larvae and shall treat the water with larvicide if the situation warrants it.

Attachment: Z-1996-02B TB letter packet 022624 (RES-2024-173 : 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard Requesting a

h. The Highway Department requires that proper pond maintenance, such as mowing and eliminating standing water, be performed. Pond maintenance shall be the sole responsibility of the property owner.

i. The developer shall fund up to a maximum amount of $20,000 for the construction of a connection between the "Evergreen" ditch and an existing ditch within an abandoned railroad right-of-way in the Town of Tonawanda if the Town of Tonawanda can secure permission for this work from property owners or otherwise as the Town of Tonawanda may deem appropriate.

j. The developer shall contribute $25,000 to the Town of Tonawanda for the purpose of funding a drainage study of the "Evergreen" ditch.

k. The Town of Tonawanda will be given an opportunity to review drainage plans as part of all site plan applications for this project. Their input shall be sought and where appropriate will be incorporated into the final design.

l. Implementation of New York State Soil Erosion & Sediment Control measures shall insure that water quality in Town Ditches TA-2 and TA-3 will not be negatively impacted. The Engineering Department shall require submittal of an erosion control plan with the site plan application and a specific erosion control plan with any subsequent site plan request.

m. During construction, all construction equipment should be properly maintained to prevent contamination due to spills. During operation, the perched water table will be controlled by on site drainage. Road salt should be used only as necessary and pesticide applications, if required, applied professionally.

n. Mitigation for potential pollutants and sediments shall include a properly designed, constructed and maintained storm water system designed to the satisfaction of the Town Engineer. Catch basins and other storm structures will provide areas for trapping and removal of sediments and pollutants, especially grease and oils. Swales and detention basins will also allow sediments and pollutants to settle out of surface water. Plant materials shall be used in these areas to further act as a water emission cleanser.

6. LAND USE & ZONING (DEIS Sec. V. B.)

a. The proposal is consistent with Part I, Section 2-1.11 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.

b. Wherever possible, the project will retain or relocate existing trees.

c. A tree survey shall be provided for the entire site, including the stormwater detention areas, identifying the type, size and location of all trees 4 inches in caliper or larger.

Attachment: Z-1996-02B TB letter packet 022624 (RES-2024-173 : 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard Requesting a

d. To visually break-up the massiveness of the parking lot and improve pedestrian safety, the petitioner shall provide four (4) concrete pedestrian walkways through the parking lot at regular intervals to connect buildings within the development. Each sidewalk shall be five (5) feet wide with ten (10) foot wide curbed landscaped panels on each side of the sidewalk, except in driving lanes. Shade trees of species approved by the Planning Department shall be planted at forty (40) foot intervals on both sides of the sidewalk; the plantings shall be staggered to avoid being opposite each other on each side of the sidewalks.

e. Curbed landscape islands shall be placed at regular intervals throughout the parking lot. Where practical, each island shall contain two deciduous shade trees.

f. A minimum of 20% of the site must be landscape area.

g. The petitioner shall be encouraged to bring the existing K-Mart parcel into compliance with the Town's current landscape regulations.

h. Foundation landscaping shall be required at the perimeter of each building.

~~**i.** No signage shall be placed on the rear of any structure that is visible from a public right-of-way, such as Ridge Lea Road, North Bailey Avenue, Romney Road, and the proposed Romney Road extension.~~

i. No signage shall be placed facing northerly, within 400 feet of the southern edge of the Ridge Lea Road right-of-way from a point at the intersection of the centerlines of Ridge Lea Road and Niagara Falls Boulevard 1,500 feet easterly.

~~**j.** No pole, pylon, or ground signs shall be permitted on Ridge Lea Road, North Bailey Avenue, and Romney Road. This excludes directional signs at driveways or other traffic control signs that do not have logos or advertising.~~

j. No pole, or ground signs shall be permitted along Ridge Lea Road and that message center signs are prohibited along any of the roadways adjacent to the development This excludes directional signs at driveways or other traffic control signs that do not have any logos or advertising.

k. DELETE ON 6/16/03.

l. No outdoor public address systems will be permitted.

m. The project owner or its successors will confine exterior cleaning operations, deliveries, garbage collection, or other activities that exceed ambient noise levels to the hours of 7:00 AM to 11:00 PM.

n. All loading docks and paved areas at the rear of structures along Ridge Lea Road, North Bailey Ave., and both the existing and proposed Romney Road extension must be

Attachment: Z-1996-02B TB letter packet 022624 (RES-2024-173 : 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard Requesting a

screened and/or buffered by berms landscaping, and/or fences and/or walls. The Planning Board shall determine the height of berms and landscaping requirements at site plan review. A fifty (50) ft. setback will be required adjacent to residential zoning or development to permit additional screening. Utility or pipeline easements shall be in addition to required setbacks.

7. FISCAL ANALYSIS (Sec. IV. G. DEIS

a. The fiscal impact of the project is discussed in Sec. IV.G. of the DEIS. That analysis indicates that the proposed project will have a beneficial economic impact on the Town.

8. COMMUNITY SERVICES (Sec. IV. C. DEIS)

a. The Engineering Department shall review site specific development plans to determine the adequacy of the water supply and the location of fire hydrants for fire protection purposes. A plan for ownership and maintenance of all drainage facilities will be required for site plan review. Any discharge of storm water into protected streams shall require a permit from the NYSDEC. The waterlines will be looped with existing lines on North Bailey Avenue, Romney Road, and Niagara Falls Blvd. The waterline along Niagara Falls Blvd. shall be replaced by the developer.

b. Water and sewer services will be designed and constructed in accordance with the Erie County Water Authority, Erie County Health Department, NYSDEC, the Town of Amherst and any other agencies having jurisdiction over the project. If the parcel across Ridge Lea Road adjacent to the I-290 is used for stormwater detention purposes, a sanitary sewer easement will be granted to the Town of Amherst by the developer for sanitary sewer flows at a location to be determined by the Town Engineer.

c. The project sponsor will adhere to all design and maintenance requirements and guidelines of the owners of private pipelines impacted by this project. Written approval of the design of the development from all such pipeline owners will be required prior to site plan approval. The developer will assume all costs associated with relocating the pipeline, if required, and any damages incurred during development of the project.

d. The developer or its successors shall assume costs associated with pipeline maintenance and repairs necessitated by the development of this project, including but not limited to pavement repairs.

e. All future occupants of the development will be made aware of the potential for possible disruptions in their operation due to pipeline maintenance and repair. Those occupants will not seek compensation from the pipeline owners or their successors for losses incurred as a result of such disruptions.

f. The pipelines will not be left exposed during construction activities. All utilities must pass below the pipelines at a depth required by the pipeline owners. An on-site inspector will be present as required by pipeline owners during construction.

Attachment: Z-1996-02B TB letter packet 022624 (RES-2024-173 : 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard Requesting a

g. Private refuse collection will be utilized.

9. TRAFFIC (DEIS Sec. IV. D.)

a. An internal north-south circulation drive shall be provided between Romney Drive and Ridge Lea Road.

b. The Romney Road extension will be dedicated to the Town of Amherst. Design, alignment, and right-of-way width will be determined by the Town of Amherst. The petitioner will complete the Romney Road extension to North Bailey Avenue prior to issuance of any conditional, temporary, or permanent certificate of occupancy.

c. The eastbound approach of the Romney Road extension at North Bailey Avenue will consist of one left turn lane, one right turn lane, and one entrance lane.

d. The alignment of the Romney Road extension's terminus at North Bailey Avenue with the existing Amherst Commerce Park driveways across North Bailey Avenue shall be approved by the Town of Amherst as part of site plan review.

e. The number, design, and location of curb cuts from the development to North Bailey Avenue shall be approved by the Town of Amherst as part of site plan review.

f. The number, design, and location of curb cuts from the development to Ridge Lea Road shall be approved by the Town of Amherst as part of site plan review.

g. The number, design, and location of curb cuts from the development to Romney Road and the Romney Road extension shall be approved by the Town of Amherst as part of site plan review.

h. The developer will construct a left turn lane on North Bailey Avenue to service the Romney Road extension intersection and all site access drives. The design and alignment of the turn lane shall be approved by the Town of Amherst at site plan review.

i. The developer will provide an eastbound right turn lane into the site access drive on Ridge Lea Road east of the existing K-Mart. The design and alignment of the turn lane must be approved by the Town of Amherst at site plan review.

j. The northbound approach of the eastern site access drive on Ridge Lea Road will consist of one entrance lane, one outbound right turn lane, and one outbound left turn lane.

k. The developer or its successors shall conduct a signal warrant analysis at both the intersection of the Ridge Lea Road site access drive east of the existing K-Mart and the intersection of the Romney Road extension and North Bailey Avenue when the development reaches 75% occupancy of the entire project, including that portion constructed on land currently zoned GB (75% occupancy will be defined as 415,000 gross square feet of occupied space). If a signal is not warranted at either location, a

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second warrant analysis will be conducted when over 500,000 gross square feet is constructed and 90% occupancy is achieved. The developer or its successors will be required to pay for all costs associated with the provision of a signal at both locations at any time that it is determined by the Town that warrants are met. This shall include interconnection with nearby signals and pavement modifications as necessary.

l. The developer or its successors shall conduct a study of the intersection of the existing site driveway west of K-Mart on Ridge Lea Road to determine if any traffic safety problems exist. This analysis shall be completed when the project achieves 75% occupancy as defined in (9-k.) above. The developer or its successors will be required to close this driveway at the first opportunity permitted by lease arrangements with existing tenants if a traffic-safety problem is identified.

m. The developer will provide an internal connection to the existing Tim Horton's doughnut shop if an agreement can be reached with the doughnut shop ownership.

n. The developer will meet the requirements of the NYSDOT for a second right turn lane from westbound Ridge Lea Road onto Niagara Falls Blvd. at site plan review.

o. Sidewalks shall be required along the perimeter of all public roads adjacent to the plaza; sidewalk along Ridge Lea Road will be required at the time of construction of building(s) adjacent to that road or earlier if required by the Town Board.

p. The developer will provide a driveway to Romney Road from the Romney Research Park at a location that will be approved by the Town of Amherst at site plan review.

q. The developer will lengthen the left turn storage lane on the southbound left turn lane on the North Bailey Avenue approach to Maple Road as recommended by Erie County.

r. The requirements of Erie County relative to transportation shall be met.

s. The requirements of the Niagara Frontier Transportation Authority relative to public transportation shall be met.

t. The mitigations stated in the NYSDOT letters of June 27, 1996 and August 23, 1996 to the Town of Amherst Planning Director shall be implemented to the satisfaction of the NYSDOT; all other requirements of the NYSDOT relative to transportation shall be met.

u. The requirements of the Town of Amherst relative to transportation shall be met.

10. ARCHAEOLOGY (DEIS Sec. IV. E.)

a. The NYS Office of Parks, Recreation and Historic Preservation must confirm in writing the determination that the project will have no impact on cultural resources eligible for inclusion in the State & National Registers of Historic Places prior to site plan approval.

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11. WETLANDS (DEIS Sec. IV. F.)

a. The project sponsor must submit an approved and valid US Army Corps of Engineers permit to the Town prior to final site plan approval

12. The letters received from the Town of Tonawanda dated 2/26/96, 5/23/96, 7/31/96, 8/1/96, and 9/10/96 have been considered by the Town Board and they are directed to be added to the appendix of the FEIS.

"X:\Current_Planning\Files\Rezonings\1996\Z-1996-02_B_ (1565_1575-1659_&_1641-1703 _Niagara_Falls_Blvd) _2023\Consumers_Square_Findings_Statement_(SP-1997-05) _10182007.docx"

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Attachment: Z-1996-02B TB letter packet 022624 (RES-2024-173 : 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard Requesting a

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-1996-02_B

PETITIONER

Benderson Development Co.
570 Delaware Avenue
Buffalo, NY 14202

PROPERTY LOCATION

1541-1703 Niagara Falls Boulevard

NOV 20 2023 AM9:2

WHEREAS the Town of Amherst Planning Board on Thursday, November 16, 2023 held a public hearing on the proposed amendment to the Certification of Findings for Boulevard Consumer Square for Signage, 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 amendment to the Certification of Findings is generally consistent with the policies of the Comprehensive Plan and the Zoning Ordinance.

B. The proposal is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.

C. The proposed change does tend to improve the balance of uses, or meets a specific demand in the Town.

D. Review by the US Army Corps of Engineers under Section 404 of the Clean Water Act may be waived because the parcel is developed.

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 amendment to the Certification of Findings be **approved subject** to the following conditions:

1. That the Certification of Findings be revised to include the following mitigation measures:

Attachment: Z-1996-02B TB letter packet 022624 (RES-2024-173 : 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard Requesting a

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-1996-02_B

PETITIONER

Benderson Development Co.

PROPERTY LOCATION

1541-1703 Niagara Falls Boulevard

NOV 20 2023 AM9:2

i. No signage shall be placed facing northerly, within 400 feet of the southern edge of the Ridge Lea Road right-of-way from a point at the intersection of the centerlines of Ridge Lea Road and Niagara Falls Boulevard between 400 feet and 1,500 feet easterly.

j. No pole, or ground signs shall be permitted along Ridge Lea Road beyond 300' of eastern edge of Niagara Falls Blvd and that message center signs are prohibited along any of the roadways adjacent to the development This excludes directional signs at driveways or other traffic control signs that do not have any logos or advertising.

The foregoing resolution was adopted by the Town of Amherst Planning Board, November 16, 2023; moved by Giuliani; seconded by Raffaele; ayes 6, noes 0; abstain 1 (Chmiel).

Robert J. Gilmour, Planning Board Chair

11-18-2023.
Date

TV/ac
X:\Current_Planning\Files\Rezonings\1996\Z-1996-02_B_(1565_1575-1659_&_1641-1703 _Niagara_Falls_Blvd)_2023\Z-1996-02_B_resolution_111623.doc
cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
James Boglioli, Benderson Development, 570 Delaware Avenue, Buffalo, NY 14202

Attachment: Z-1996-02B TB letter packet 022624 (RES-2024-173 : 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard Requesting a

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-1996-02B TB letter packet 022624 (RES-2024-173 : 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard Requesting a

TO BE COMPLETED BY APPLICANT

1. **Petitioner:**

Name: Benderson Development Company, LLC

Address: 570 Delaware Avenue

Buffalo, New York 14202

City State Zip Code

Phone: 716-878-9626 Fax cell 716-9989915

E Mail: jmb@benderson.com

2. **The undersigned hereby petitions the Honorable Town Board to rezone the following described property:**

From: N/A District

To: N/A District

3. **Street address of land to be rezoned:** (must be verified by Town Assessor's Office)

1561- 1703 Niagara Falls Boulevard

SBL #: 54.01-2-12.112, 14.2 & 20

4. **Area of land to be rezoned** (in acres): 64.087

5. **Owner of Land:**

Name: Blvdcon, LLC

Address: 570 Delaware Avenue

Buffalo, New York 14202

City State Zip Code

Phone: 716-878-9626

6. **Representative** (Architect, Engineer, Landscape Architect, Surveyor or Attorney):

Name: James A. Boglioli

Address: 570 Delaware Avenue

Buffalo, New York 14202

City State Zip Code

Phone: 716-878-9626 Fax cell: 716-998-9915

E Mail: jmb@benderson.com

Attachment: Z-1996-02B TB letter packet 022624 (RES-2024-173 : 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard Requesting a

7. **Petitioner's interest in property**

_____ Option to purchase
_____ Owner
X Other (explain) Affiliate

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:
Please see attached letter of intent

B. Rationale for rezoning request:

1. Why was this site chosen? Please see attached letter of intent

2. Why cannot land be used with the existing zoning?
Please see attached letter of intent

3. How will this rezoning impact surrounding properties?
Please see attached letter of intent

4. How will this rezoning impact the school system?
Please see attached letter of intent

Attachment: Z-1996-02B TB letter packet 022624 (RES-2024-173 : 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard Requesting a

12. Quantitative Data:

A. Total # of dwelling units N/A

B. Distribution of dwelling units by type N/A

C. Gross Residential Density per acre N/A

D. Total amount of Open Space N/A

E. Proposed Non-Residential Floor Area N/A

13. Development Schedule:

Start Existing

Finish Existing

Stages (# of) Existing

14. If any portion of the proposed development is planned to be sold or leased, please describe:

N/A

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. <u>The proposed zoning and development plan must be generally consistent with the policies of the Comprehensive Plan and the Town Zoning Ordinance.</u>

1. State in detail why the proposed zoning is consistent with the adopted <u>Town of Amherst Bicentennial Comprehensive Plan</u>. 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 <u>www.amherst.ny.us</u>). Add sheets as needed.

Please see attached letter of intent

Attachment: Z-1996-02B TB letter packet 022624 (RES-2024-173 : 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard Requesting a

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.

   The proposed rezoning is consistent with the comprehensive plan.

3. State why the proposed zoning is consistent with intent and objectives (Sec. 1-2-2) of the Zoning Ordinance:

   Please see attached letter of intent

B. Adequate Services and Utilities are available or are proposed to be made available with the construction of the development:

1. Sanitary Sewer Existing
2. Storm Sewer/Drainage Existing
3. Water Existing
4. Other

C. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:

Please see attached letter of intent

D. Suitability of the subject property for uses permitted by the current versus the proposed district:

Please see attached letter of intent

E. Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the Town:

Please see attached letter of intent

Attachment: Z-1996-02B TB letter packet 022624 (RES-2024-173 : 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard Requesting a

17. The petitioner encloses herewith the sum of $9,540 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 22 *day of* September, 2023

Notary Public, Erie County, New York

COURTNEY L. ADAMO
Notary Public-State of New York
No. 01AD6413282
Qualified In Niagara County
Commission Expires January 25, 2025

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
(716) 631-7051; Fax: (716) 631-7153; Web: www.amherst.ny.us

Attachment: Z-1996-02B TB letter packet 022624 (RES-2024-173 : 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard Requesting a

Rezoning Application Requirements and Checklist

The following checklist outlines the information required by the Town of Amherst to accept a Rezoning application. ***It is strongly recommended that you make an appointment with Planning Staff to discuss what information will be needed to address the items shown on the checklist.***

Item No.	Item	Submitted	Official use
I Application Information			
1.0	**Town of Amherst Rezoning / Comprehensive Plan Amendment Application Form (available from Planning Department)**		
1.1	Name, address, and contact information of the petitioner		
1.2	Name and address of property owners(s) – if different than petitioner		
1.3	If petitioner is different than property owner, provide statement describing interest in property and a letter from the property owner authorizing the application		
1.4	Identify existing and proposed zoning and acreage of area proposed to be rezoned		
1.5	Parcel addresses and Section, Block, and Lot (SBL) numbers of all properties proposed to be rezoned. Indicate if a portion of any parcel is involved, if applicable		
1.6	Statement of planning objectives to be achieved by the proposed rezoning, including the following: • How the proposed zoning and development plan meets the objectives of the Comprehensive Plan • A description of the character of the proposed development • The rationale behind the assumptions that are presented		
1.7	Cite specific maps and/or figures in the Comprehensive Plan that must be amended to support the proposed zoning and provide suggested amendments		
1.8	A general statement about how any proposed open space will be maintained (if applicable)		
1.9	A development schedule indicating the approximate date when construction is expected to begin and be completed. Identify schedule of any proposed phasing of the development (attach pages as necessary)		
1.10	A statement of the petitioner's intentions regarding future sale or leasing of all or portions of the proposed development		
II Survey and Legal Description			
1.0	**Complete boundary survey that includes all existing structures, acreage, legal description, and easements plotted to scale by a NYS licensed land surveyor**		
1.1	Raised/wet seal and signature of licensed surveyor		
1.2	Clear delineation and acreage of area to be rezoned if different than property boundary		
2.0	**Legal Description of the total area proposed to be rezoned. (must be consistent with area shown to be rezoned on boundary survey)**		

Attachment: Z-1996-02B TB letter packet 022624 (RES-2024-173 : 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard Requesting a

Item No.	Item	Submitted	Official use
III Concept Plan (if required by the Planning Board)			
1.0	**Conceptual development plan drawn to scale (no larger than 24" x36" format and folded into 8 ½" x 11" size)**		
1.1	North arrow		
1.2	Scale of drawing		
1.3	Property lines (existing and proposed)		
1.4	Unique natural features and tree cover		
1.5	Information on land controlled by the applicant located within 500 feet of the perimeter of the area proposed to be rezoned		
1.6	Location of all proposed structures and other improvements		
1.7	Number and type of dwelling units (if applicable)		
1.8	Gross square feet of commercial space (if applicable)		
1.9	Maximum structure heights		
1.10	Architectural sketches		
1.11	Existing and proposed contours		
1.12	Existing utility systems (sanitary sewers, water, storm drainage)		
1.13	Location of proposed storm water detention or retention facilities		
1.14	Proposed land use arrangement		
1.15	Location of all parking, loading, stacking and interior circulation drives		
1.16	Location of proposed curb cuts		
1.17	Location of cross access drives to adjacent parcels		
1.18	Pedestrian circulation system		
1.19	Location of NYSDEC wetlands (including buffer area) and/or federal wetlands; indicate jurisdictional status		
1.20	Location of floodway and 100-year floodplain (if applicable)		
1.21	Location and purpose of any proposed easements		
1.22	Location and proposed development of all open spaces, including parks, playgrounds, conservation areas, and dedicated open space; indicate intended ownership of such areas		
1.23	Additional data as required by the Planning Board		
V Other Required Information			
1.0	**Completed and signed Environmental Assessment Form**		
11	Soil boring report and geotechnical report prepared by a qualified Professional Engineer (if applicable)		
1.2	Traffic impact study (if applicable)		
1.3	Archaeological assessment (if applicable)		
1,4	Wetland Delineation report (if applicable)		
2.0	**8 1/2" X 11" reduction of concept plan drawing (see appendix B)**		
3.0	**A CD containing a PDF of the complete submittal package, including all drawings.**		

For official use only:

_____
Approved/Date

Attachment: Z-1996-02B TB letter packet 022624 (RES-2024-173 : 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard Requesting a

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. 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.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information		
Name of Action or Project:		
Project Location (describe, and attach a location map):		
Brief Description of Proposed Action:		
Name of Applicant or Sponsor:	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☐	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:	☐	☐

3. a. Total acreage of the site of the proposed action? _____ acres
   b. Total acreage to be physically disturbed? _____ acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres

4. Check all land uses that occur on, are adjoining or near the proposed action:
   ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban)
   ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
   ☐ Parkland

Attachment: Z-1996-02B TB letter packet 022624 (RES-2024-173 : 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard Requesting a

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☐	☐
b. Consistent with the adopted comprehensive plan?	☐	☐	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☐

	NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		
If Yes, identify: _____	☐	☐

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☐	☐
b. Are public transportation services available at or near the site of the proposed action?	☐	☐
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☐

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☐	☐

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water: _____ _____	☐	☐

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: _____ _____	☐	☐

	NO	YES
12. a. 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?	☐	☐
b. 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?	☐	☐

	NO	YES
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	☐
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☐	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____		

Attachment: Z-1996-02B TB letter packet 022624 (RES-2024-173 : 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard Requesting a

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☐ Urban ☐ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☐	☐
16. Is the project site located in the 100-year flood plan?	☐	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☐	☐
If Yes,		
a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☐
If Yes, briefly describe: _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	☐	☐
If Yes, explain the purpose and size of the impoundment: _____		
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	☐	☐
If Yes, describe: _____		
20.Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	☐	☐
If Yes, describe: _____		

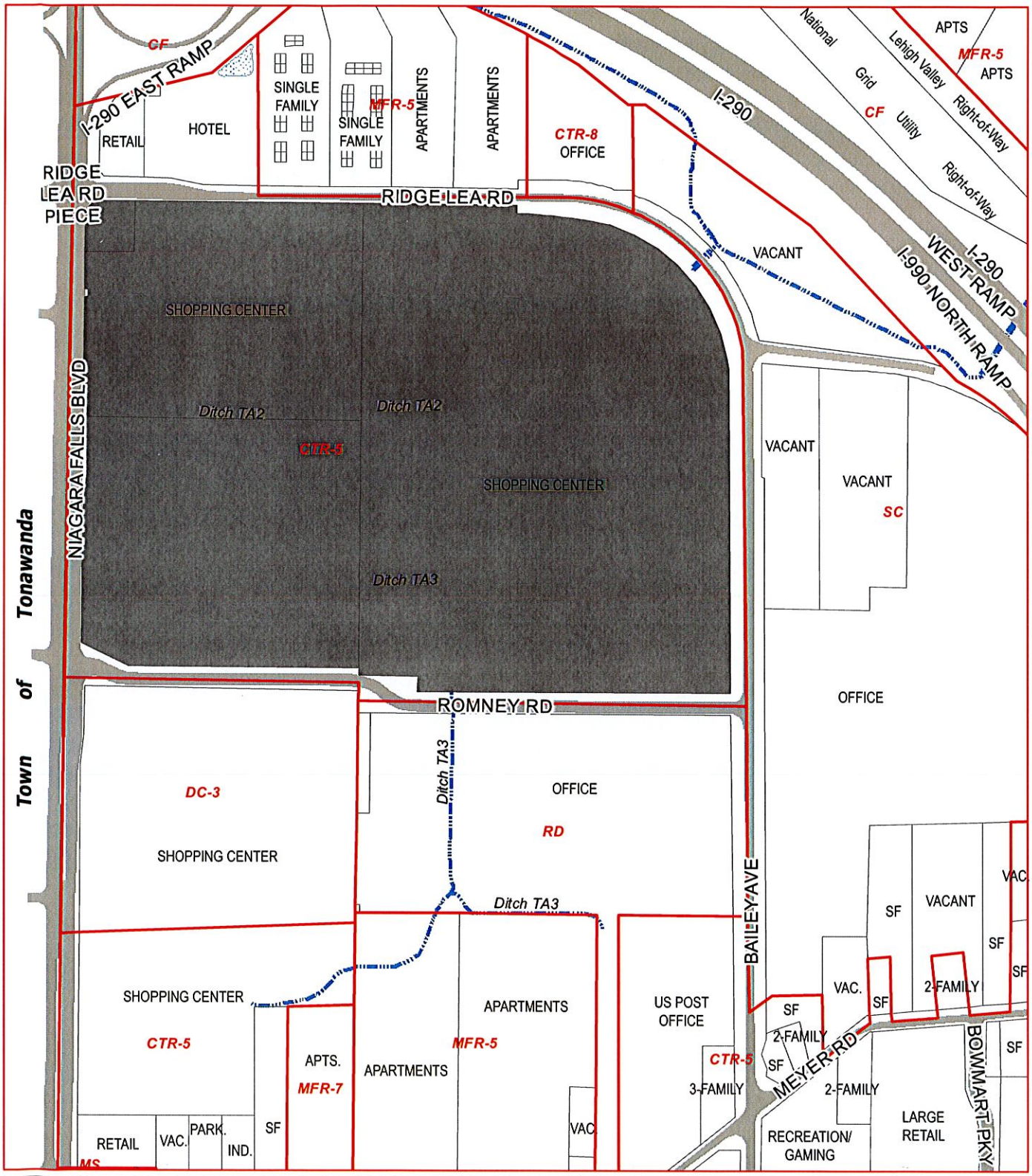
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: _____ Date: _____

Signature: _____ Title: _____

PRINT FORM

Attachment: Z-1996-02B TB letter packet 022624 (RES-2024-173 : 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard Requesting a



Z-1996-02B

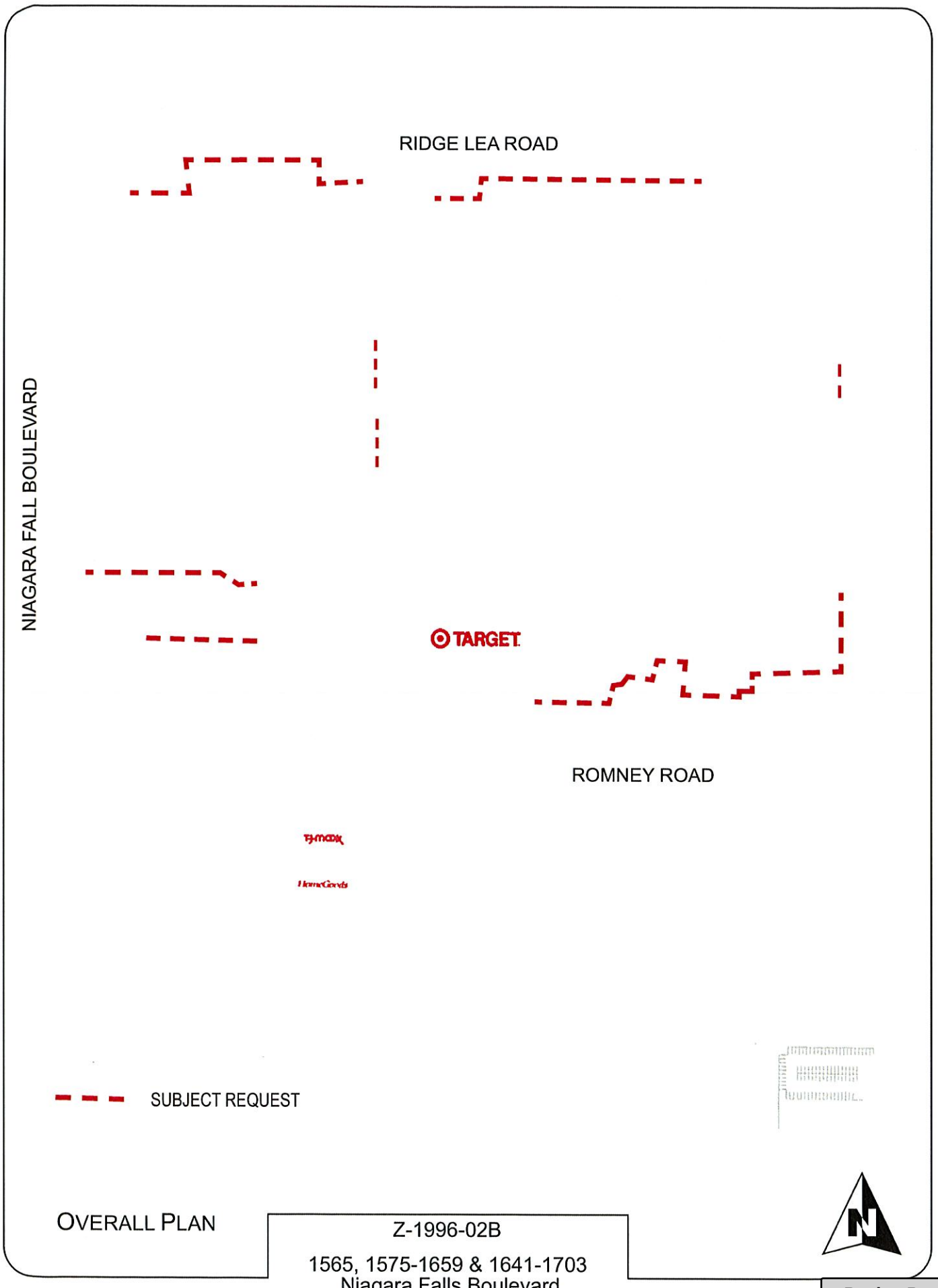
Request to Amend SEQR Finding for Signage
Property Located at 1565, 1575-1659 & 1641-1703
Niagara Falls Boulevard
Benderson Development, Petitioner

November 16, 2023

1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard

Prepared by the Town of Amherst Planning Department

Attachment: Z-1996-02B TB letter packet 022624 (RES-2024-173 : 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard Requesting a

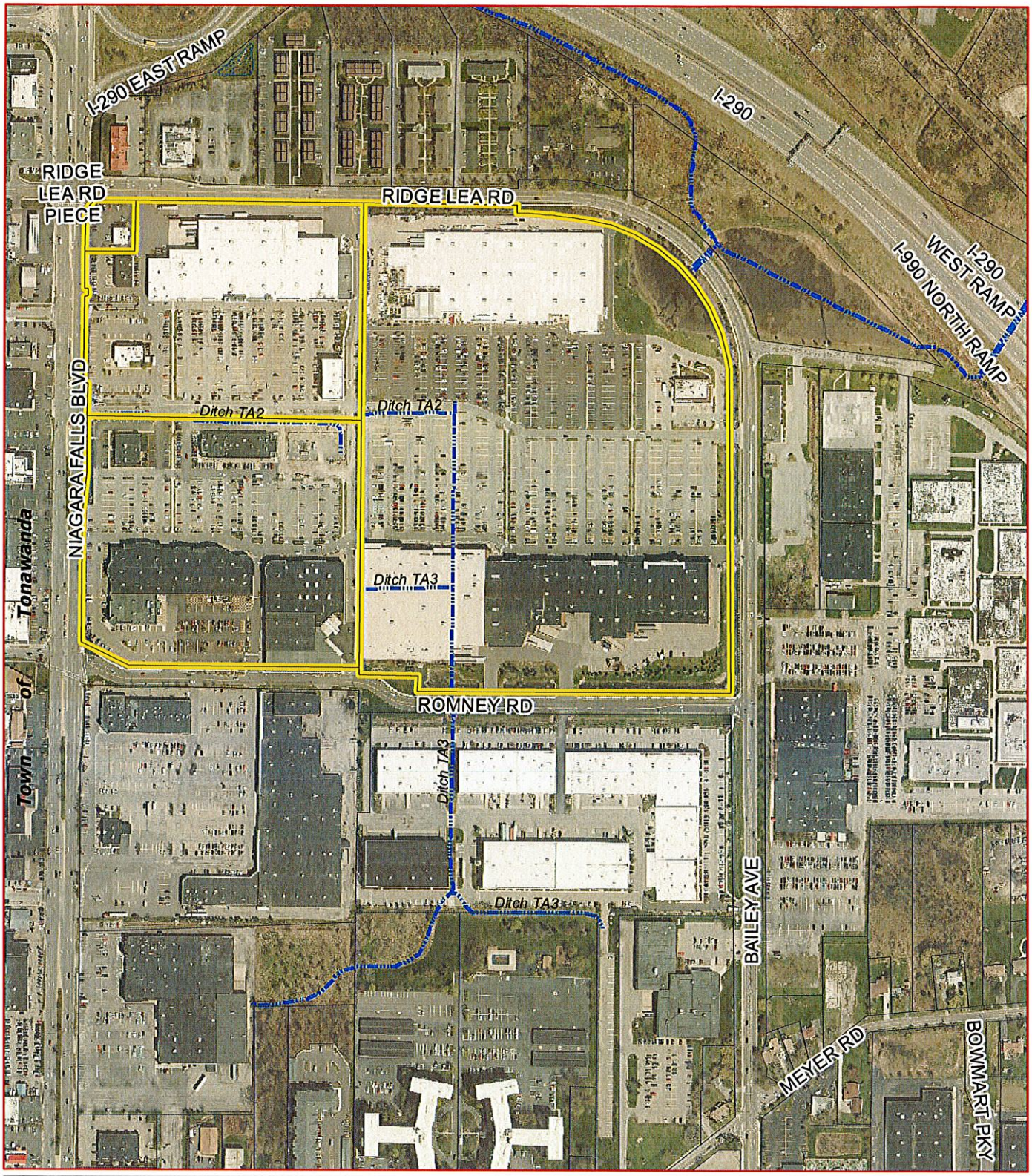


OVERALL PLAN

Z-1996-02B

1565, 1575-1659 & 1641-1703
Niagara Falls Boulevard

Attachment: Z-1996-02B TB letter packet 022624 (RES-2024-173 : 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard Requesting a



Z-1996-02B

Request to Amend SEQR Finding for Signage
Property Located at 1565, 1575-1659 & 1641-1703
Niagara Falls Boulevard
Benderson Development, Petitioner

November 16, 2023

1565, 1575-1659 & 1641-1703
Niagara Falls Boulevard

Prepared by the Town of Amherst Planning Department

Attachment: Z-1996-02B TB letter packet 022624 (RES-2024-173 : 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard Requesting a

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
OCT 19 2023
TOWN OF AMHERST
PLANNING DEPT.

RECEIVED
SEP 28 2023
TOWN ATTORNEY

MEMORANDUM

September 27, 2023

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Martin Polowy, Town Attorney (Local Law Only)
Integrated Review Coordinator, ECDEP

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST FOR RELIEF OF CONDITIONS OF ZONING APPROVAL AS AMENDMENT TO SEQR FINDINGS – SIGNAGE, **Z-1996-02_B**; PROPERTY LOCATED AT **1541-1703 NIAGARA FALLS BOULEVARD**. BENDERSON DEVELOPMENT CO., PETITIONER.

REVIEW:

Do you agree with all statements made? _____.

If you do not, briefly state why: _____

_____.

General comments relative to your agency interests: No immediate concerns - our office will continue to review as appropriate.

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: Mon B Robshaw **Date:** 10/17/23

DU/GP/ac
X:\Current_Planning\Files\Rezonings\1996\Z-1996-02_B_(1541-1703_Niagara_Falls_Blvd)_2023\Z-1996-02_B_Transmittal_092723.doc
cc: Scott Marshall, Principal Planner
Jeff Burroughs, Town Engineer
James Boglioli, Benderson Development Co., 570 Delaware Ave., Buffalo, NY 14202

Attachment: Z-1996-02B TB letter packet 022624 (RES-2024-173 : 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard Requesting a

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

October 6, 2023

James Boglioli
Benderson Development Company, LLC
570 Delaware Avenue
Buffalo, New York 14202

SUBJECT:	Rezoning Application Review	**Z-1996-02_B**
	Request:	Relief of Conditions of Zoning Approval/Amendment to Certification of SEQR Findings
	Property located at:	**1541-1703 Niagara Falls Boulevard**
	Application received:	September 25, 2023
	Representative:	James Boglioli, Benderson Development Co. LLC

Dear Mr. Boglioli,

Please consider the following comments:

1. The following items on the Short Environmental Assessment Form should be corrected or completed:
   - Question No. 1 should be answered "Yes". As an amendment to the Findings Statement (last revised October 2007) and limited to signage, the Action will not affect any natural resources.
2. Complete a Town of Amherst Addendum to the EAF, as applicable to the project.
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 a draft local law granting relief of rezoning conditions in Microsoft Word format.
5. 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 Gary Palumbo, AICP, Associate Planner at gpalumbo@amherst.ny.us Scott A. Marshall, Principal Planner at smarshall@amherst.ny.us.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/SM/GP/bf

X:\Current_Planning\Files\Rezonings\1996\Z-1996-02_B_(1541-1703_Niagara_Falls_Blvd)_2023\Z-1996-02_B-Pln_Rvw_DRAFT.docx
cc:

Attachment: Z-1996-02B TB letter packet 022624 (RES-2024-173 : 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard Requesting a

Amherst
Town of Amherst Planning Department

RECEIVED
NOV 08 2023
TOWN OF AMHERST
PLANNING DEPT.

Erie County, New York

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

MEMORANDUM

September 27, 2023

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Martin Polowy, Town Attorney (Local Law Only)
Integrated Review Coordinator, ECDEP

FROM: for Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST FOR RELIEF OF CONDITIONS OF ZONING APPROVAL AS AMENDMENT TO SEQR FINDINGS – SIGNAGE, **Z-1996-02_B**; PROPERTY LOCATED AT **1541-1703 NIAGARA FALLS BOULEVARD**. BENDERSON DEVELOPMENT CO., 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: Doug Gesel **Date:** 11/8/23

DU/GP/ac
X:\Current_Planning\Files\Rezonings\1996\Z-1996-02_B_(1541-1703_Niagara_Falls_Blvd)_2023\Z-1996-02_B_Transmittal_092723.doc
cc: Scott Marshall, Principal Planner
Jeff Burroughs, Town Engineer
James Boglioli, Benderson Development Co., 570 Delaware Ave., Buffalo, NY 14202

Attachment: Z-1996-02B TB letter packet 022624 (RES-2024-173 : 1565, 1575-1659 & 1641-1703 Niagara Falls Boulevard Requesting a

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 28701 **RESOLUTION 2024-210** **ADJOURNED**

46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive Plan Amendment

Request to amend the Bicentennial Comprehensive Plan for 46, 54, 60, 68, 74 & 84 South Linden Street from Single Family Residential to Mixed Residential.

3/11/2024
Supervisor Kulpa made a motion to adjourn to the March 25th meeting per the petitioner's request, seconded by Councilmember Berger and unanimously approved 5-0.

3/25/2024
Supervisor Kulpa made a motion to adjourn to the June 10th meeting per the petitioner's request, seconded by Councilmember Berger and unanimously approved 5-0.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 6/10/2024 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci	

Amherst

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulp
Supervisor

Daniel C. Howard,
Planning Direc

Daniel J. Ulatowski,
Assistant Planning D

Town Board Agenda of March 11, 2024

March 5, 2024

The Honorable Town Board
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Subject: Request to Amend the Bicentennial Comprehensive Plan for 2.4± acres of land from Single Family Residential to Mixed Residential; property located at 46, 54, 60, 68, 74 & 84 South Linden Street. (**BCPA-2023-02**)

Honorable Members:

This request is to amend the Bicentennial Comprehensive Plan to change the land use designation on Figure 6 from "Single-Family Residential" to "Mixed Residential" to allow for the potential rezoning from R-3 to MFR-5 in order to develop two, 2-story multi-family structures containing 28 units.

The subject property is a 2.4± acre "pan handle" shaped property consisting of six separate parcels and the former South Linden Street right-of-way located on the north side of Wehrle Drive approximately 375 feet east of South Harvest Street. Wehrle Drive is an Erie County highway, designated as a minor arterial on Figure 9 of the Bicentennial Comprehensive Plan. The subject property for this BCPA request is located immediately west of the George F Lamm (American Legion) Post 622 at 980 Wehrle Drive, and only has access to Wehrle Drive via an abandoned paper street (South Linden St.) recently acquired by the Petitioner from the Town.

For additional information on the surrounding zoning and land use, please refer to the attached sketch.

History of previous rezoning requests:

The subject parcel was zoned Residential District Three (R-3) with the adoption of the Town wide Zoning Map and Ordinance on January 19, 1976.

The Planning Board offers the following findings in accordance with New York State Town Law §272-a.

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

Honorable Town Board

Request to Amend the Bicentennial Comprehensive Plan;
Property located at 46, 54, 60, 68, 74 & 84 South Linden St.
Agenda of March 11, 2024

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

Based upon the Planning Department Staff memorandum dated June 29, 2023 (attached) and public input from the hearing held on October 19, 2023 and January 18, 2024 by the Planning Board, the Planning Board finds that:

A. The proposed request is generally inconsistent with the Zoning Ordinance and with the following sections of the Comprehensive Plan:
   - Chapter 2, Plan Concept: Section 2.2 "Vision Statement";
   - Chapter 3, Land Use and Development: Section 3.2 "Goal, Objectives and Policies" and Section 3.3.1 "Residential Uses";
   - Chapter 8 Housing and Neighborhoods: Section 8.2 "Goals, Objectives and Policies"

B. The subject property is suitable for uses permitted by the current land use designation versus the proposed land use designation.

C. The proposed change does not improve the balance of land uses, and does not meet a specific demand in the Town.

D. The area surrounding the subject request is predominantly comprised of single-family housing, developed according to the requirements of the R-3 district.

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

Development of multifamily apartment buildings as illustrated on the concept plan is inconsistent with the allowable uses in the R-3 Zoning district. Any future use of the property will need to comply with the applicable regulations in the Zoning Ordinance.

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

The subject property is located between an existing predominantly single-family residential neighborhood to the west and the George F Lamm Post 622 (American Legion Post) immediately to the east. Further east and along both the north and south sides of Wehrle Drive there are additional single-family residences. Multi-family and commercial uses are located at the intersection of Wehrle Drive and South Union Road, approximately 1,300 feet to the west and at the intersection of Wehrle Drive at Cayuga Road to the east. With the exception of these limited commercial and multi-family areas the predominate land use in the subject area is single family (R-3 and R-4) and the subject request is inconsistent with the surrounding development and zoning.

ADEQUATE SERVICES AND UTILITIES

Services and utilities necessary for the proposed change in land use policy must be evaluated. The Engineering Department has indicated that a downstream sewer capacity analysis will be required.

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

Honorable Town Board

Request to Amend the Bicentennial Comprehensive Plan;
Property located at 46, 54, 60, 68, 74 & 84 South Linden St.
Agenda of March 11, 2024

RECOMMENDATION

The Planning Board at their meeting of January 18, 2024 held a public hearing on the subject Plan amendment and recommended that in accordance with New York State Town Law §272-a Subsection 4, the request to amend the Bicentennial Comprehensive Plan be denied for the following reasons:

- The amendment is not consistent with the Town of Amherst Bicentennial Comprehensive Plan in the following ways:
    - The amendment promotes rezoning and subsequent multi-family attached development at a density, scale, and of a character that are inconsistent with the small lot, single-family detached housing in the neighborhoods that surround the site;
    - The amendment does not enable a public street network from McIntire Road to the east for future development of single-family homes,

The Planning Department requests that if the Town Board desires to act on the Plan amendment, 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 a resolution for the Town Board's consideration.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/GP/ac
Att.
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2023\BCPA-2023-02_(46-74_South_Linden_St)\BCPA-2023-02_TB_Letter_03112024.docx
cc: Martin Polowy, Town Attorney

Planning Board Approval January 18, 2024
Ayes 4; Noes 1 (Chmiel); Absent 2 (Giuliani, Kahn)

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

TOWN OF AMHERST
PLANNING BOARD
COMPREHENSIVE PLAN AMENDMENT
BCPA-2023-02

JAN 24 2024 PM2

PETITIONER

South Linden LLC
493 Kennedy Road
Cheektowaga, NY 14227

PROPERTY LOCATION

46, 54, 60, 68, 74 & 84 South Linden Street

WHEREAS the Town of Amherst Planning Board on Thursday, October 19, 2023 and January 18, 2024 held a public hearing on the proposed amendment to the Bicentennial Comprehensive Plan, and

WHEREAS the Planning Board has reviewed the Town of Amherst Bicentennial Comprehensive Plan, and

WHEREAS the Planning Board has reviewed plans and other materials regarding the proposal, and

WHEREAS the materials and plans have been referred to the Town's various review agencies, and

WHEREAS the Planning Board finds that:

A. The proposed request is generally inconsistent with the Zoning Ordinance and with the following sections of the Comprehensive Plan:
- Chapter 2, Plan Concept: Section 2.2 "Vision Statement";
- Chapter 3, Land Use and Development: Section 3.2 "Goal, Objectives and Policies" and Section 3.3.1 "Residential Uses";
- Chapter 8 Housing and Neighborhoods: Section 8.2 "Goals, Objectives and Policies"

B. The subject property is suitable for uses permitted by the current versus the proposed land use designation.

C. The proposed change does not improve the balance of land uses, and does not meet a specific demand in the Town.

D. The area surrounding the subject request is predominantly comprised of single-family housing, developed according to the requirements of the R-3 districts.

NOW THEREFORE BE IT RESOLVED that the Planning Board recommends to the Town Board in accordance with New York State Town Law §272-a Subsection 4, that the request to amend the Bicentennial Comprehensive Plan be denied for the following reasons:

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

TOWN OF AMHERST
PLANNING BOARD
COMPREHENSIVE PLAN AMENDMENT
BCPA-2023-02

JAN 24 2024 PM2

PETITIONER	PROPERTY LOCATION
South Linden LLC	46, 54, 60, 68, 74 & 84 South Linden Street

- The amendment is not consistent with the Town of Amherst Bicentennial Comprehensive Plan in the following ways:
    - The amendment promotes rezoning and subsequent multi-family attached development at a density, scale, and of a character that are inconsistent with the small lot, single-family detached house neighborhoods that surrounds the site;
    - The amendment does not enable a public street network from McIntire Road to the east for future development of single-family homes,

The foregoing resolution was adopted by the Town of Amherst Planning Board, January 18, 2024; moved by Penberthy; seconded by Raffaele; ayes 4, noes 1 (Chmiel), absent 2 (Giuliani, Kahn).

Michael J. Chmiel, Planning Board Chair

1/24/24
Date

GP/ac
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2023\BCPA-2023-02_(46-74_South_Linden_St)\BCPA-2023-02_resolution_011824.doc-

cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
Jeff Palumbo, Block, Longo, LaMarca & Brzezinski, 9276 Main Street, Clarence, NY 14031
South Linden LLC, 493 Kennedy Road, Cheektowaga, NY 14227

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive





TOWN OF AMHERST PLANNING DEPARTMENT

Request for Bicentennial Comprehensive Plan Amendment

For Official Use

File #: BCPA-2023-02 Acreage 2.4± Fee $ 15

Address Verified by Assessor's Office _____ VERIFIED BY DATE

Application Received by Planning Department _____ ACCEPTED BY DATE

Materials & Fee Paid to Town Clerk _____ ACCEPTED BY DATE

		Fill In Applicable Fees
COMPREHENSIVE PLAN AMMENDMENT	**$0***	
AFFIDAVIT FEE FOR PUBLIC HEARING	**$15**	✓

Fee schedule subject to change by future Town Board action

TOTAL FEE: $ 15

TO BE COMPLETED BY APPLICANT

Petitioner:

Name: South Linden LLC

Address: 493 Kennedy Road

Cheektowaga (City) NY (State) 14227 (Zip Code\)

Phone: (716) 432-6947 Fax _____

Email: john@kimilco.com

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

Owner of Land (if different than above):

Name: _____

Address: _____

_____

City State Zip Code

Phone: _____ Fax _____

E Mail: _____

Representative (Architect, Engineer, Landscape Architect, Surveyor or Attorney):

Name: Jeffery D. Palumbo, Esq. / Block, Longo, LaMarca & Brzezinski, P.C.

Address: 9276 Main Street, Suite 3

Clarence NY 14031

City State Zip Code

Phone: (716) 317-0664 Fax (716) 854-0057

E Mail: jpalumbo@blockandlongo.com

Petitioner's interest in property

- ☐ Option to purchase
- ☒ Owner
- ☐ Other (explain) _____

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

Street address(es) of land subject to Bicentennial Comprehensive Plan Amendment:

South Linden Street, a paper street

SBL #(s): TBD

INFORMATION ON REQUEST

1. **The undersigned hereby requests the Honorable Town Board to amend the following text sections of the Bicentennial Comprehensive Plan:**

   Section(s) #/page(s): N/A

Note: If the requested amendment does not involve a map change, skip #2 and #3.

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

2. **The undersigned hereby requests the Honorable Town Board to amend the Conceptual Land Use Map (Figure 6) and/or Commercial and Mixed-Use Designations (Figure 6A) as follows:**

FROM:

- ☐ 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

*Additional Designations in Figure 6-A:

- ☐ Suburban Center
- ☐ Suburban Corridor
- ☐ Traditional Areas

TO:

- ☐ 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

*Additional Designations in Figure 6A:

- ☐ Suburban Center
- ☐ Suburban Corridor
- ☐ Traditional Areas

3. **Other Bicentennial Comprehensive Plan Map Amendments (if applicable):**

Figure # or Name: Figure 6 Conceptual Land Use Plan

4. **Information on prospective action (*to be provided in separate attachment*):**

A. Description of any prospective action:

B. Rationale for request of amendment:

1. How will the requested amendment to the Bicentennial Comprehensive Plan consistent with *Section 2.2 (Vison Statement)*?
2. How will the requested amendment to the Bicentennial Comprehensive Plan consistent with *Section 2.3 (Key Initiatives)*?

C. How is the requested amendment align with the defined policies in Sections;

1. *3.0 Land Use and Development?*
2. *4.0 Natural and Cultural Resources?*
3. *5.0 Economic Development?*
4. *6.0 Transportation?*
5. *7.0 Infrastructure?*
6. *8.0 Housing & Neighborhoods?*
7. *9.0 Community Facilities & Services?*

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

SECTION 809 CERTIFICATION

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 21 *day of* August, *20* 23

Notary Public, Erie County, New York

TRACY A. MURRAY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MU5077295
Qualified in Genesee County
Commission Expires May 5, 20 27

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
(716) 631-7051; Fax: (716) 631-7153; Web: www.amherst.ny.us

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

Comprehensive Plan Amendment Analysis S. Lynden Street

As set forth in the Town of Amherst Bicentennial Comprehensive Plan ("Plan") amendment application form, Petitioner must provide information on the prospective action in relation to the plan. The application form questions are outlined below in bold with Petitioner's response noted.

A. Description of Prospective Actions:

Petitioner's Response: Petitioner is proposing to build four (4) buildings, each containing seven (7) two (2) story townhomes, for a total of 28 townhome units.

B. Rationale for Request of Amendment:

1. How will the requested amendment be consistent with Section 22 (Vision Statement)

Petitioner's Response: The requested amendment will enhance the livability of the area in offering a lifestyle option not readily available in the immediate area. In addition, it will serve to enhance community character by investing in and revitalizing older neighborhoods. Further, the requested amendment and subsequent development will present a very high standard for quality development while respecting appropriate buffers in existing neighborhoods. Finally, this is consistent with the Shared Direction as set forth in the plan as it enhances the diverse economy of the Town, strengthening the tax base and attraction to the community by carefully using vacant land with an infill development.

2. How will the requested amendment be consistent with Section 2.3 (Key Initiatives)

Petitioner's Response: Regarding "Aesthetic/Community Character" as set forth in the plan, the amendment will only add to the renowned beauty, character and environmental quality of the Town. A first-class townhome community seeks to "raise the bar" by adding a new lifestyle choice in an underserved area.

Regarding the "Revitalization" initiative in the plan, again, this proposal injects new life and new investment into an older area of the Town, by providing a diverse choice of living for empty nesters, young professionals, or others seeking limited maintenance obligations.

Finally, the amendment is consistent with the "Governance" initiative as the proposed townhomes do not introduce inconsistency or unfairness in zoning and land use.

C. How is the requested amendment aligned with the defined policies in sections:

1. 3.0. Land Use and Development?

Petitioner's Response: The requested amendment adds new diverse housing and an investment to the established community and does so with a context-sensitive architectural and site design. Ultimately, the Properties call for residential dwellings and the requested

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

amendment and development result in residential dwellings. Specifically, the requested amendment seeks to have the Properties classified as "Mixed Residential." Mixed Residential is appropriate for residences along roads like Wehrle Drive and as a buffer to more traditional single-family neighborhoods. The Properties and Development perfectly capture Mixed Residential as set forth in the Comprehensive Plan.

2. ***4.0 Natural and Cultural Resources:***

Petitioner's Response: As set forth in the Plan, "best management practices" will be employed to retain stormwater on site, thus reducing downstream flooding and allowing pollutants to filter out over time. Additionally, silt fences and various other techniques will be employed to prevent sediment from leaving this site during construction.

3. ***5.0 Economic Development:***

Petitioner's Response: As stated in the Plan, "A healthy tax and employment base are essential not only to Amherst's economy, but also the Town's quality of life." Further, the amendment, by introducing new housing, meets the town's objective of maintaining Amherst's strong tax base. Additionally, the proposed townhomes will respect the character and quality of life in the area.

4. ***6.0 Transportation:***

Petitioner's Response: The plan defines the area as "Traditional Character" which describes a corridor located within higher intensity centers and other neighborhoods. Traffic from the proposed townhome will not significantly alter any traffic patterns in the area.

5. ***7.0 Infrastructure:***

Petitioner's Response: The proposed amendment will not stress existing storm or waste water service. Other utilities such as water, electric and gas are available on site.

6. ***8.0 Housing and Neighborhoods:***

Petitioner's Response: The proposed amendment furthers the Comprehensive Plan objective to achieve a diversity of housing options. The Petitioner will ensure that the diverse housing option will be well managed and contribute to the surrounding neighborhood's health and stability. While the proposed amendment changes the Comprehensive Plan conceptual land use plan, Figure 6, by making the Properties mixed residential, the change allows Amherst residents to remain in Amherst by downsizing into a maintenance free environment.

7. ***9.0 Community Facilities & Services:***

Petitioner's Response: The proposed townhomes are not far from the Main Street corridors. This will allow the residents to visit nearby businesses, restaurants, movie theaters, etc.

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. 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.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information

Name of Action or Project:
South Linden Townhomes

Project Location (describe, and attach a location map):
South Linden Street, a paper street

Brief Description of Proposed Action:
Four (4) buildings each containing seven (7) townhomes.

Name of Applicant or Sponsor:	Telephone: (716) 317-0667
South Linden LLC, Jeffery D. Palumbo, agent	E-Mail: jpalumbo@blockandlongo.com

Address:
c/o Block, Longo, LaMarca & Brzezinski, P.C. - 9276 Main Street, Suite 3

City/PO:	State:	Zip Code:
Clarence	NY	14031

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Town Board rezoning approval and Planning Board sit plan approval.	☐	☑

3. a. Total acreage of the site of the proposed action? 2.4 acres
   b. Total acreage to be physically disturbed? 2.0 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 2.4 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☑ Commercial ☑ Residential (suburban)
   ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
   ☐ Parkland

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☑	☐	☐
b. Consistent with the adopted comprehensive plan?	☑	☐	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO ☐	YES ☑	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO ☑	YES ☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO ☑	YES ☐	
b. Are public transportation services available at or near the site of the proposed action?	☑	☐	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☑	☐	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO ☐	YES ☑	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO ☐	YES ☑	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO ☐	YES ☑	
12. a. 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?	NO ☑	YES ☐	
b. 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?	☐	☑	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO ☑	YES ☐	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☑	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____			

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☑ Forest ☐ Agricultural/grasslands ☐ Early mid-successional
☐ Wetland ☐ Urban ☑ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☑	☐
16. Is the project site located in the 100-year flood plan?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☐	☑
If Yes, a. Will storm water discharges flow to adjacent properties?	☑	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☑
If Yes, briefly describe: Storm water management system will discharge to the Town of Amherst system on McIntire Road		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	☐	☑
If Yes, explain the purpose and size of the impoundment: Storm water management, size TBD		
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	☑	☐
If Yes, describe:		
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	☑	☐
If Yes, describe:		

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: JEFFERY D. PALUMBO - AS ATTORNEY Date: 8-21-23

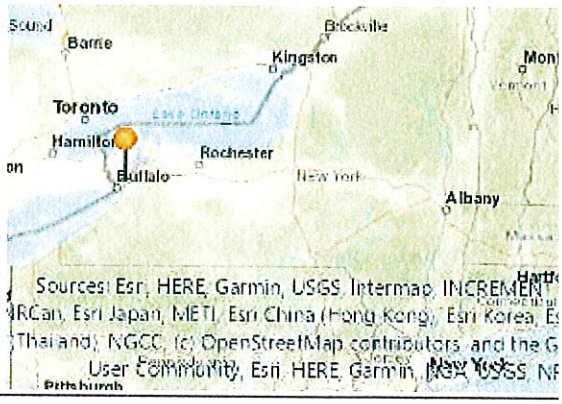
Signature: [signature] Title: ATTORNEY

PRINT FORM

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

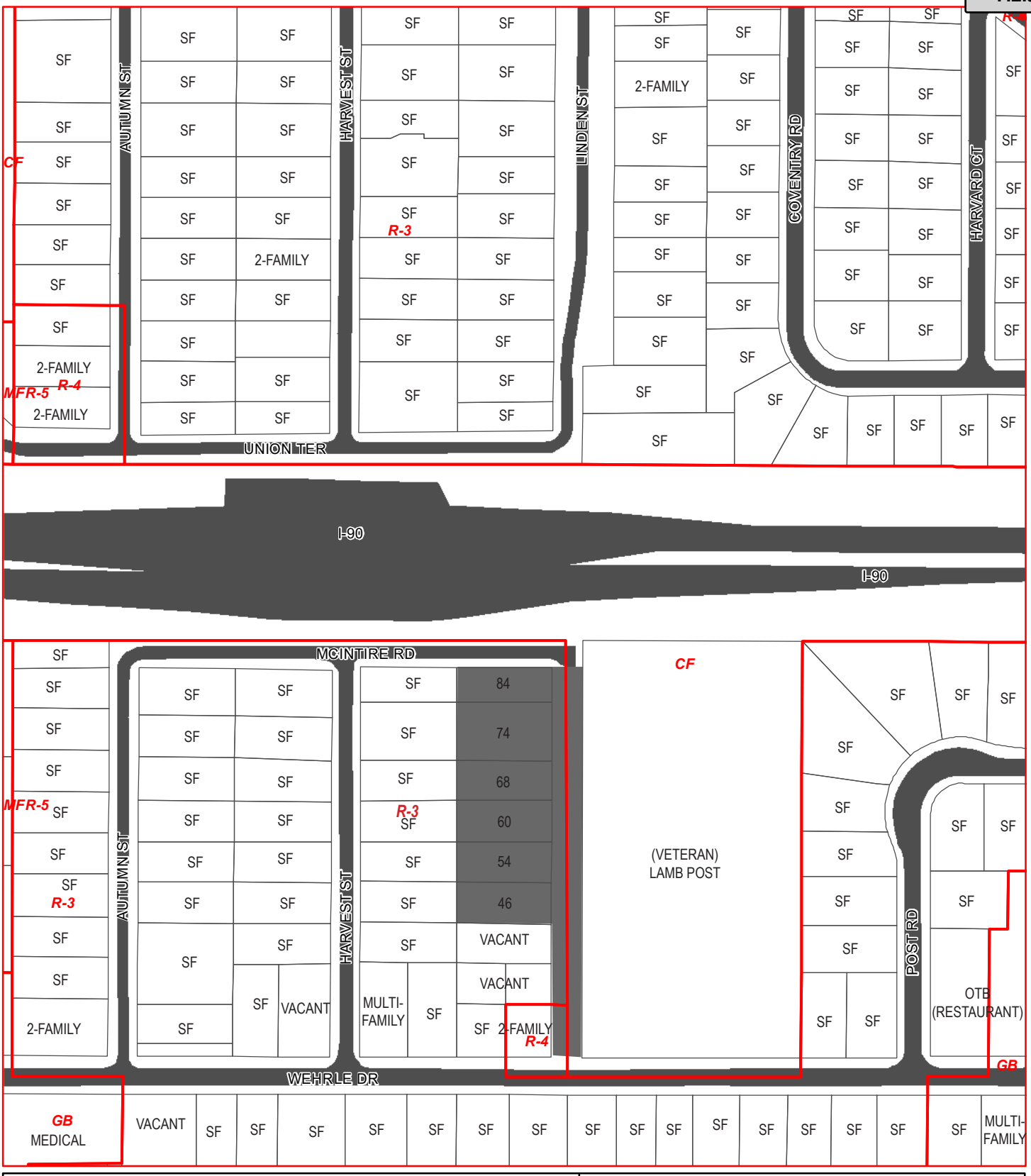


Disclaimer: The EAF Mapper is a screening tool intended to assi project sponsors and reviewing agencies in preparing an environment assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF 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.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive



BCPA-2023-02

Request to Amend the Comprehensive Plan "Figure 6" from Single-Family Residential to Mixed Residential
Property Located at 46, 54, 60, 68, 74 & 84 South Linden St.
South Linden LLC, Petitioner

January 18, 2024

46, 54, 60, 68, 74 & 84 South Linden Street

Prepared by the Town of Amherst Planning Department

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive



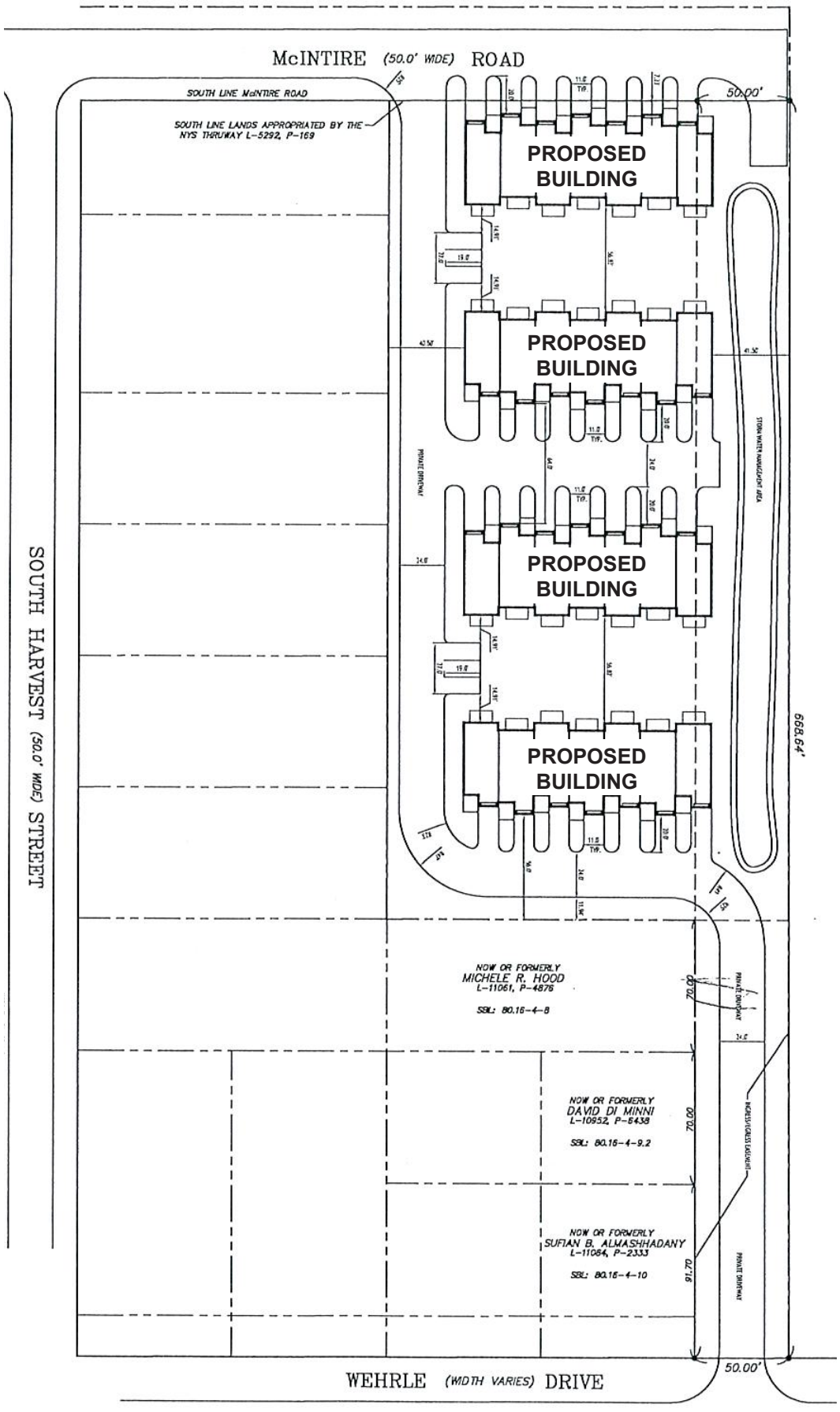


CONCEPTUAL ILLUSTRATIONS

BCPA-2023-02

46, 54, 60, 68, 74 & 84 South Linden Street

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

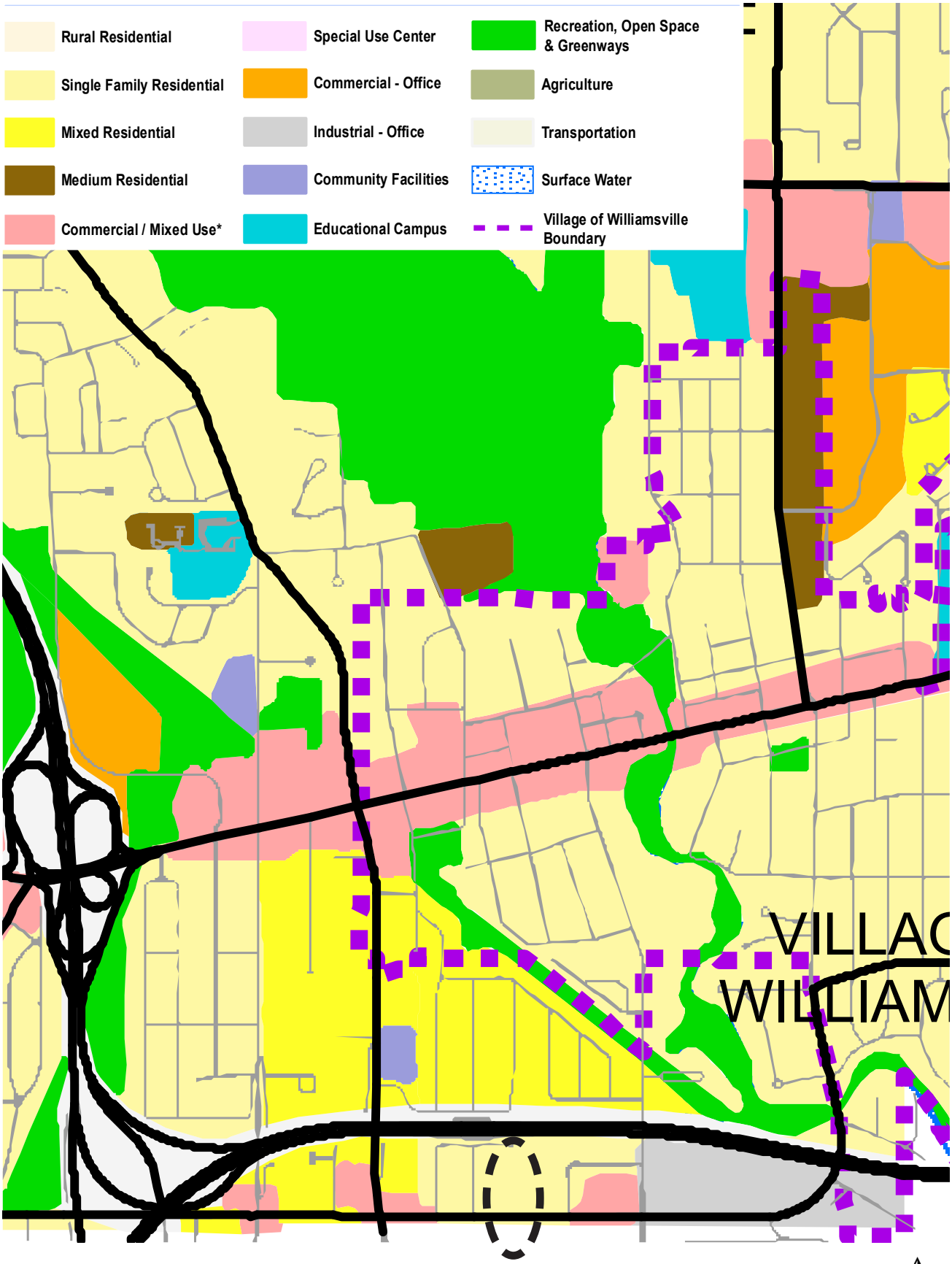


CONCEPT PLAN

BCPA-2023-02

46, 54, 60, 68, 74 & 84 South Linden Street

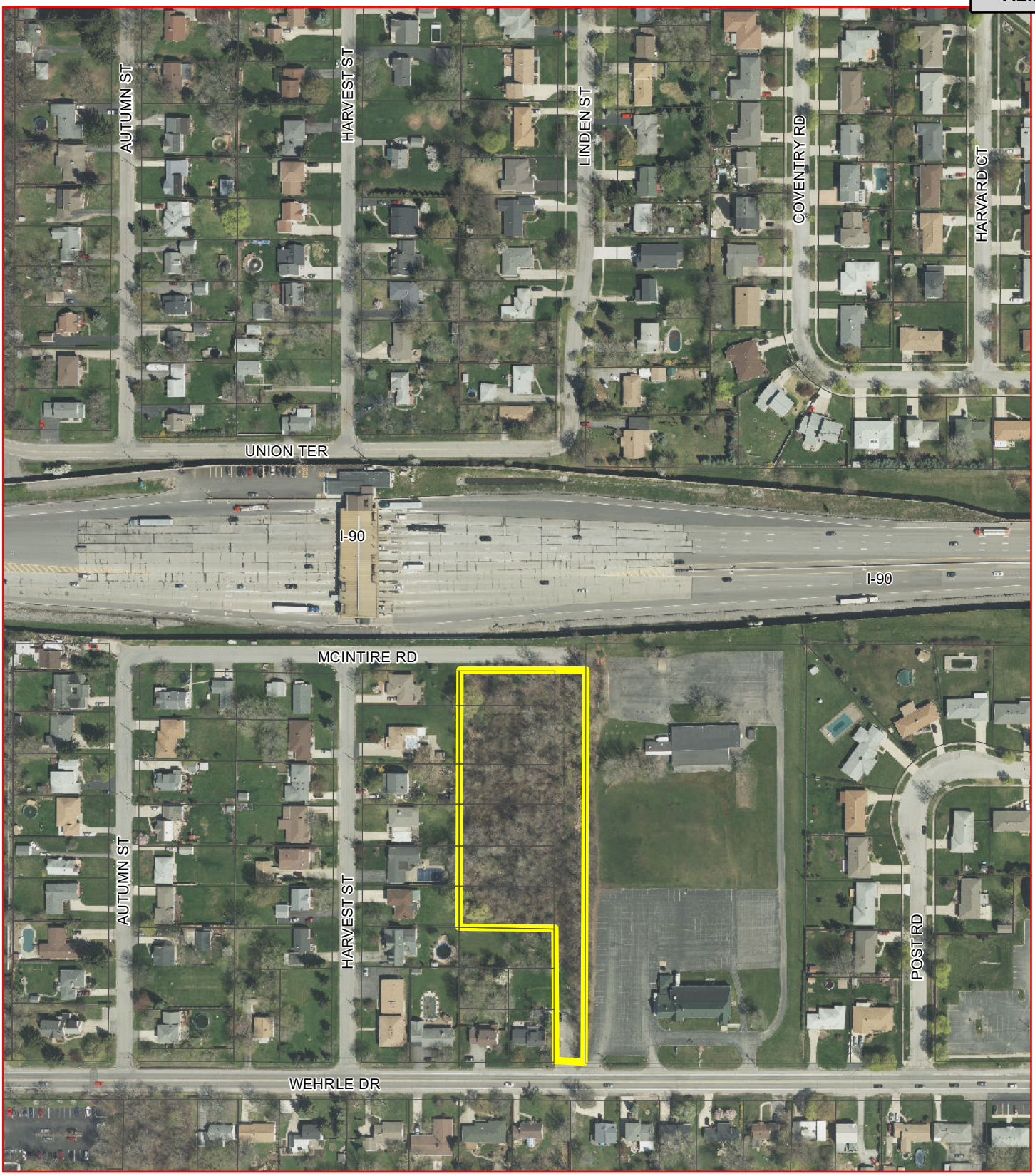
Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive



COMPREHENSIVE PLAN
FIGURE 6

BCPA-2023-02
46, 54, 60, 68, 74 & 84 South Linden Street

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive



BCPA-2023-02

Request to Amend the Comprehensive Plan "Figure 6" from Single-Family Residential to Mixed Residential
Property Located at 46, 54, 60, 68, 74 & 84 South Linden St.
South Linden LLC, Petitioner

January 18, 2024

46, 54, 60, 68, 74 & 84 South Linden Street

Prepared by the Town of Amherst Planning Department

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

Amherst

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel Ulatowski, AICP
Assistant Planning Director

MEMORANDUM

TO: Scott Marshall, Principal Planner
FROM: Roberta Rappoccio, Associate Planner
DATE: September 15, 2023
RE: BCPA-2023-02 Bicentennial Comprehensive Plan Amendment Review
Proposed: Amend Comprehensive Plan to change land from Single Family Residential to Mixed Residential
Property located at: 46, 54, 60, 68, 74 &84 South Linden Street
Plans received: August 25, 2023

The subject request should be denied.

2.0 Plan Concept

The Conceptual land use plan (Figure 6) in the Town's Comprehensive Plan identifies this area as Single Family Residential (light yellow). In Figure 6 (below), the neighborhood between the I-90 to the north and Wehrle Drive to the south and from the east side of the proposed site to the west side of S. Autumn Street is predominantly existing single family residential.

Proposed mixed residential designation that would introduce potentially higher housing density than is currently presented in this area. With a potential of up to 12 units per acre to be developed, this density would not be in character with the existing small lot, single-family community that surrounds the site.

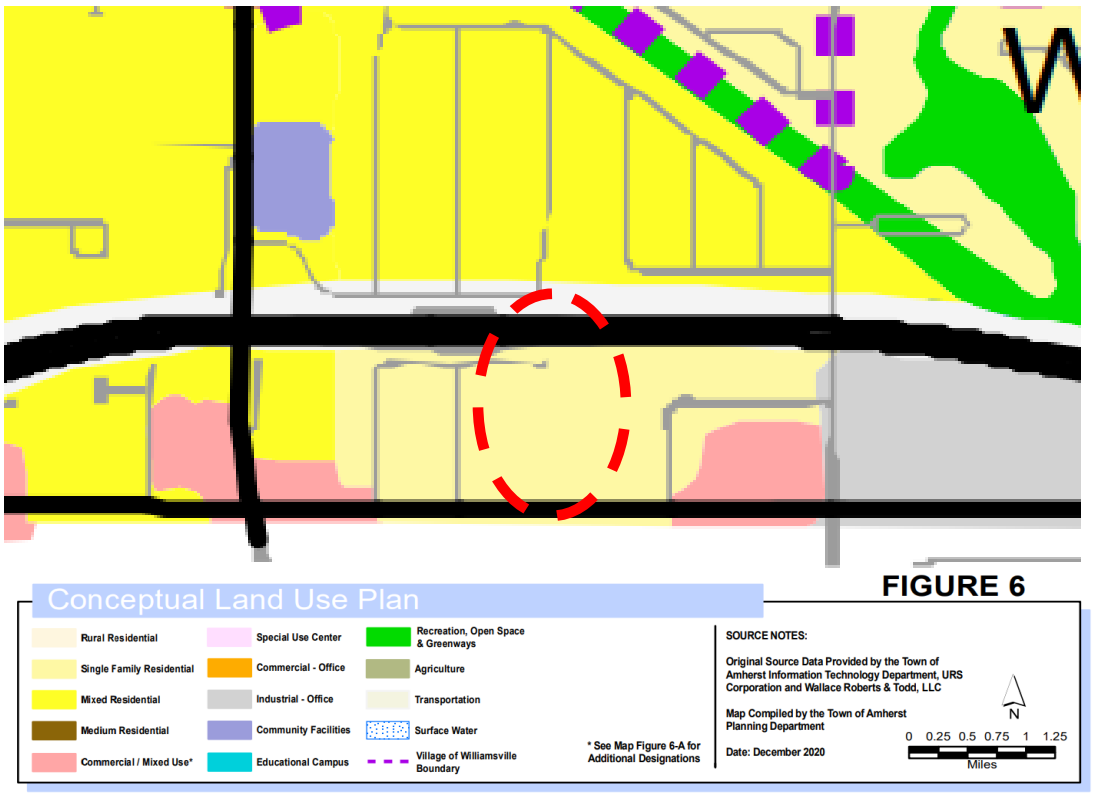
3.0 Land Use and Development

3.3.1 Residential Uses – Single Family Residential (2- 4 residential units per acre)
The proposed site is an opportunity for new and infill development. Such development should be consistent with the scale and character of the existing single-family homes that surround the site.

The densities of a Mixed Residential development are not suited for this neighborhood. The neighborhood is not an area of transition between commercial uses and lower density single-family neighborhoods, and would not to be considered an underutilized area near commercial or mixed use centers. Single-family density residential development is the appropriate scale at this site.

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

FIGURE 6



With this petition, consideration should also be given to the potential transition of the adjacent site to the east (the George F. Lamm American Legion Post 622) into future single-family residential potential use also. Maintaining the single-family residential use as portrayed in Figure 6 (above) assures consistent future low density residential land use options for the larger area.

4.0 Natural and Cultural Resources

The site is potentially within an area designated as sensitive for archaeological sites. Verification from the NY State Historic Preservation Office that the development will not impact these resources is required.

In addition, the proposed site contains mature trees. Trees that are 6" diameter or larger should remain if possible and be integrated into the design of the site. Where possible, green infrastructure should be incorporated into the design of the site.

5.0 Economic Development

Infill housing will help maintain a strong tax base, however the proposed density recommended in mixed residential would not be in character with the neighborhood. The site could accommodate single-family homes or possible duplex style homes on these lots.

6.0 Transportation

Staff concurs with the petitioner's response.

The Comprehensive Plan recommends the future redevelopment of the property to the east, currently an American Legion Post, as single family residential, access to this area should be enabled with a public street network from McIntire Road to the east end.

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

7.0 Infrastructure
Staff concurs with the petitioner's response.

8.0 Housing and Neighborhoods
Housing in this area consists mainly of single-family homes on individual lots. The existing established neighborhood is comprised of modest sized homes on individual lots.

Allowing a much higher density attached housing development to this neighborhood would be inconsistent with the character of the established community.

9.0 Community Facilities and Services
Staff concurs with the petitioner's response

Note: The concept plan provided with the application is being used for informational purposes only. This department review is not to be construed as endorsement or approval of the concept plan or that it complies with the requirements of Section 203 or Section 204 of Town Code.

Should you have questions regarding this correspondence, please contact Roberta Rappoccio, Associate Planner at rrappoccio@amherst.ny.us or Kim Amplement, Senior Planner at kamplement@amherst.ny.us

DH/RR/KA
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2023\BCPA-2023-02_(46-74_South_Linden_St)\DRAFT_BCPA-2023-02_LongRange_082923.doc
cc: Jeff Palumbo, Block, Longo, LaMarca & Brzezinski, 9276 Main Street, Clarence, NY 14031

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

Palumbo, Gary

From: Polowy, Martin
Sent: Friday, December 1, 2023 1:08 PM
To: Marshall, Scott; Palumbo, Gary; Robshaw, Nora B.
Cc: Burroughs, Nicole
Subject: RE: Request To Amend Bicentennial Comprehensive Plan - South Linden, LLC - gmp_11292023
Attachments: 20231201124628008.pdf

TB conditions satisfied.

Martin A. Polowy
Town Attorney
Town of Amherst - Town Attorney's Office

Mailing Address
5583 Main Street
Williamsville, New York 14221
(716) 631-7030 (p)
(716) 631-7101 (f)
E-Mail : mpolowy@amherst.ny.us

Office Address
30 South Cayuga, Suite 101
Williamsville, New York 14221

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From: Marshall, Scott <SMarshall@amherst.ny.us>
Sent: Thursday, November 30, 2023 2:49 PM
To: Polowy, Martin <mpolowy@amherst.ny.us>; Palumbo, Gary <gpalumbo@amherst.ny.us>; Burroughs, Nicole <NBurroughs@amherst.ny.us>
Subject: RE: Request To Amend Bicentennial Comprehensive Plan - South Linden, LLC - gmp_11292023

January 3rd

Scott A. Marshall, Principal Planner

Town of Amherst
Planning Department
5583 Main Street
Williamsville, New York 14221
Phone: (716) 631-7051 Fax: (716) 631-7153

From: Polowy, Martin <mpolowy@amherst.ny.us>
Sent: Thursday, November 30, 2023 1:51 PM
To: Palumbo, Gary <gpalumbo@amherst.ny.us>; Burroughs, Nicole <NBurroughs@amherst.ny.us>
Cc: Marshall, Scott <SMarshall@amherst.ny.us>
Subject: RE: Request To Amend Bicentennial Comprehensive Plan - South Linden, LLC - gmp_11292023

Whats your deadline to take it off?

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

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 23, 2023

TO: Timothy Koller, Deputy Town Clerk
Roberta Rappoccio, Associate Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
Vaishali Reberholt, Assistant Town Engineer
Patrick Lucey, Supt. of Hwys/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator
Brian Barnes, Senior GIS Analyst (letter only)
Bryan Parnell, Fire Chiefs' Association
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville School District
NYSHPO

RECEIVED
OCT 18 2023
TOWN OF AMHERST
PLANNING DEPT.

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN – FOR 2.4± ACRES OF LAND FROM SINGLE FAMILY RESIDENTIAL TO MIXED RESIDENTIAL; **BCPA-2023-02**; PROPERTY LOCATED AT **46-74 SOUTH LINDEN STREET.** SOUTH LINDEN LLC, PETITIONER.

REVIEW:

☑ No concerns with request

☐ The following additional information is required to complete review: _____

☐ Request is not reviewable because: _____

☐ General comments relative to your agency's interests: DSCA will be required.

Please provide comments by **August 30, 2022**

Please call the Planning Department contact above if additional information is required (631-7051).

Reviewed By: _____ **Date:** 9/29/23

DU/TV/bf
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2023\BCPA-2023-02_(46-74_South_Linden_St)\BCPA-2023-02_Transmittal_082322.doc

cc: Scott Marshall, Principal Planner
Jeffrey Burroughs, Town Engineer
Jeff Palumbo, Block, Longo, LaMarca & Brzezinski, 9276 Main Street, Clarence, NY 14031

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

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-23-478
Postmark/Delivery Date: 8/25/23

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 10/19/23 Time 6:30pm 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: Comprehesive Plan Amendment

5. Location of Property: ☐ Entire Municipality ☑ Address: 46-74 South Linden Street

5a. S.B.L. of Property: 86-16-4-7

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 amend Figure 6 of the Comprehecsive Plane from "Single Family Residential" to "Mixed Residential"

8. Other remarks: BCPA-2023-02

9. Submitted by: Thomas Voigt, Assistant Planner 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 8/25/23. 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: Dan M. Hall **Date:** 9/28/23

ZR1
Revised 5/22

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

COUNTY OF ERIE

DEPARTMENT OF ENVIRONMENT AND PLANNING
DIVISION OF PLANNING AND COMMUNITY DEVELOPMENT

DANIEL R. CASTLE, AICP, COMMISSIONER — THOMAS E. BAINES, ESQ., DEPUTY COMMISSIONER

September 28, 2023

Mr. Thomas Voigt
Assistant Planner
Town of Amherst Planning Dept.
5583 Main Street
Williamsville, NY 14221

Re: Request to Amend the Bicentennial Comprehensive Plan – for 2.4 Acres of Land from Single Family Residential to Mixed Residential
Location: 46-74 South Linden Street
Review No.: SP-23-478

Pursuant to New York General Municipal Law (GML) Section 239(m), the Erie County Department of Environment and Planning (DEP) has reviewed the above-referenced project (the "Project") referred by the Town of Amherst on August 25, 2023 and determined it to be of local concern. Erie County DEP would also like to note the following:

- The subject parcel is within 500 feet of the Town of Cheektowaga's municipal boundary. The Town of Amherst should provide written notice to the neighboring municipality in accordance with General Municipal Law 239-nn.
- As the applicant moves forward with finalizing its site plans, it should consider retaining as many mature trees on site as possible, as these likely act as a buffer for noise from the adjacent I-90.

This review pertains to the above-referenced Action submitted to Erie County DEP. This letter should not be considered sufficient for any County approvals. The applicant and/or its contractors must still obtain any other permits and regulatory approvals applicable to this project.

Sincerely,

David Hall
Senior Planner

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

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: August 30, 2023

SUBJECT: Request to Amend the Bicentennial Comprehensive Plan – For 2.4±Acres of Land from Single Family Residential to Mixed Residential; **BCPA-2023-02**
Property Location: **46-74 South Linden Street**
Petitioner: **South Linden LLC**

No concerns with request

cc: Jeff Palumbo, Block. Longo, LaMarca & Brzezinski, 9276 Main St., Clarence, NY 14031

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

Amherst

Town of Amherst Planning Department *Erie County, New York*

RECEIVED
SEP 01 2023
TOWN OF AMHERST
PLANNING DEPT.

Brian J. Kulpa
Supervisor
Daniel C. Howard, AI
Planning Director
Daniel J. Ulatowski, AI
Assistant Planning Dire

August 25, 2023

TO: Timothy Koller, Deputy Town Clerk
Roberta Rappoccio, Associate Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
Vaishali Reberholt, Assistant Town Engineer
Patrick Lucey, Supt. of Hwys/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator
Brian Barnes, Senior GIS Analyst (letter only)
Bryan Parnell, Fire Chiefs' Association
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville School District
NYSHPO

RECEIVED
Williamsville Central School Dis
AUG 28 2023
Asst Superintendent for
Finance & Management Servic

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN – FOR 2.4± ACRES OF LAND FROM SINGLE FAMILY RESIDENTIAL TO MIXED RESIDENTIAL; **BCPA-2023-02**; PROPERTY LOCATED AT **46, 54, 60, 68, 74 & 84 SOUTH LINDEN STREET.** SOUTH LINDEN LLC, PETITIONER.

REVISED TRANSMITTAL (Address Change)

REVIEW:

☑ No concerns with request

☐ The following additional information is required to complete review: _____

☐ Request is not reviewable because: _____

☐ General comments relative to your agency's interests: _____

Bus transportation will not enter the development.

Please provide comments by **August 30, 2022**

Please call the Planning Department contact above if additional information is required (631-7051).

Reviewed By: _____ **Date:** 8/29/23

DU/TV/bf
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2023\BCPA-2023-02_(46-74_South_Linden_St)\BCPA-2023-02_Rev_Transmittal_082523.doc

cc: Scott Marshall, Principal Planner
Jeffrey Burroughs, Town Engineer
Jeff Palumbo, Block, Longo, LaMarca & Brzezinski, 9276 Main Street, Clarence, NY 14031

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

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 23, 2023

RECEIVED
AUG 29 2023
TOWN OF AMHERST
PLANNING DEPT.

TO: Timothy Koller, Deputy Town Clerk
Roberta Rappoccio, Associate Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
Vaishali Reberholt, Assistant Town Engineer
Patrick Lucey, Supt. of Hwys/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator
Brian Barnes, Senior GIS Analyst (letter only)
Bryan Parnell, Fire Chiefs' Association
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville School District
NYSHPO

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN – FOR 2.4± ACRES OF LAND FROM SINGLE FAMILY RESIDENTIAL TO MIXED RESIDENTIAL; **BCPA-2023-02**; PROPERTY LOCATED AT **46-74 SOUTH LINDEN STREET.** SOUTH LINDEN LLC, PETITIONER.

REVIEW:

☒ No concerns with request
☐ The following additional information is required to complete review: _____
_____
☐ Request is not reviewable because: _____
_____
☐ General comments relative to your agency's interests: _____
_____.

Please provide comments by **August 30, 2022**

Please call the Planning Department contact above if additional information is required (631-7051).

Reviewed By: C. Schregel **Date:** 8/29/23

DU/TV/bf
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2023\BCPA-2023-02_(46-74_South_Linden_St)\BCPA-2023-02_Transmittal_082322.doc

cc: Scott Marshall, Principal Planner
Jeffrey Burroughs, Town Engineer
Jeff Palumbo, Block, Longo, LaMarca & Brzezinski, 9276 Main Street, Clarence, NY 14031

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

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 23, 2023

TO: Timothy Koller, Deputy Town Clerk
Roberta Rappoccio, Associate Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
Vaishali Reberholt, Assistant Town Engineer
Patrick Lucey, Supt. of Hwys/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator
Brian Barnes, Senior GIS Analyst (letter only)
Bryan Parnell, Fire Chiefs' Association
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville School District
NYSHPO

RECEIVED
AUG 25 2023
TOWN OF AMHERST
BUILDING DEPT

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN – FOR 2.4± ACRES OF LAND FROM SINGLE FAMILY RESIDENTIAL TO MIXED RESIDENTIAL; **BCPA-2023-02**; PROPERTY LOCATED AT **46-74 SOUTH LINDEN STREET.** SOUTH LINDEN LLC, PETITIONER.

REVIEW:

☒ No concerns with request

☐ The following additional information is required to complete review: _____

_____

☐ Request is not reviewable because: _____

_____

☐ General comments relative to your agency's interests: _____

_____.

Please provide comments by **August 30, 2022**

Please call the Planning Department contact above if additional information is required (631-7051).

Reviewed By: Doug Gesel **Date:** Aug 29, 23

DU/TV/bf
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2023\BCPA-2023-02_(46-74_South_Linden_St)\BCPA-2023-02_Transmittal_082322.doc

cc: Scott Marshall, Principal Planner
Jeffrey Burroughs, Town Engineer
Jeff Palumbo, Block, Longo, LaMarca & Brzezinski, 9276 Main Street, Clarence, NY 14031

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

Planning Board Item: 27918 - S. Linden St. Rezoning
In response to documents:
Directed to: Town of Amherst Planning Board, Council Members, & Representators of S. Linden LLC

To: Members of the Town of Amherst, Planning Board & Council and Mr. Militello & representors of S. Linden LLC,

My name is Steve Martin and I am a resident and property owner of 74 S. Harvest St. I am writing a letter in hopes to address concerns pertaining to the size and scope of the proposed development project by Mr. Militello and S. Linden LLC should this rezoning be approved. I believe, as a tax payer and neighboring resident, that my concerns should be addressed and considered prior to making final verdict of both the matters of rezoning and then the proposed plans for the project. I have read the supporting documents (BCPA-2023-02 & ZTA-2023-03) submitted by S. Linden LLC and express concern with "*Petitioner's responses"* on several categories. My hope is that the Town Board will examine these concerns prior approving the re-zoning or allowing this project to proceed; and if it does, make certain that each point is addressed and NOT overlooked. Further, some questions are pointed to the Town so that I and neighbors may be in the know.

To preface, I have resided at 74 S Harvest since 2010. I am a married father of 2 young children of 8 and 9 years old. S. Harvest St. is very quiet and safe and welcoming. It is composed of approximately 15 homes and a few others found on McIntire. Most residents have made these homes their primary residents much longer than I. Many of our neighbors are in consensus regarding how the approval of the rezone and proposed project could negatively affect many aspects of this street. My concerns are addressed in the order of the "Comprehensive Plan's" layout, not in order of priority. Please seriously consider my words and worries.

B. Rationale for Request of Amendment:

1: How will the requested amendment be consistent with Section 22

- Petitioner states "…while respecting appropriate buffers in existing neighbors"
    - Please elaborate the meaning and context of this phrase? Currently, our neighborhood has a natural barrier consisting of a large wooded area. How will a "buffer" be created? How will the new building compliment the character of the existing neighborhood composed of mainly single-family residences of 1950-1960 era brick or raised ranch homes?
- Petitioner states "…enhance diversity of economy of the Town, strengthen the tax base and attraction to the community by carefully using vacant land…"
    - How will the proposed project affect my neighborhoods property and assessed values?
    - My property taxes collected have increased from $3,000 in 2013 – over $4,800 in 2022. Will this project lead to an increase of collected taxes from property owners?

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

Planning Board Item: 27918 - S. Linden St. Rezoning
In response to documents:
Directed to: Town of Amherst Planning Board, Council Members, & Representators of S. Linden LLC

C. How is the requested Amendment aligned with the defined policies in sections:

1. 3.0 Land Use and Development

-Petitioner states "…does so with context-sensitive architectural site and design…Is appropriate for residences along roads like Wehrle Drive and as a buffer to more traditional single-family neighborhoods."

- How will the proposed project's context-sensitive architecture fit into the style of the neighborhood?
- Again, our horizon is a large wooded area. How will a buffer be created? 28 possible homes on a 7 home residential parcels will not enhance the appeal of the neighborhood. It will instead remove our wooded back-drop, and place a large 2-story complex in view of our yards which are already surrounded by the I-90 privacy wall. Lastly, will large lights be installed in the parking lot addition to existing ambient light and if so, what it the alternative?

2. 4.0 Natural and Cultural Resources:

-Petitioner states"…Plan of best management practices…retain stormwater…silt fences etc."

- How can the developer be held responsible or guarantee that "best management practices be used." Our street already borders the I-90. We have air quality issues in the form of exhaust, brake, road and tire dust. Added construction dust should be minimalized.
- I am also worried about any additional water runoff created by construction and the final project. S. Harvest already experiences sanitary sewage back-ups when storm sewars overflow. This has not been addressed by the Town of Amherst
- I don't believe construction vehicles should have access to S. Harvest for this size project which could lead to debris left in the street if proper track-out pads are not used etc. Additionally, we have many pedestrians, dog walkers, and children who play without sidewalks. This debris and added traffic of large vehicles will become a safety hazard.
- Further, added sound pollution is unwelcomed. The thruway wall prevents most of the noise, however, added noise was experienced during the airport construction project. The commercial jets flew over beginning at 5:30am and often not ending until 12-2am in the morning leaving almost no reprieve. I hope that construction will not be tandem with the next airport upgrade yielding 24 hours of noise! Lastly, the Lamm Post bordering S. Linden holds summer concerts. The wooded area acts as a noise barrier. This too should be addressed to keep the atmosphere of our quiet neighborhood
- Will large lights be used in the new parking lot? I prefer not add additional ambient lighting to our properties

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

Planning Board Item: 27918 - S. Linden St. Rezoning
In response to documents:
Directed to: Town of Amherst Planning Board, Council Members, & Representators of S. Linden LLC

3. 5.0 Economic Development:

- Duplicate question as previously, how will this affect the values and taxes paid by neighboring property owners?

4. 6.0 Transportation:

-Petitioner states: "…Traffic from the proposed townhome will not significantly alter any traffic patterns in the area.

- Simply not true should McIntire be permitted and connected to S. Linden as a second entry / exit to the development. Our street is comprised of under 20 homes. Many of our owners have 2 vehicles or less! We have no sidewalks for our children to play or for neighbors to walk. Proposing 28 homes will likely infuse a potential of 50+ vehicles down our street, many of which will, will utilize McIntire as a back entrance. Use of McIntire could double or triple the current traffic pattern. Additionally, S. Harvest, S. Autumn, and McIntire will potentially be infused with additional pedestrians, pet walkers, and children which must share roads with drivers
- What research has been or will be done? The proposed scope of this project will absolutely change the traffic pattern of S. harvest and should be reviewed!
- How will overflow parking to McIntire and S. Harvest be prevented should the proposed numbers of parking spaces not be sufficient, especially during holidays etc.

5. 7.0 Infrastructure

-Petitioner states: "The proposed amendment will not stress existing storm or waste water service.

- I have complained to the Town of Amherst multiple times over my 10 years of residence regarding the stormwater during harsh weather. I am concerned that the proposed project will create a large influx of runoff and sewage if not properly assessed. Many of our neighbors, including myself, experience (or have in the past) water in our basements when storm sewars overflow. I do not want this to become a more frequent occurrence. What protection do I have as a taxpayer should this project and the environmental change impact my property?

In conclusion, I am wary that a "mixed residential" rezone be proper for this location. As a communal neighborhood, we prefer that no development be allowed, although this may be unrealistic. Our neighbors know one another by name and enjoy the quiet and reserved atmosphere provided by the hidden street within the town. Allowing multiple homes will change the atmosphere and pose a safety risk for pedestrians and children due to increased traffic and the lack of sidewalks.

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

Planning Board Item: 27918 - S. Linden St. Rezoning
In response to documents:
Directed to: Town of Amherst Planning Board, Council Members, & Representators of S. Linden LLC

Further, I believe a development of this size and scope opposes the Town's vision as listed within the Bicentennial Plan and will pose a safety risk. The Bicentennial Plan calls for a reduction of automobiles and encourages bicyclists and pedestrians. It recognizes the need of smaller parking lots and more convenient connections for non-auto commuting. This location will not allow for easy or convenient access to the village or surrounding commerce without an automobile. It is not safe to walk or ride from Wehrle and into the village. S. Linden, McIntire, and S. Harvest are not considered neighborhood connection streets and it is impossible to think that residents will not drive vehicles or park on these streets. The S. Autumn, S. Harvest, and McIntire were not designed for a large concentration of population or traffic

Lastly, I do not feel that a multiple 2-story buildings make for a proper backdrop for an Amherst backyard nor do multiple rental townhomes fit within the style or aesthetic of the existing properties. The proposed town homes will not improve the visual character nor directly revitalize the "existing older neighborhood" nor by the looks of the proposed layout, follow guidelines of an open space integration as cited 3-3 Land Use and Development

Please reflect on the concerns listed above and do not make swift decisions without examining the existing neighborhood and the proposed project or future developments. I am proud to reside in Amherst and believe in future growth potential. These parcels should be developed with great consideration but without hastiness

Thank you for your attention

Steve Martin

74 S. Harvest St.

Amherst NY 14221

716-440-3907

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

Carrato, Amy

From: Cerra, Dawn
Sent: Friday, October 20, 2023 11:07 AM
To: Carrato, Amy; Fadel, Bryan
Subject: **FW: Feedback via the Town Boards and Committees [#282]

Would you please forward this to the appropriate people?
Thank you.
I am vetting TOA emails while Lisa is out of the office.
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
Coming together is a beginning;
keeping together is progress;
working together is success.
~Henry Ford

From: burst@emailmeform.com
Sent: Thursday, October 19, 2023 4:48 PM
To: Cerra, Dawn
Subject: Feedback via the Town Boards and Committees [#282]

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*:	Kerry Lauffer
Address:	59 S Harvest St Williamsville, NY 14221
Phone*:	716-698-7128
Email:	KLauffer3@gmail.com
Please select the Board or Committee you wish to contact*:	Planning Board

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

Comment/Question/Etc.:

I received a letter today from Jeffery Palumbo, Esq. who represents John Militello of South Linden L.L.C regarding their request to rezone my neighborhood so that they can develop 28 townhouses on the land behind my house. This land is currently an undeveloped wooded area that provides privacy and decreases the noise from the George F. Lamm American Legion events. I feel that this development will take away the privacy we have in our own backyard. One of the reasons that we purchased our home on S Harvest is because we have no rear neighbors. I also feel that the increased traffic from this development will cause a safety risk for the my children and the other children on our street. They currently play on McIntire Rd. since it is a dead end and there is no thru traffic. We do not have sidewalks or streetlights on out street and I feel that increased traffic increases the risk of an accident. This is the first we are hearing of this development, and I am not sure what the process is, but I wanted to let my feelings known to the board. I hope that you consider the negative impact that this development will have on our neighborhood and deny the rezoning request. Thank you.

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

Carrato, Amy

From: Ulatowski, Daniel
Sent: Thursday, October 19, 2023 5:06 PM
To: Carrato, Amy
Subject: FW: **FW: Feedback via the Town Boards and Committees [#279]

Amy see below for Linden BCPA Amendment

From: Uthman, Vianne
Sent: Thursday, October 19, 2023 5:02 PM
To: Ulatowski, Daniel
Subject: FW: **FW: Feedback via the Town Boards and Committees [#279]

Thank you Dan!
Vi

From: burst@emailmeform.com <burst@emailmeform.com>
Sent: Thursday, October 19, 2023 3:39 PM
To: Cerra, Dawn <dcerra@amherst.ny.us>
Subject: Feedback via the Town Boards and Committees [#279]

View Entry

Name*:	Kerry Lauffer
Address:	59 S Harvest St Williamsville, NY 14221
Phone*:	716-698-7128
Email:	KLauffer3@gmail.com
Please select the Board or Committee you wish to contact*:	Zoning Board of Appeals
Comment/Question/Etc.:	I received a letter today from Jeffery Palumbo, Esq. who represents John Militello of South Linden L.L.C regarding their request to rezone my neighborhood so that they can develop 28 townhouses on the land behind my house. This land is currently an undeveloped wooded area that provides privacy and decreases the noise from the George F. Lamm American Legion events. I feel that this development will take away the privacy we have in our own backyard. I also feel that the increased traffic from this development will cause a safety risk for the my children and the

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

other children on our street. They currently play on McIntire Rd. since it is a dead end and there is no thru traffic. We do not have sidewalks or streetlights on out street and I feel that increased traffic increases the risk of an accident. This is the first we are hearing of this development, and I am not sure what the process is, but I wanted to let my feelings known to the board. I hope that you consider the negative impact that this development will have on our neighborhood and deny the rezoning request. Thank you.

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 28799 **RESOLUTION 2024-261** **ADOPTED**

SEQR Determination 1635 North French Road, Z-2023-10

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 1635 North French 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.

3/25/2024
Supervisor Kulpa made a motion to approve, 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, Lavin, Berger, Szukala, Marinucci

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

Attachment: Z-2023-10_draft Neg Dec_032524 (RES-2024-261 : SEQR Determination - 1635 North French Road, Z-2023-10)

D R A F T
(March 25, 2024)

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Town Board

Project: Z-2023-10

Address: 5583 Main Street
Williamsville, NY 14221
(716) 631-7051

Date:

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review) of the Environmental Conservation Law and Chapter 104 of the Amherst Town Code, as amended.

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 - 1635 North French Road

SEQR Status: Unlisted action.

Description of Action: Rezoning of 1.03± acres of land from Residential District Three (R-3) to Neighborhood Business District (NB) to allow for the potential future use and development of the site for a 2-story mixed-use building comprised of 9,640 s.f. of retail space and an upper-story residential use, with internal vehicular connection between 1635 North French and 1639-1641 North French, an existing commercial use.

Location: 1635 North French Road, Town of Amherst, Erie County, New York

Petitioner: Torey L. Hirsch, Sr.

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Short 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 1.03± acres of land from Residential District Three (R-3) to Neighborhood Business District (NB) for a proposed 2-story mixed-use building will not have a significant impact on the environment, as follows:

1. The proposed rezoning from R-3 to NB is not expected to cause substantial adverse changes in 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 December 21, 2023 reviewed the application and EAF submitted on November 20, 2023, and had no objection or comments on the proposed rezoning. Any potential impacts will be evaluated and mitigated for during a review of a specific site project when a petition is filed.

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 will be prepared by the applicant as part of the 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, as amended by the Town Board on October 16, 2023. The project will comply with all regulations of the Town Zoning Ordinance before final site plan approval is granted. The Town Building Department on November 27, 2023 and Zoning Enforcement Officer on December 26, 2023 reviewed the application and EAF submitted on November 20, 2023, and has no objection or comments on the proposed rezoning.

4. The geographic area of the plan amendment includes an area identified by the State as having potential archaeological or historical significance. However, the site has been previously disturbed, therefore, the project will not 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 R-3 to NB. Neighboring uses include single family residential, religious institutions, recreation and commercial uses and zoned R-3, CF, RC and MS; therefore, the project is generally consistent with surrounding land use.

Attachment: Z-2023-10_draft Neg Dec_032524 (RES-2024-261 : SEQR Determination - 1635 North French Road, Z-2023-10)

6. The proposed rezoning to NB for a proposed 2-story mixed-use building will not cause a major change in the use of either the quantity or type of energy.

7. The rezoning to NB for the proposed 2-story mixed-use building will not create any hazard to human health. The Fire Chief's Association on December 1, 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 NB 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 2-story mixed-use building will be consistent with the scale of surrounding land uses.

9. The rezoning to NB for the proposed 2-story mixed-use building will not significantly increase the number of people using the site over its previous use.

10. Review by the Town Traffic/Safety Board on November 28, 2023, indicates that significant negative traffic impacts are not expected to result from the proposed project. Town Planning Board recommendation for approval indicates that any future site plan for development of 1635 North French Road include vehicular access to the adjoining parcel at 1639-1641 North French Road. Access and curb cuts will be reviewed as part of the site plan application for development of the site.

11. Coordinated reviews of the project have been undertaken by Town Departments including Building on November 27, 2023, Engineering on December 21, 2023, Traffic/Safety Board on November 28, 2023, Assessor on December 5, 2023, Fire Chiefs' Association on December 21, 2023, Zoning Enforcement Officer on December 26, 2023 and Right-of-Way Agent on November 29, 2023, along with outside agencies including Erie County Department of Environment & Planning on December 21, 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-2023-10_draft Neg Dec_032524 (RES-2024-261 : SEQR Determination - 1635 North French Road, Z-2023-10)

_____ _____
Gary Palumbo, Associate Planner date

_____ _____
Brian J. Kulpa, Supervisor date

GP/ac
X:\Current_Planning\Files\Rezonings\2023\Z-2023-10_(1635_N_French_Rd)_2023\Z-2023-10_draft Neg Dec_032524.docx
cc: Amherst Town Clerk
Amherst Building Department
ECDEP
Torey L. Hirsch, 1641 North French Road, Getzville, NY 14068
Ari Goldberg, Barclay Damon LLP, 200 Delaware Ave., Suite 1200, Buffalo, NY 14202

Attachment: Z-2023-10_draft Neg Dec_032524 (RES-2024-261 : SEQR Determination - 1635 North French Road, Z-2023-10)

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 28700 **RESOLUTION 2024-209** **ADOPTED AS AMENDED**

Adoption of Local Law to Amend the Zoning Map (1635 North French Road, Z-2023-10)

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 January 18, 2024 that the proposed Neighborhood Business District (NB) zoning at 1635 N. French 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 subject to the following condition as recommended by the Planning Board:

1. That any future site plan for development of 1635 North French Road include vehicular access to the adjoining parcel at 1639-1641 North French Road.

2. That 1635 North French Road be limited to a single point of vehicular access to North French Road.

3/11/2024
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 7:09 PM.

Ari Goldberg, Esq. and Torey Hirsch, presented and answered questions.

The following speakers raised concerns:
Michelle Coffey, 736 N French Rd
Dennis Miranda, 33 Landings Dr

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the March 25th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:30 PM.

3/25/2024
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger. A motion was then made by Supervisor Kulpa to amend, 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 Councilmember Berger and unanimously approved 5-0.

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

Amherst

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulp
Supervisor

Daniel C. Howard,
Planning Direct

Daniel J. Ulatowski,
Assistant Planning D

Town Board Agenda of March 11, 2024

March 5, 2024

The Honorable Town Board
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Subject: Request to rezone 1.03± acres of land from R-3 to NB; Property located at 1635 North French Road, Torey L. Hirsch, Sr. Petitioner. (Z-2023-10)

Honorable Members:

The subject property is a 1.03± acre rectangular parcel located on the south side of North French Road, approximately 860 feet east of Campbell Boulevard. North French Road is an Erie County highway, designated as a collector roadway in Figure 9 of the Bicentennial Comprehensive Plan.

For information on the surrounding zoning and land use, please refer to the attached sketch.

The purpose of this rezoning request is to improve 1635 North French with a 2-story mixed-use building comprised of 9,640 s.f. of retail space and an upper-story residential use. The petitioner also proposes an internal vehicular connection between 1635 North French and 1639-1641 North French, an existing commercial use.

HISTORY OF PREVIOUS REZONING REQUESTS:

Rezoning of 1635 North French Road from Suburban Agriculture District (SA) to Residential District Three (R-3), and 1639-1641 North French Road to Community Facilities District (CF) was granted by the Town Board on June 3, 2002.

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 Neighborhood Business District (NB) zoning is consistent with the adopted Bicentennial Comprehensive Plan, as amended by the Town Board on August 17, 2023 for 5.1 ± acres of land from Commercial Office to Commercial / Mixed Use (BCPA-2022-02) for the subject parcels. The recent amendment to the Comprehensive Plan permits smaller commercial zoning in this area with the proposed development of office and retail space and upper-story residential uses.

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

The proposed rezoning from R3 to NB 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. A full consistency review for all applicable zoning regulations will take place during site plan review.

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : Local Law to Amend the Zoning Map - (1635 North French Road, Z-2023-

Honorable Town Board

Request to rezone 1.03± acres of land from R-3 to NB;
Property located at 1635 North French Road;
Agenda of March 11, 2024

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

The proposed 2-story structure within the proposed commercial district is consistent with the variety of neighboring non-residential uses, which includes an existing node at the corner of North French Road and Campbell Boulevard zoned Motor Service District (MS), General Business District (GB) and New Community District – B2 (NCD-B2), the Hindu Cultural Society of WNY to the west zoned CF, and the Town soccer complex to the east zoned Recreation Conservation District (CF), as well as the adjoining commercial property owned by the petitioner at 1639-1641 North French. Uses and zoning on the north side of North French Road in the immediate vicinity are single family residential and zoned R3. The subject property is the only single-family structure on the south side of North French between Campbell Boulevard and the I-990. The zoning request to a commercial use district would be generally compatible with the neighboring development on the south side of North French between Campbell Boulevard and the I-990.

ADEQUATE SERVICES AND UTILITIES

Services and utilities necessary for the proposed change in land use must be evaluated as the Engineering Department has indicated that a Downstream Sewer Capacity Analysis will be required.

RECOMMENDATION

The Planning Board at their meeting of January 18, 2024 held a public hearing on the subject rezoning request and recommended that subsequent to completing the requirements of SEQR the pursuant to Local Law #3-82, that the Town Board approve the rezoning request with the following condition:

1. That any future site plan for development of 1635 North French Road include vehicular access to the adjoining parcel at 1639-1641 North French Road.

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/GP/ac
Att.
X:\Current_Planning\Files\Rezonings\2023\Z-2023-10_(1635_N_French_Rd)_2023\Z-2023-10_TB_Letter_031112024.docx
cc: Martin Polowy, Town Attorney

Planning Board Approval January 18, 2024
Ayes 5; Noes 0; Absent 2 (Giuliani, Kahn)

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : Local Law to Amend the Zoning Map - (1635 North French Road, Z-2023-

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2023-10

JAN 24 2024 PM2

PETITIONER

Torey Hirsch
1635 North French Road
Amherst, NY 14068

PROPERTY LOCATION

1635 North French Road

WHEREAS the Town of Amherst Planning Board on Thursday, January 18, 2024 held a public hearing on the proposed rezoning of land from R-3 to NB, 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 Commercial/Mixed Use use in this area of the Town.

C. There are adequate services and utilities available or proposed to be made available in the construction of the development.

D. The proposal is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.

E. The subject property is suitable for uses permitted by the current versus the proposed district.

F. The proposed change does not tend to improve the balance of uses, or meets a specific demand in the Town.

G. Review by the US Army Corps of Engineers under Section 404 of the Clean Water Act may be waived because the parcel is developed.

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-2023-10 TB letter packet 1635 N French (RES-2024-209 : Local Law to Amend the Zoning Map - (1635 North French Road, Z-2023-

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2023-10

JAN 24 2024 PM2:

PETITIONER

Torey Hirsch

PROPERTY LOCATION

1635 North French 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 with the following condition:

1. That any future site plan for development of 1635 North French Road include vehicular access to the adjoining parcel at 1639-1641 North French Road.

The foregoing resolution was adopted by the Town of Amherst Planning Board, January 18, 2024; moved by Penberthy; seconded by Raffaele; ayes 5, noes 0, absent 2 (Giuliani, Kahn).

Michael J. Chmiel, Planning Board Chair

1/24/24
Date

GP/ac
X:\Current_Planning\Files\Rezonings\2023\Z-2023-10_(1635_N_French_Rd)_2023\Z-2023-10_resolution_011824.doc
cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
Ari Goldberg, Barclay Damon, 200 Delaware Avenue, Suite 1200, Buffalo, NY 14202
Philip Silvestri, Silvestri Architects, 1321 Millersport Highway, Amherst, NY 14221
Torey L. Hirsch, Sr., 1635 North French Road, Getzville, NY 14068

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : Local Law to Amend the Zoning Map - (1635 North French Road, Z-2023-

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.**	$1,250.00
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.**	$15.00
	TOTAL FEE:	**$** 1,265.00

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-2023-10 TB letter packet 1635 N French (RES-2024-209 : Local Law to Amend the Zoning Map - (1635 North French Road, Z-2023-

TO BE COMPLETED BY APPLICANT

1. **Petitioner:**

Name: Torey Hirsch Sr. & Torey Hirsch Jr. Barclay Damon LLP as agent/attorney

Address: 200 Delaware Avenue, Suite 1200

Buffalo	NY	14202
City	State	Zip Code

Phone: (716) 858-3878 Fax (716) 566-4040

E Mail: agoldberg@barclaydamon.com / cauerbach@barclaydamon.com

2. **The undersigned hereby petitions the Honorable Town Board to rezone the following described property:**

From: R-3 District

To: NB - Neighborhood Business District

3. **Street address of land to be rezoned:** (must be verified by Town Assessor's Office)

1635 North French Road

SBL #: 27.19-2-15.12

4. **Area of land to be rezoned** (in acres): +/- 1.03 acres

5. **Owner of Land**:

Name: Torey Hirsch Sr. & Torey Hirsch Jr.

Address: c/o Barclay Damon LLP

Buffalo	NY	14202
City	State	Zip Code

Phone: (716) 858-3878

6. **Representative** (Architect, Engineer, Landscape Architect, Surveyor or Attorney):

Name: Ari Goldberg - Barclay Damon LLP

Address: 200 Delaware Avenue, Suite 1200

Buffalo	ny	14202
City	State	Zip Code

Phone: (716) 858-3878 Fax (716) 566-4040

E Mail: agoldberg@barclaydamon.com

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : Local Law to Amend the Zoning Map - (1635 North French Road, Z-2023-

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)
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: _____

1635 North French currently contains an underutilized, isolated dwelling while 1639-1641 North French contains a multitude of child-centric uses (gymnastics center, dance school, and a child care facility) and a high-end automobile storage facility. Owner seeks to rezone 1635 North French to NB to accommodate a 2-story mixed use building compromising 6,640 square feet of retail space on the first floor, 3,000 square feet of retail space on the second floor, and an owner/manager's suite on the second floor with a first floor garage. The redevelopment would also include 53 parking space, where a minimum of 52 are required. The subsequent development is an effort to align the use of 1635 of abutting. The Town Comprehensive Plan has been amended to support this request.

B. Rationale for rezoning request:

1. Why was this site chosen? _____
The site was chosen because it is an underutilized dwelling amongst Commercial properties.

2. Why cannot land be used with the existing zoning? _____
Currently 1635 North French is zoned R-3 while immediately abutting properties are commercial. Rezoning would accommodate redevelopment and more closely align the Property with existing and proposed uses in the area to create a walkable retail and commercial destination.

3. How will this rezoning impact surrounding properties? _____
Rezoning will provide an opportunity to interconnect properties and will enrich the diverse environment of the Town by adding walkable destinations.

4. How will this rezoning impact the school system? _____
One residential unit is proposed for subsequent redevelopment therefore no impact on number of students. Property value likely to increase.

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : Local Law to Amend the Zoning Map - (1635 North French Road, Z-2023-

12. Quantitative Data:

A. Total # of dwelling units: 1

B. Distribution of dwelling units by type: 1 1BR unit

C. Gross Residential Density per acre: approx 1,600 SF per acre (1 unit)

D. Total amount of Open Space: approx 0.3 acres

E. Proposed Non-Residential Floor Area: 9,940

13. Development Schedule:

Start: 6-12 months after site plan approval

Finish: approx. 12-18 months after start

Stages (# of): 1

14. If any portion of the proposed development is planned to be sold or leased, please describe:

Units within the proposed development will be leased.

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. <u>The proposed zoning and development plan must be generally consistent with the policies of the Comprehensive Plan and the Town Zoning Ordinance.</u>

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 attached analysis.

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : Local Law to Amend the Zoning Map - (1635 North French Road, Z-2023-

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.
   See attached analysis.

3. State why the proposed zoning is consistent with intent and objectives (Sec. 1-2-2) of the Zoning Ordinance:
   See attached analysis.

B. Adequate Services and Utilities are available or are proposed to be made available with the construction of the development:

1. Sanitary Sewer Town facilities
2. Storm Sewer/Drainage Town facilities
3. Water Erie County Water Authority - Lease managed area
4. Other Lot already impacted and connected to conveyance/utility systems

C. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:
See attached analysis.

D. Suitability of the subject property for uses permitted by the current versus the proposed district:
See attached analysis.

E. Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the Town:
See attached analysis.

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : Local Law to Amend the Zoning Map - (1635 North French Road, Z-2023-

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.

Amy Kahl as agent/attorney
Signature of Petitioner

Subscribed and sworn to before me this 17th *day of* November, 2023

Notary Public, Erie County, New York Kathy K

KATHY KARASZEWSKI
Notary Public - State of New York
No. 01KA4981978
Qualified in Erie County
My Commission Expires May 28, 2027

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
(716) 631-7051; Fax: (716) 631-7153; Web: www.amherst.ny.us

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : Local Law to Amend the Zoning Map - (1635 North French Road, Z-2023-

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : Local Law to Amend the Zoning Map - (1635 North French Road, Z-2023-

Town Zoning Code Rezoning Analysis
1635 North French Road

Pursuant to § 203-8-3-5 of the Town of Amherst Zoning Code, Petitioner submits the following in support of its Application to rezone 1635 North French Road, SBL 27.19-2-15.12 ("Property") from Residential District 3 (R-3) to Neighborhood Business (NB).

A. The proposed zoning and development plan is generally consistent with the policies of the Comprehensive Plan and this Ordinance.

1. State in detail why the proposed zoning is consistent with the adopted Town of Amherst Bicentennial Comprehensive Plan.

The requested rezoning furthers the Conceptual Land Use Plan of the Comprehensive Plan. The Conceptual Land Use Plan depicts a future pattern of land use in the Town, and it "is intended to communicate the overall direction and concept of future development." Comprehensive Plan Section 3.3. The Property's classification in Comprehensive Plan Figure 6, as amended, is "Commercial/Mixed Use" and therefore supports the rezoning to Neighborhood Business, which permits the proposed redevelopment. Town Zoning Code § 4-3. The rezoning is the Comprehensive Plan at work: it brings land use in the direction of the Conceptual Land Use Plan and results in a development that furthers Comprehensive Plan goals and policies.

The requested rezoning enhances livability of the area by redeveloping the Property as a community-facing commercial destination and by interconnecting the Property with the adjacent 1639-1641 North French, which has existing community-facing uses. This creates a pedestrian-friendly center with multiple destinations and brings the community uses closer to the street level to enhance access, which aligns the Property use with the future designation of North French as a "Minor Arterial." Compressive Plan Goal 6-2, Figure 9. The rezone would enhance community life with a neighborhood commercial destination that contributes to making Amherst an exceptional place to live and raise a family. Comprehensive Plan Section 2.2. Relatedly, in enhancing the area's livability in an area of the Town near the University at Buffalo, that area becomes more attractive for educated professionals and young graduates entering the workforce. The rezoning capitalizes on the presence of UB. Comprehensive Plan Goal 5.2, Policy 5-1.

The rezoning offers economic development in balance with livability. The Property is already disturbed so redevelopment minimizes impact. Comprehensive Plan Policy 5-5, Policy 5-6. A shared access way within the development further minimizes transportation impacts. The rezoning occurs along a suburban corridor, and the redevelopment aligns the property use with the purpose of a suburban corridor. Comprehensive Plan Sec 3.3.2 (discussing

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : Local Law to Amend the Zoning Map - (1635 North French Road, Z-2023-

suburban corridors"), Figure 6-A (designating the nearby corner of Campbell/North French as a suburban corridor), Figure 10. As stated above, it also the Future Thoroughfare System of the Town, which classifies North French as a "minor arterial." Comprehensive Plan Figure 9.

The requested rezoning is consistent with the shared direction outlined in the Comprehensive Plan by strengthening the tax base, diversifying the economy and reinvigorating an underutilized parcel at 1635 North French in a vital suburban corridor with a community amenity. The requested rezoning may also catalyze appropriate growth in the surrounding area. Comprehensive Plan Section 2.2, Policy 5-5, Policy 5-6. While not specifically called out in the Northwest Amherst Focal Planning Area, the community oriented development at this location on North French can help spur planning in the adjacent Northwest Amherst. Comprehensive Plan Section 10.1.2, Figure 15. The Property is located in the North Amherst Focal planning Area, specifically where the planning goal is to "stabilize and maintain existing residential fabric." Comprehensive Plan Figure 18. The rezoning removes the R3 designation. But the zone change is on a property not part of any specific neighborhood and the zone change is only to Neighborhood Business, which permits community centric commercial uses. Zoning Code § 4-3. The fabric is not just stabilized and maintained but enhanced by revitalization of this underutilized Property that will host neighborhood commercial uses.

Lastly, the rezoning is consistent with the Revitalization Key Initiative because it redevelops an underutilized parcel with an appropriate neighborhood commercial destination that enhances connectivity to complimentary adjacent uses and surrounding residential areas. Comprehensive Plan Section 2.3.

2. **Pursuant to New York State Town Law § 272a(11) . . . . cite all text, map, and/or figures that must be amended to support the proposed zoning at this location.**

   The proposed rezoning will require a Local Law amending Chapter 203 of the Town of Amherst Code to rezone the Property from R3 Residential District Three to NB Neighborhood Business and to Amend the Zoning Map accordingly.

3. **State why the proposed zoning is consistent with intent and objections of § 203-1-2-2 of the Zoning Code.**

   This rezoning request will strategically align the Property with surrounding uses and provides for an opportunity to create an interconnected community facing destination. Additionally, as mentioned above, the rezoning further the goals and policies of the Comprehensive Plan.

B. Whether or not there are adequate services and utilities available or proposed to be made available in the construction of the development;

Adequate services exist. The Property is already impact as is the entirety of the area. The rezoning and subsequent redevelopment of the Property may increase services and utilities demand. This is not anticipated to be a substantial impact. Applicant will obtain all necessary connection permits, and required State Environmental Quality Review Act (SEQRA) environmental review will encompass referral to municipal departments and other government agencies responsible for services and utilities. This rezoning supports further municipal efforts set forth in Comprehensive Plan Policy 7-3 and corresponding Comprehensive Plan amendment made in support of that Policy.

C. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and

Nearly all of the properties surrounding the Property are commercial mixed use properties including the abutting 1639-1641 North French and 1573-1595 North French, both zoned CF – Community Facilities.[1] Rezoning the Property to Neighborhood Business is a reasonable extension of this commercial area and revitalizes the Property with a neighborhood commercial destination. The rezoning and redevelopment allows the opportunity to interconnect the Property with 1639-1641 North French, align the Property's uses to neighborhood focused commercial services similar to the abutting 1639-1641 North French, and support the adjacent recreational, community, and neighborhood uses.

The Neighborhood Business designation is also more limited than a traditional commercial zoning only certain specific uses permitted. Town Zoning Code § 4-3-2.A. This requested change in zoning mitigates impact.

D. Suitability of the subject property for uses permitted by the current versus the proposed district.

Currently, the Property is zoned R3 and is an isolated, underutilized parcel between a commercial plaza and religious facility along a suburban corridor. Rezoning the Property would result in an interconnected development with walkable, neighborhood services permitted as of right and attractive to adjacent residential areas, community facilities, and recreational amenities. Rezoning will create a neighborhood commercial center that is compatible with surrounding uses. The Property's classification in Comprehensive Plan Figure 6, as amended, is "Commercial/Mixed Use" and therefore supports the rezoning and application of the Neighborhood Business section of the Zoning Code.

[1] 1573-1595 North French is dual zoned, and the CF Portion borders the Property.

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : Local Law to Amend the Zoning Map - (1635 North French Road, Z-2023-

E. Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the Town.

The proposed change enhances marketability, rezoning it to meet the needs of a changing real estate market. The rezoning also bring the property into conformity with surrounding parcels. It provides an opportunity to reactivate the already impacted Property with community centric uses. See Section A above for further demands met by the proposed rezoning.

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : Local Law to Amend the Zoning Map - (1635 North French Road, Z-2023-

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. 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.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information

Name of Action or Project:
1635 North French Road Town of Amherst Rezoning and Site Development

Project Location (describe, and attach a location map):
1635 North French Road

Brief Description of Proposed Action:
Rezoning of 1635 North French to NB - Neighborhood Business, and subsequent construction of two-story, approximately 12,000 SF mixed-use building (9,445 SF retail with remaining square footage for owner/manager's suite) and associated parking. The proposed action has been defined broadly to include all site clearing and construction activities.

Name of Applicant or Sponsor:	Telephone: (716) 858-3878
Torey Hirsch Sr. & Torey Hirsch Jr. by Barclay Damon LLP as agent/attorney	E-Mail: agoldberg@barclaydamon.com

Address:
200 Delaware Avenue, Suite 1200

City/PO:	State:	Zip Code:
Buffalo	NY	14202

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Town of Amherst Town Board - Local Law Rezoning Property; Town of Amherst Planning Board - Site Plan	☐	☑

3. a. Total acreage of the site of the proposed action? +/-1.03 acres
   b. Total acreage to be physically disturbed? +/ 0.9 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 5.1 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☑ Commercial ☑ Residential (suburban)
   ☐ Forest ☐ Agriculture ☐ Aquatic ☑ Other(Specify): Community Facilities
   ☐ Parkland

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : Local Law to Amend the Zoning Map - (1635 North French Road, Z-2023-

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☑	☐	☐
b. Consistent with the adopted comprehensive plan?	☐	☑	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑

	NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		
If Yes, identify: _____	☑	☐

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation services available at or near the site of the proposed action?	☑	☐
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☑	☐

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☐	☑

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water: _____ _____	☐	☑

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: _____ _____	☐	☑

	NO	YES
12. a. 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?	☑	☐
b. 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?	☑	☐

	NO	YES
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	☑
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☑	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____		
If the proposed action is within 500 feet of a wetland or waterbody the EAF Mapper tool will automatically check "yes" on the pdf of the SEAF. There are no wetlands or waterbodies on 1635 North French and a small section of the southwest corner of 1639-1641 North French contains a federal wetland. South of the properties are federal wetlands and a class C steam (Town Ditch 4). East of the properties (across the 990) is State Wetland TE-18, but none of the properties are even within the buffer zone. The forested shrub wetland in the southwest corner of 1639-1641 North French will not be disturbed		

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : Local Law to Amend the Zoning Map - (1635 North French Road, Z-2023-

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☐ Urban ☑ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☑	☐
16. Is the project site located in the 100-year flood plan?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☐	☑
If Yes,		
a. Will storm water discharges flow to adjacent properties? Proposed action may connect to abutting retention pond	☐	☑
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☑
If Yes, briefly describe: Town storm sewer and/or connection to immediately abutting retention pond on 1639-1641 North French (also owned by Petitioner).		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	☑	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	☑	☐
20.Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	☑	☐

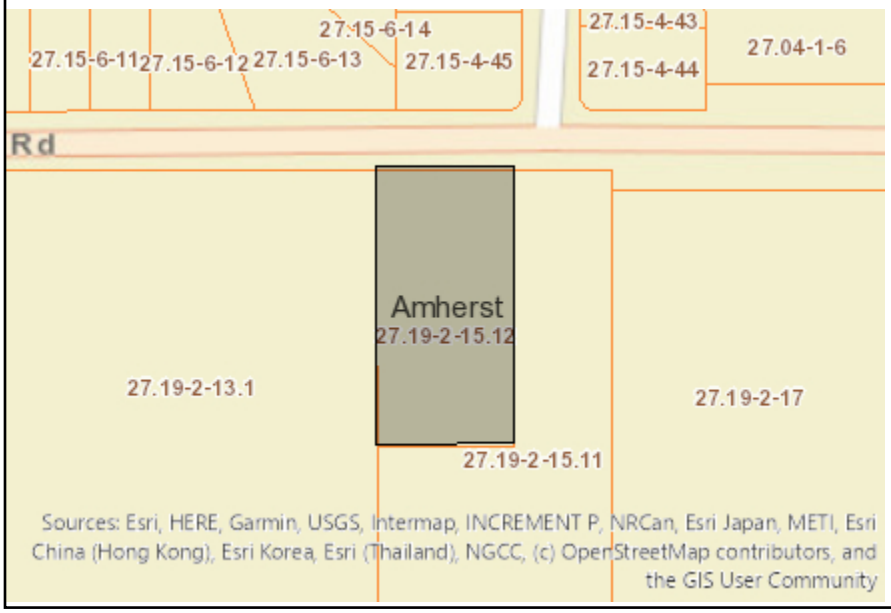
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: Torey Hirsch Sr. & Torey Hirsch Jr. by Barclay Damon LLP Date: November 20, 2023

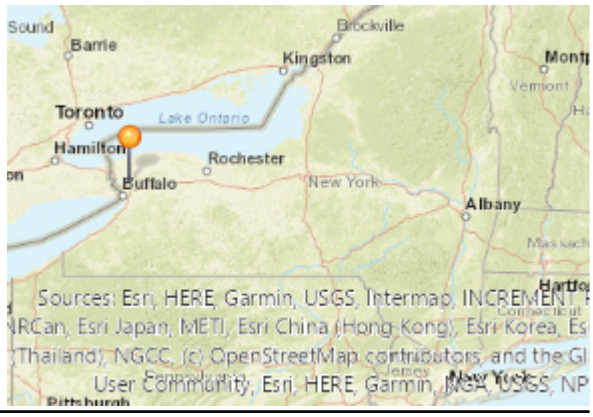
Signature: _____ Title: agent/attorney

PRINT FORM

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : Local Law to Amend the Zoning Map - (1635 North French Road, Z-2023-



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.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : Local Law to Amend the Zoning Map - (1635 North French Road, Z-2023-

TOWN OF AMHERST
State Environmental Quality Review
ENVIRONMENTAL ASSESSMENT FORM
-- ADDENDUM --

1. For each applicable category of proposed <u>new</u> 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
LC - Lamson very fine sandy loam	severe	severe	severe	severe	severe
Mh - Minoa very fine sandy loam	severe	severe	severe	severe	severe
Sw - Swormville clay Loam	severe	severe	severe	severe	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 X Not applicable

Petitioner will procure prior to Site Plan

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:
_____
_____

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 15-25
Source: ITE 10th ed.

There are no currer prospective tenants 1635 redevelopmer 1639-1641 traffic nc subject to change.

8. Will blasting occur during construction? ☐ Yes ☑ No

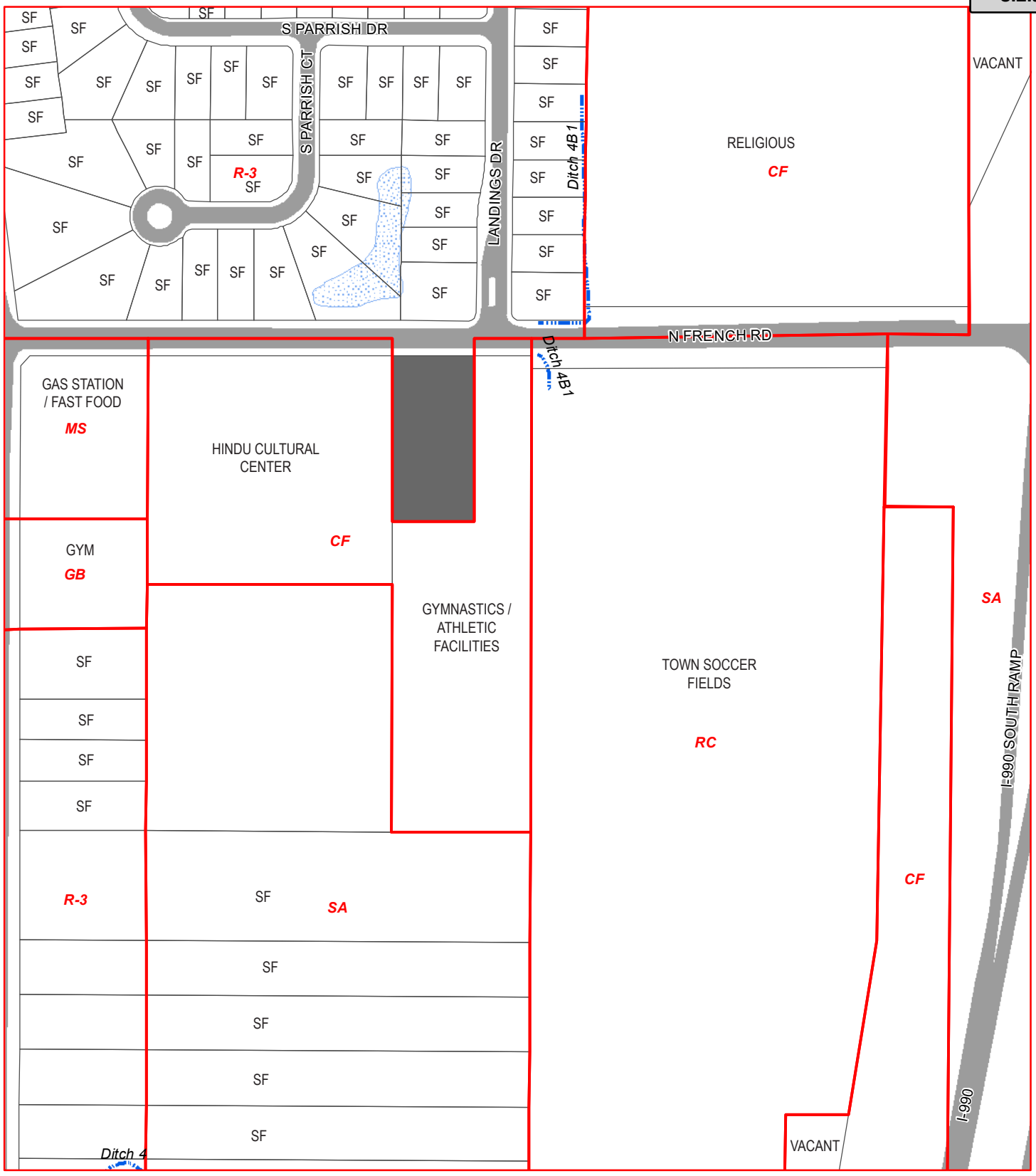
9. Does the project propose to connect and be tributary to the public sanitary sewer system? ☑ Yes ☐ No

10. Proposed net additional gallons per day (gpd) of sanitary sewer discharge upon completion of project:
+/- 1,200 average flow +/- 1,200 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: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : Local Law to Amend the Zoning Map - (1635 North French Road, Z-2023-



Z-2023-10

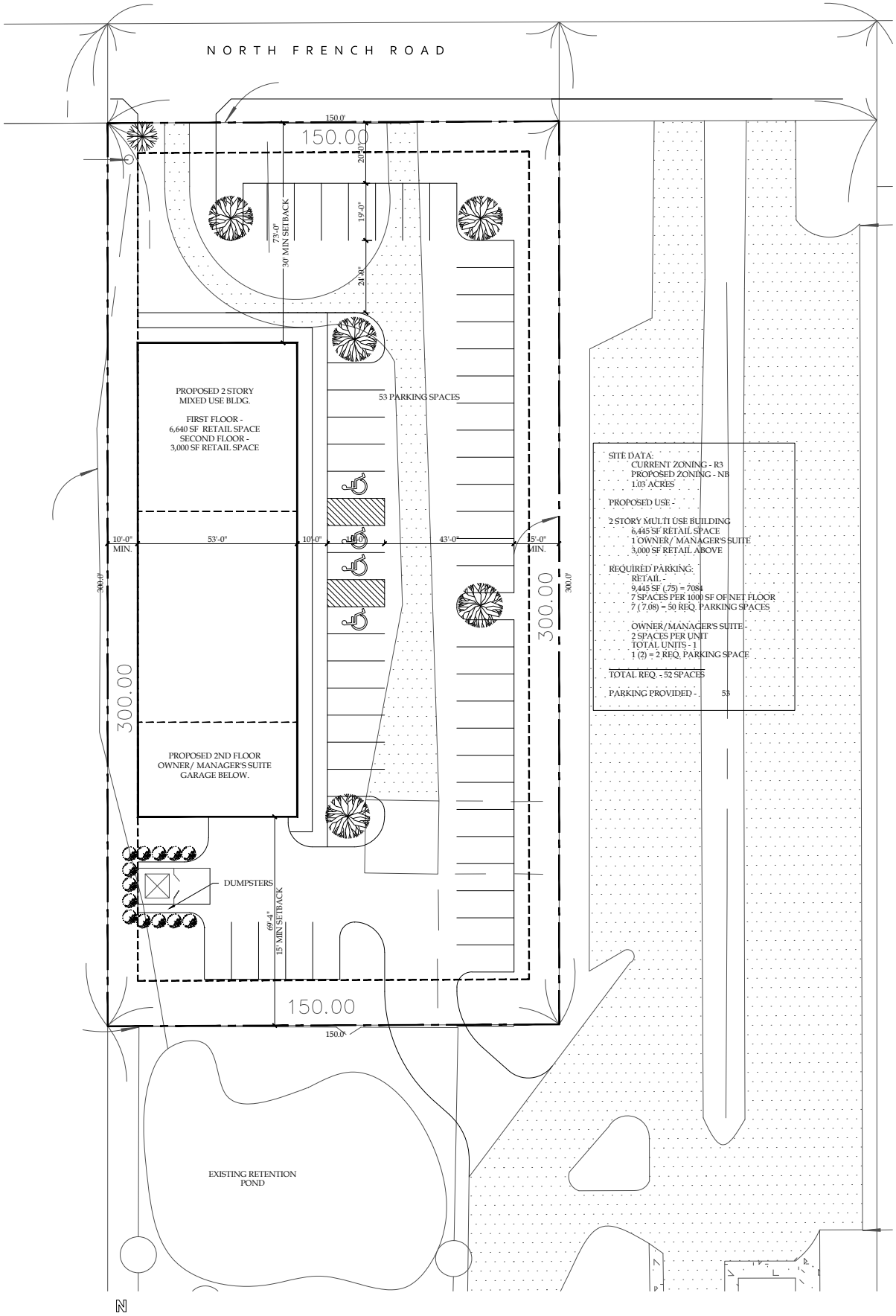
Request to Rezone 1.03+/- Acres of Land from R-3 to NB
Property Located at 1635 North French Road
Torey Hirsch, Petitioner

January 18, 2024

1635 North French Road

Prepared by the Town of Amherst Planning Department

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : Local Law to Amend the Zoning Map - (1635 North French Road, Z-2023-



CONCEPT PLAN

Z-2023-10
1635 North French Road

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : Local Law to Amend the Zoning Map - (1635 North French Road, Z-2023-



Z-2023-10

Request to Rezone 1.03+/- Acres of Land from R-3 to NB
Property Located at 1635 North French Road
Torey Hirsch, Petitioner

January 18, 2024

1635 North French Road

Prepared by the Town of Amherst Planning Department

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : Local Law to Amend the Zoning Map - (1635 North French Road, Z-2023-

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
JAN 17 2024
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

November 21, 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

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director DJU

SUBJECT: REQUEST TO REZONE 1.13± ACRES OF LAND FROM **R3** TO **NB, Z-2023-10**; PROPERTY LOCATED AT **1635 NORTH FRENCH ROAD**. TOREY HIRSCH SR. & TOREY HIRSCH JR., PETITIONER.

REVIEW:

Do you agree with all statements made? Yes.

If you do not, briefly state why: _____

General comments relative to your agency interests: DSCA will be required before sanitary sewer approvals.

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:** 12/21/23

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-10_(1635_N_French_Rd)_2023\Z-2023-10_Transmittal_112123.doc

cc: Scott Marshall, Principal Planner
Jeff Burroughs, Town Engineer
Ari Goldberg, Barclay Damon, 200 Delaware Avenue, Suite 1200, Buffalo, NY 14202
Philip Silvestri, Silvestri Architects, 1321 Millersport Highway, Amherst, NY 14221
Torey L. Hirsch, Sr., 1635 North French Road, Getzville, NY 14068

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : Local Law to Amend the Zoning Map - (1635 North French Road, Z-2023-

SITE PLAN OR ZONING REFERRAL TO COUNTY OF ERIE, NY AND REPLY TO MUNICIPALITY

Note: Please complete and send one copy with attachments to Erie County Division of Planning, Room 1053, 95 Franklin Street, Buffalo, N.Y. 14202. Retain a copy for your files.

DO NOT WRITE IN THIS SPACE

Case No.: ZR-23-683

Received: 11/22/2023

The proposed action described herein is referred in accordance with the provisions of the General Municipal Law, which provides that if no reply is received in 30 days after receipt of full information including a SEQR EAF if applicable, the municipal agency may take final action without considering such reply. If, however, reply is received at any time prior to municipal action, such reply must be considered.

Description of Proposed Action

1. Name of Municipality: Town of Amherst

2. Hearing Schedule: **Date** 01/18/2024 **Time** 6:30 pm **Location** 5583 Main St., Wmsvl., NY

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 ☒ Specific as follows: 1635 North French Road

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: Rezone 1.03 acres of land from Residential District Three (R#) to Neighborhood Business District (NB)

8. Other remarks: (ID#, SBL#, etc.) Z-2023-10, SBL# 27.19-2-15.12

9. Submitted by: Scott A. Marshall, Principal Planner **Date:** 11/21/2023

Mailing Address:

Reply to Municipality by Erie County Division of Planning

Receipt of the above-described proposed action is acknowledged on 11/22/2023**. 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. ☐ **Form ZR-3, Comment on Proposed Action is attached hereto.**
3. ☐ **The proposed action is subject to review; the Division makes the recommendation shown on Form ZR-4, Recommendation on Proposed Action, which is attached hereto.**
4. ☒ **No recommendation; proposed action has been reviewed and determined to be of local concern**

By the Division of Planning: Dan M. Hall **Date:** 12/21/2023

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : Local Law to Amend the Zoning Map - (1635 North French Road, Z-2023-

COUNTY OF ERIE

DEPARTMENT OF ENVIRONMENT AND PLANNING
DIVISION OF PLANNING AND COMMUNITY DEVELOPMENT

DANIEL R. CASTLE, AICP, COMMISSIONER — THOMAS E. BAINES, ESQ., DEPUTY COMMISSIONER

December 21, 2023

Mr. Scott Marshall
Principal Planner
Town of Amherst Planning Department
5583 Main Street
Williamsville, NY 14221

Re: Proposed Restaurant/Retail Building
Location: 1635 North French Road, Town of Amherst
Review No.: SP-23-683

Pursuant to New York General Municipal Law (GML) Section 239(m), the Erie County Department of Environment and Planning (DEP) has reviewed the above-referenced project referred by the Town of Amherst on November 22, 2023, and offers the following comments:

- As the applicant moves forward through site plan review, it should consider revising its plans to remove the proposed entrance/exit on North French Road. There is an existing curb cut/driveway for the existing residential structure. However, adding a vehicle entrance that will accommodate the proposed new retail businesses in this location could be problematic due to the close location of several other curb cuts, and this section of North French Road's relatively high traffic volume given its proximity to I-990 on/off-ramps. To reduce additional points of conflict, the applicant should consider using as its main access point the existing entrance/exit on its adjacent 1639 North French Road parcel, which is approximately 150' to the east and sits nearly parallel with Landings Drive to the north.

This review pertains to the above-referenced referral submitted to Erie County DEP. This letter should not be considered sufficient for any County approvals. The applicant and/or its contractors must still obtain any other permits and regulatory approvals applicable to this project.

Sincerely,

David Hall
Senior Planner

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : Local Law to Amend the Zoning Map - (1635 North French Road, Z-2023-

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: December 5, 2023

SUBJECT: Request to Rezone 1.13±Acres of Land from R3 to NB,Z-2023-10
Property Location: **1635 North French Rd.**
Petitioner: **Torey Hirsch Sr. & Torey Hirsch Jr**

Assessor agrees with all statements made

cc: Torey L. Hirsch, 1641 North French Rd., Getzville, NY 14068
Ari Goldberg, Barclay Damon LLP, 200 Delaware Ave., Ste 1200, Buffalo, NY 14202
Philip Silvestri, Silvestri Architects, 1321 Millersport Hwy, Amherst, NY 14221

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : Local Law to Amend the Zoning Map - (1635 North French Road, Z-2023-

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

December 7, 2023

TLH Property Management Inc.
Torey L. Hirsch
1641 North French Road
Getzville, NY 14068

SUBJECT:	Rezoning Application Review	**Z-2023-10**
	Request:	Rezone 1.13± Acres from R-3 to NB
	Property located at:	**1635 North French Road**
	Application received:	November 20, 2023
	Representative:	Ari Goldberg, Barclay Damon LLP

Dear Mr. Hirsch,

Please consider the following comments:

1. The concept plan provided with the application is being used for informational purposes only. This departments review is not to be construed as endorsement or approval of the concept plan or that it complies with the requirements of §203 or §203 of Town Code.

2. The following items on the Short Environmental Assessment Form – Part 1 are not correct and need to be amended:
   - Item 5.a. The proposed change in use to a mixed-use building (including retail space) is not a permitted Action. The answer to this item is "No".
   - Please clarify the number of anticipated vehicular trips (existing and after proposed buildout). The note on Town of Amherst EAF Addendum is not clear.

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 Gary Palumbo, AICP, Associate Planner at gpalumbo@amherst.ny.us Scott A. Marshall, Principal Planner at smarshall@amherst.ny.us.

Very truly yours,

for Daniel C. Howard, AICP
Planning Director

DH/SM/GP/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-10_(1635_N_French_Rd)_2023\Z-2023-10_Pln_Review_12012023.docc

cc: Torey L. Hirsch, 1641 North French Road, Getzville, NY 14068
Ari Goldberg, Barclay Damon LLP, 200 Delaware Ave., Suite 1200, Buffalo, NY 14202

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : Local Law to Amend the Zoning Map - (1635 North French Road, Z-2023-

Amherst

Town of Amherst Planning Department *Erie County, New York*

RECEIVED
DEC 01 2023
TOWN OF AMHERST
PLANNING DEPT.

Brian J. Kulpa
Supervisor
Daniel C. Howard, AIC
Planning Director
Daniel J. Ulatowski, AI
Assistant Planning Direc

MEMORANDUM

November 21, 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

RECEIVED
NOV 22 2023
TOWN ATTORNEY

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director DJU

SUBJECT: REQUEST TO REZONE 1.13± ACRES OF LAND FROM **R3** TO **NB, Z-2023-10**; PROPERTY LOCATED AT **1635 NORTH FRENCH ROAD**. TOREY HIRSCH SR. & TOREY HIRSCH JR., PETITIONER.

REVIEW:

Do you agree with all statements made? yes.

If you do not, briefly state why: _____

General comments relative to your agency interests: N. French not a town Road so no issues of maintenance for the Ditch.

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:** 11/29/23

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-10_(1635_N_French_Rd)_2023\Z-2023-10_Transmittal_112123.doc

cc: Scott Marshall, Principal Planner
Jeff Burroughs, Town Engineer
Ari Goldberg, Barclay Damon, 200 Delaware Avenue, Suite 1200, Buffalo, NY 14202
Philip Silvestri, Silvestri Architects, 1321 Millersport Highway, Amherst, NY 14221
Torey L. Hirsch, Sr., 1635 North French Road, Getzville, NY 14068

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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
DEC 01 2023
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

November 21, 2023

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
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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

RECEIVED
NOV 22 2023
TOWN OF AMHERST
BUILDING DEPT

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director DJU

SUBJECT: REQUEST TO REZONE 1.13± ACRES OF LAND FROM **R3** TO **NB**, **Z-2023-10**; PROPERTY LOCATED AT **1635 NORTH FRENCH ROAD**. TOREY HIRSCH SR. & TOREY HIRSCH JR., 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 B Halt **Date:** 12/1/23

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-10_(1635_N_French_Rd)_2023\Z-2023-10_Transmittal_112123.doc

cc: Scott Marshall, Principal Planner
Jeff Burroughs, Town Engineer
Ari Goldberg, Barclay Damon, 200 Delaware Avenue, Suite 1200, Buffalo, NY 14202
Philip Silvestri, Silvestri Architects, 1321 Millersport Highway, Amherst, NY 14221
Torey L. Hirsch, Sr., 1635 North French Road, Getzville, NY 14068

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : Local Law to Amend the Zoning Map - (1635 North French Road, Z-2023-

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

RECEIVED
NOV 29 2023
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

November 21, 2023

Form 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

RECEIVED
NOV 22 2023
TOWN ATTORNEY

TO: FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director DJU

SUBJECT: REQUEST TO REZONE 1.13± ACRES OF LAND FROM **R3** TO **NB, Z-2023-10**; PROPERTY LOCATED AT **1635 NORTH FRENCH ROAD**. TOREY HIRSCH SR. & TOREY HIRSCH JR., 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:** 11/27/23

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-10_(1635_N_French_Rd)_2023\Z-2023-10_Transmittal_112123.doc

cc: Scott Marshall, Principal Planner
Jeff Burroughs, Town Engineer
Ari Goldberg, Barclay Damon, 200 Delaware Avenue, Suite 1200, Buffalo, NY 14202
Philip Silvestri, Silvestri Architects, 1321 Millersport Highway, Amherst, NY 14221
Torey L. Hirsch, Sr., 1635 North French Road, Getzville, NY 14068

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : Local Law to Amend the Zoning Map - (1635 North French Road, Z-2023-

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

MEMORANDUM November 21, 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
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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

RECEIVED
NOV 29 2023
TOWN OF AMHERST
PLANNING DEPT.

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 1.13± ACRES OF LAND FROM **R3** TO **NB**, **Z-2023-10**; PROPERTY LOCATED AT **1635 NORTH FRENCH ROAD**. TOREY HIRSCH SR. & TOREY HIRSCH JR., PETITIONER.

REVIEW:

Do you agree with all statements made? No

If you do not, briefly state why: SEE BELOW

General comments relative to your agency interests: _____

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.) The Amherst Traffic Safety Board (ATSB) repeatedly reviews traffic safety related con is related to the number of access and conflict points on N. French Road in this immediate a. ATSB does not agree with the addition of another driveway in this area, and recommend at access management techniques such as driveway consolidation be pursued.

Please call the Planning Department if additional information is required (631-7051).

Signature: _____ **Date:** 11/28/23

C. SCHREGEL

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-10_(1635_N_French_Rd)_2023\Z-2023-10_Transmittal_112123.doc

cc: Scott Marshall, Principal Planner
Jeff Burroughs, Town Engineer
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Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : Local Law to Amend the Zoning Map - (1635 North French Road, Z-2023-

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

November 21, 2023

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
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Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP

RECEIVED
NOV 22 2023
TOWN OF AMHERST
BUILDING DEPT

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director DJU

SUBJECT: REQUEST TO REZONE 1.13± ACRES OF LAND FROM **R3** TO **NB**, **Z-2023-10**; PROPERTY LOCATED AT **1635 NORTH FRENCH ROAD**. TOREY HIRSCH SR. & TOREY HIRSCH JR., 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:** 11/27/23

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-10_(1635_N_French_Rd)_2023\Z-2023-10_Transmittal_112123.doc

cc: Scott Marshall, Principal Planner
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Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : Local Law to Amend the Zoning Map - (1635 North French Road, Z-2023-

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Councilmembers
Initiated by: **Jacqualine Berger**
Co-Sponsored by:

DOC ID: 28811 **RESOLUTION 2024-262** **ADOPTED**

Travel Authorization for Climate Reality Leadership Training

Please authorize expense reimbursement for travel for Councilmember Jacqualine Berger to attend the 2024 Climate Reality Leadership Training in New York City. The total cost for travel and conference registration will not to exceed $2,237.26. Funds are available in the Councilmembers 2024 budget A1220 4040.

3/25/2024
Consent

FINANCIAL IMPACT:

Cost not to exceed $2,237.26

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

Skip to main content
Don't miss your chance to join our Climate Reality Leadership training in NYC! Deadline to apply is March 24 APPLY TODAY ->

12.C.1.a



Attachment: Agenda for the Climate Reality Leadership Corps Training in New York City _ The Climate Reality Project (RES-2024-262 : Travel

Agenda for the Climate Reality Leadership Corps Training in New York City

APRIL 12-14, 2024

SHARE

- Facebook
- Twitter

This agenda is not yet final and subject to change.

Day 1 - Friday, April 12

1:00 – 4:00 PM

Registration Check-In

3:00 – 3:10 PM

Welcome Remarks

3:10 – 3:25 PM

We Are Climate Reality

3:25 – 3:45 PM

An Inconvenient Talk Show with Al Gore and Rollie Williams

3:45 – 4:30 PM

Policy Pathways to a Greener Tomorrow: Insights from Regional Leaders

4:30 – 4:40 PM

Let's Get Digital!

4:40 – 5:10 PM

Financing for Greener Economies: What Needs to Happen

5:10 – 5:25 PM

Building Community with Climate Reality

5:25 – 5:45 PM

Transition

5:45 – 6:30 PM

Collective Climate Action: Climate Reality Chapters and Mentors

Day 2 - Saturday, April 13

7:30 – 9:00 AM

Registration & Check-In

9:00 – 9:10 AM

Host Opening Remarks

9:10 – 9:20 AM

Comedy Video Screening: *A Tale of Fire and Ice* by Yellow Dot Studios

9:20 – 9:50 AM

Attachment: Agenda for the Climate Reality Leadership Corps Training in New York City _ The Climate Reality Project (RES-2024-262 : Travel

Facts First: Countering Climate Disinformation

9:50– 10:05 AM

Bridging Generations for Climate Action: A Conversation with Jonathan Scott and Alexandria Villaseñor

10:05 – 10:15 AM

Leah Penniman Virtual Keynote

10:15 – 12:15 PM

Presenting the Climate Crisis: Science, Impacts, and Solutions by Former US Vice President Al Gore

12:15 – 1:45 PM

Partner Fair & Lunch

1:45 – 2:30 PM

Thematic Breakout Session 1

During this first thematic breakout session, choose one session to attend.

1. False Solutions: Fighting Fossil Fuel Expansion for Healthier Planets and People
2. Creating Climate Resilient Communities
3. Making Clean Energy Accessible and Affordable
4. Building a Green Economy with Climate-Friendly Jobs
5. A One-Year Review of the IRA: Financing for Resiliency and Clean Energy

2:30 – 2:50 PM

Transition to Next Breakout Session

2:50 – 3:35 PM

Breakout Session 2

Choose a second thematic breakout session to attend. The same sessions are offered this round.

3:35– 4:05 PM

Transition to First Skill-Building Session

4:05 – 4:50 PM

Skill-Building Session I

During this first skill-building breakout session, choose one session to attend.

1. Hearing Nature's Voice: Embodied Ethics for the Climate Movement
2. A Q&A on Funding Local Climate Solutions
3. Building an Effective Climate Campaign
4. Crafting Compelling Climate Communications
5. Finding Real Data to Fight Mis/Disinformation

4:50 – 5:10 PM

Transition to Second Skill-Building Session

5:10 – 5:55 PM

Skill-Building Session II

Choose a second skill-building breakout session to attend. The same sessions are offered this round.

Day 3 - Sunday, April 14

9:00 – 9:10 AM

Opening Remarks

9:10 – 10:05 AM

Answering Your Questions: A Climate Science Q&A

10:05 – 10:50 AM

Intersectionality and Climate Change: A Climate Justice Conversation

10:50 – 11:05 AM

What's Next: Engaging with Climate Reality

11:05 – 11:10 AM

ATMOSPHERE by Artists Climate Collective

11:10 – 11:40 AM

Participant Survey and Coffee Break

11:40 – 11:50 AM

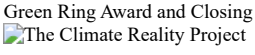
Nicole Ansari Cox Keynote

11:50 – 12:30 PM

Climate Action from Climate Reality Chapter Leadership

12:30 – 12:45 PM

Green Ring Award and Closing



555 11th Street NW
Suite 601
Washington, DC 20004

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The Climate Reality Project

- Make an Impact
  - Join a Training
  - Join a Chapter
  - Get Updates
  - Join the Solutions Circle
- Our Climate
  - Blog
  - Articles
  - Stories
  - Videos

- About Us
  - Our Mission
  - Climate and Environmental Justice
  - Climate Justice For All Project Grants
  - Chapters
  - Branches
  - Strategic Partnerships
  - Who We Are
  - Work With Us
- Donate
- Press
- Reality Hub

- OUR INITIATIVES
  - Climate Reality Leadership Corps
  - 100% Committed
  - Our Climate Moment
  - Opposing Petrochemicals in the Ohio River Valley
  - 24 Hours of Reality

Attachment: Agenda for the Climate Reality Leadership Corps Training in New York City _ The Climate Reality Project (RES-2024-262 : Travel

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

☒ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☐ Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
Jacqualine Berger		CM	631-7013

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
04/11/24	04/14/24	NYC	Climate Reality Leadership Training

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.655			
Tolls			
Parking	$ 50.00	A 1010 4040	
Local Transportation (bus/taxi)	$ 300.00	A 1010 4040	
Plane/Rail/Bus	$ 400.00	A 1010 4040	
Lodging:			
3 # nights @ $ 335.79	$1,007.37	A 1010 4040	
Meals:			
IRS Per Diem Per Day:	$ 158.00	A 1010 4040	
1st & Last Day of Travel @ 75%	$ 118.50	A 1010 4040	
# Breakfasts @ $			
# Lunches @ $			
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee	$0		
Other			
Subtotal	$2,033.87 -		N/A
Contingency - 10% of subtotal or $200	203.39 -		N/A
TOTAL	$2,237.26 -		

Request Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

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: Travel Form JB NYC 4-11 to 4-14-24 (RES-2024-262 : Travel Authorization for Climate Reality Leadership Training)

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Councilmembers
Initiated by: **Jacqualine Berger**
Co-Sponsored by:

DOC ID: 28803 **RESOLUTION 2024-263** **ADOPTED**

Appointment to Climate Smart Communities (CSC) Task Force

WHEREAS, Janet Lenichek has expressed interest in serving on the Climate Smart Communities Task Force;

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints Janet Lenichek to serve as a member on the CSC Task Force for the term to expire December 31, 2026.

3/25/2024
Consent

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Councilmembers
Initiated by: **Angela Marinucci**
Co-Sponsored by:

DOC ID: 28746 **RESOLUTION 2024-264** **ADOPTED**

Amherst Committee on Disabilities (CoD) Appointments

WHEREAS, the Amherst Committee on Disabilities (CoD) was established through Local Law Chapter 14A of Amherst Town Code by the Amherst Town Board October 1, 2007; and

WHEREAS, the CoD will study and offer suggestions and recommendations to improve compliance of the Town of Amherst with the goals and objectives of the Federal Americans with Disabilities Act, and to consider any other issues relevant to and important to disabled town residents; and

WHEREAS, the Committee on Disabilities will occasionally host events to educate the community about disabilities and handicaps community members may be challenged with; and

WHEREAS, the CoD has a maximum roster of fifteen (15) members and will serve (2) year terms; and

WHEREAS, the CoD currently has a Committee roster of five (5) members, who shall serve until their term of appointment expires, as follows:

Erika Rodman, Chairperson; 12/31/2024
David Wantuck, Vice-Chairperson; 12/31/2024
Chong Cheng, Member; 12/31/2024
Rachel Martin, Member; 12/31/2024
Susan Zummo, Member; 12/31/2024; and

WHEREAS, Luci Miranda, Barbara Robertson, Thomas Roetzer and David Whalen have served previously and have expressed interest in serving on the Amherst Committee on Disabilities; and

WHEREAS, Jamie Mobberly has expressed interest in serving on the CoD;

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints Luci Miranda, Barbara Robertson, Thomas Roetzer, David Whalen, and Jamie Mobberly to the Amherst Committee on Disabilities for a term to conclude December 31, 2026.

3/25/2024
Consent

FINANCIAL IMPACT:

None

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Angela Marinucci, Councilmember
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Councilmembers
Initiated by: **Angela Marinucci**
Co-Sponsored by:

DOC ID: 28767 **RESOLUTION 2024-265** **ADOPTED**

Amherst Community Diversity Commission Appointments

WHEREAS, the purpose of the Amherst Community Diversity Commission (ACDC) is to enhance and increase cooperation, understanding, and dialogue among residents of diverse cultural, religious, socio-economic and racial backgrounds, and to promote inclusion throughout the town; and

WHEREAS, the Commission will study the demographics of Amherst, promote town-wide events that foster cultural awareness, increase minority participation on governmental boards, committees and in the town's workplace, and to facilitate meetings designed to promote a better understanding of who Amherst is as a community; and

WHEREAS, the Amherst Community Diversity Commission generally meets on the second Tuesday of the month, with the exception of July, August and December; and

WHEREAS, the ACDC has a maximum roster of 15 members, with the Supervisor and each Councilmember personally appointing up to three individual members who shall serve *a two year term*; and

WHEREAS, the ACDC currently has a Board of eight members, who shall continue to serve until their term of appointment expires, as follows:

Gul A. Rahman, Vice Chairperson, with a term that expires 12-31-2024
Melissa Abel, Member, with a term that expires 12-31-2025
Cynthia Bass, Member, with a term that expires 12-31-2025
Dr. Mohammed Khan, Member, with a term that expires 12-31-2024
Heidi Nicklaus Lefebvre, Member, with a term that expires 12-31-2024

WHEREAS, the Members of the Commission shall, by majority vote, elect a Chairperson from among the members and such officers as may be deemed necessary from time to time; and

WHEREAS, Anne Rohrer and Zhen Liu have expressed interest in being reappointed to the ACDC with a term to expire 12-31-2025, and Dr. Mohan Devgun has agreed to serve as Chair with term to expire 12-31-2024; and

WHEREAS, JoAnn Balazs, Yanhong Baranski, Della Gray-Hailey, Annette Herrman, Purima Srinivasan Mohan, and Danessia Scott-Warren, Esq., have expressed interest in being appointed to the ACDC;

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Amherst Town Board appoints Anne Rohrer, Zhen Liu and Dr. Devgun Mohan to the Amherst Community Diversity Commission, each for terms to conclude as mentioned above, and the Amherst Town Board appoints JoAnn Balazs, Yanhong Baranski, Della Gray-Hailey, Annette Herrman, Purima Srinivasan Mohan, and Danessia Scott-Warren, Esq., each for a term to expire on 12-31-25.

3/25/2024
Consent

FINANCIAL IMPACT:

None

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Angela Marinucci, Councilmember
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 28766 **RESOLUTION 2024-266** **ROLL CALL VOTE (ADOPTED)**

Amherst Central Park Focus Area 3 (Bond Resolution - $11,000,000) ($8.5M Long-Term Borrowing; $2.5M Short-Term Borrowing for Working Capital (Principal to be Reimbursed by MusicalFare)

AGENDA ITEM : MARCH 25th, 2024

TO: **Town Board**

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

DATE: **March 19, 2024**

RE: **Amherst Central Park Focus Area 3**
2024-2029 C.I.P. - Project ACP-3
Bond Resolution - $11,000,000 ($8.5M Long-Term Borrowing; $2.5M Short-Term Borrowing For Working Capital (Principal To be Reimbursed by MusicalFare)

Kindly take the following action with respect to the above bond request:

(1) Adopt the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department; and

(2) Adopt the attached bond resolution authorizing the issuance of $11,000,000.00 in serial bonds for the above-referenced Town improvement.

The adoption of the bond resolution does not require a public hearing to be held because the improvement is a Town improvement not involving a special district.

Also attached is the Map Plan and Report which provides further detail on the scope of the project.

Thank you.

MAP:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments*, **Agenda Item - March 25, 2024**)
Daryl C. Bramer, Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)

Dan Rizzo, Facilities Department (*w/attachments)*

3/25/2024

A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond Resolution- $11,000,000

RESULT:	**ROLL CALL VOTE (ADOPTED) [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Shawn Lavin, Deputy Supervisor
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

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

Transmitted electronically

MEMORANDUM March 12, 2024

TO: Facilities Department

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Determination
2024–2029 CIP – Amherst Central Park Focus Area 3
ACP-3- Proposed Theater

The Planning Department has reviewed the scope of work for the subject project and has determined that the project will be consistent with the statement of findings adopted by the Town Board for the Supplemental Generic Environmental Impact Statement (SGEIS) issued on December 18, 2023 for the Amherst Central Park Conceptual Development Plan – Planned Unit Development.

Therefore, pursuant to section 617.10(d)(1) of the SEQR regulations the authorization to bond the proposed project does not require any further environmental work.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_I_Unlisted__Other_Actions (PJ-2015-001A)\ACP-3_Proposed Theater Bonding_03_12_2024.docx

cc:
Martin A. Polowy, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: ACP-3_Proposed Theater Bonding_03_12_2024 (RES-2024-266 : Amherst Central Park Focus Area 3 (Bond Resolution -

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

March 25, 2024

* * *

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on March 25, 2024.

There were present:	Hon. Brian J. Kulpa, Supervisor; and
Board members:	Jacqualine Berger, Councilwoman Angela Marinucci, Councilwoman Shawn Lavin, Deputy Supervisor/Councilman Michael R. Szukala, Councilman
There were absent:	
Also present:	Francina J. Spoth, Town Clerk

* * *

_____ offered the following resolution and moved its adoption:

Attachment: CertBondReso [Revision 1] (RES-2024-266 : Amherst Central Park Focus Area 3 (Bond Resolution - $11,000,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED MARCH 25, 2024, AUTHORIZING THE CONSTRUCTION OF A NEW THEATER LOCATED IN AMHERST CENTRAL PARK, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $11,000,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $11,000,000 TO FINANCE SAID APPROPRIATION

THE TOWN BOARD OF THE TOWN OF AMHERST, IN THE COUNTY OF ERIE, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said Town Board) AS FOLLOWS:

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the "Town"), is hereby authorized to undertake the construction of a new theater located in Amherst Central Park, as further described in the map, plan and report dated March 2024, prepared by the Facilities Department (2024-2029 Capital Improvement Program Project ACP-3). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $11,000,000 and said amount is hereby appropriated for such purpose. The plan of financing includes (i) the issuance of bonds in the amount of $8,500,000 to finance said appropriation, (ii) $2,500,000 in payments by the theater tenant, and (iii) the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable. It is expected that $2,500,000 will be received by the Town from the tenant to pay a portion of the cost of the project. The Town must initially fund the entire cost of the project and expects to be reimbursed, in part, from such payments. The Town Supervisor shall be limited to the issuance of bond anticipation notes in anticipation of the receipt of such $2,500,000 portion of the project cost.

Section 2. Bonds of the Town in the principal amount of $11,000,000 are

Attachment: CertBondReso [Revision 1] (RES-2024-266 : Amherst Central Park Focus Area 3 (Bond Resolution - $11,000,000))

hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said objects or purposes as set forth in section 1 hereof.

Section 3. The following additional matters are hereby determined and declared:

(a) The period of probable usefulness applicable to the specific object or purpose for which said $11,000,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 12(a)(1) of the Law, is twenty-five (25) years.

(b) The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the Town for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the Town, payable as to both principal and interest by general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said

Attachment: CertBondReso [Revision 1] (RES-2024-266 : Amherst Central Park Focus Area 3 (Bond Resolution - $11,000,000))

bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds, and any notes in anticipation thereof to mature in such year, and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the Town Board relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and as to the execution of agreements for credit enhancements, are hereby delegated to the Supervisor, the chief fiscal officer of the Town.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the constitution.

Attachment: CertBondReso [Revision 1] (RES-2024-266 : Amherst Central Park Focus Area 3 (Bond Resolution - $11,000,000))

Section 7. This bond resolution is subject to a permissive referendum and the Town Clerk is hereby authorized and directed, within fifteen (15) days after the adoption of this resolution, to cause to be published, in full, in "The Amherst Bee," a newspaper having a general circulation within said Town and hereby designated the official newspaper of the Town for such publication and posted on the sign board of the Town maintained pursuant to the Town Law, a Notice in substantially the following form:

Attachment: CertBondReso [Revision 1] (RES-2024-266 : Amherst Central Park Focus Area 3 (Bond Resolution - $11,000,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on March 25, 2024, the Town Board of the Town of Amherst, in the County of Erie, New York, adopted a bond resolution entitled:

"BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED MARCH 25, 2024, AUTHORIZING THE CONSTRUCTION OF A NEW THEATER LOCATED IN AMHERST CENTRAL PARK, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $11,000,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $11,000,000 TO FINANCE SAID APPROPRIATION,"

an abstract of which bond resolution concisely stating the purpose and effect thereof, being as follows:

FIRST: AUTHORIZING said Town is authorized to undertake the construction of a new theater located in Amherst Central Park, as further described in the map, plan and report dated March 2024, prepared by the Facilities Department (2024-2029 Capital Improvement Program Project ACP-3); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $11,000,000; APPROPRIATING said amount for such purpose; STATING the plan of financing includes (i) the issuance of $8,500,000 in bonds to finance said appropriation, (ii) $2,500,000 in payments by the theater tenant, and (iii) the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable; and STATING that the Town Supervisor shall be limited to the issuance of bond anticipation notes in anticipation of the receipt of such $2,500,000 portion of the project cost;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of $11,000,000 pursuant to the Local Finance Law of the State of New York to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is twenty-five (25) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Town for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

FOURTH: DETERMINING that said bonds, and any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes shall be general obligations of the Town; and PLEDGING to their payment the faith and credit of the Town;

Attachment: CertBondReso [Revision 1] (RES-2024-266 : Amherst Central Park Focus Area 3 (Bond Resolution - $11,000,000))

FIFTH: DELEGATING to the Supervisor the powers and duties as to the issuance of said bonds, and any bond anticipation notes issued in anticipation of said bonds, or the renewals thereof; and

SIXTH: DETERMINING that the bond resolution is subject to a permissive referendum.

DATED: March 25, 2024

FRANCINA J. SPOTH,
Town Clerk

Section 8. The Town Clerk is hereby authorized and directed to cause said bond resolution to be published, in summary, after said bond resolution shall take effect, in the newspaper referred to in Section 7 hereof, and hereby designated the official newspaper for said publication, together with a Notice in substantially the form as provided by Section 81.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York.

* * *

Attachment: CertBondReso [Revision 1] (RES-2024-266 : Amherst Central Park Focus Area 3 (Bond Resolution - $11,000,000))

The adoption of the foregoing resolution was seconded by _____and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso [Revision 1] (RES-2024-266 : Amherst Central Park Focus Area 3 (Bond Resolution - $11,000,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on March 25, 2024, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this _____day of March, 2024.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso [Revision 1] (RES-2024-266 : Amherst Central Park Focus Area 3 (Bond Resolution - $11,000,000))

Town of Amherst

Facilities Department

Amherst Central Park Focus Area 3

2024 – 2029 Capital Improvement Program
Project ACP-3 "Amherst Central Park Focus Area 3: New Theater"
MAP, PLAN & REPORT

March 2024

Contents:

• Background
• Location
• Project Description and Improvements
• Project Justification
• Anticipated Project Schedule
• Financial Summary
• Taxation Summary
• SEQR Determination

Prepared by:
Town of Amherst
Facilities Department
5583 Main Street, Williamsville, NY 14221
(716) 631 – 7080 | (716) 631 – 7109

Attachment: MPR ACP-3 Amherst Central Park Focus Area 3 New Theater (RES-2024-266 : Amherst Central Park Focus Area 3 (Bond

Town of Amherst, Amherst Central Park Focus Area 3
2024-2029 Capital Improvement Project ACP-3
Map, Plan & Report

Background

Amherst Central Park, formerly known as Westwood Country Club, is an improved property of approximately 170 acres located at 772 North Forest Road. The property includes an existing clubhouse building and other ancillary structures, along with natural and manmade site features related to its use as a former golf course.

The Town of Amherst plans to develop the southern portion of Amherst Central Park through several projects as identified in the approved *2024 – 2029 Capital Improvement Program*.

One of these projects is identified as "ACP-3: Amherst Central Park Focus Area 3", allocated to develop a new Town theater building, as shown below.

TOWN OF AMHERST

Approved 2024 – 2029 Capital Improvement Program

November 9, 2023

Possible Energy Performance Contract (EPC) funded projects
Urban Renewal Action with an appropriation backed borrowing
Emergency Communications projects

Amherst Central Park *Recommended Schedule (X $1,000)*

Project ID	Project Title/Description	2024	2025	2026	2027	2028	2029	Total Cost 2024-2029
ACP-1	**Amherst Central Park Focus Area 1:** Recreation corner & parking lot and roadway access in southern portion of the park	4,200 LA 2,250 F/S 250 F/S	7,500 LA 1,250 F/S					$15,450,000
ACP-2	**Amherst Central Park Focus Area 2:** Winter Market	545 X						$545,000
ACP-3	**Amherst Central Park Focus Area 3:** New Theater	4,000 LA 1,000 F/S	5,000 LA 1,000 F/S					$11,000,000
ACP-4	**Amherst Central Park Focus Area 4:** Existing Clubhouse							
ACP-5	**Amherst Central Park Focus Area 5:** BNHV relocation and new building		2,000 LA	6,000 LA 2,000 X				$10,000,000

TOTAL AMHERST CENTRAL PARK BONDING (2024): $8,200,000

Urban Renewal Agency *Recommended Schedule (X $1,000)*

Project ID	Project Title/Description	2024	2025	2026	2027	2028	2029	Total Cost 2024-2029
UR-1	**Boulevard Mall Acquisition:** Acquisition and disposition of the Boulevard Mall and some adjacent properties.							
UR-2	**Boulevard Mall Demolition:** Demolition of the current structures on the Boulevard Mall site.		*10,000 LA* *2,000 X*					

Key:

Funding Source
T – Tax
L – Bond
S – Surplus
E - Encumbered
IM – I&I or Mitigation Funds
RF – Recreation Fund
OF – Open Space Fund
F/S – Federal or State Aid
X – Private Source

Funding Account
A – General Account
B – Part Town
C – Community Environment
D – Highway
F – Lighting
G – Sanitary Sewer District
H – Storm Drainage District
I – Water District
W – Water Pollution Control Facility
– Special District Number
NS – None Submitted

1

Attachment: MPR ACP-3 Amherst Central Park Focus Area 3 New Theater (RES-2024-266 : Amherst Central Park Focus Area 3 (Bond

Location

The core area of the Amherst Central Park parcel is 772 N. Forest Road, Buffalo NY. **SBL: 68.01-1-1.2.**



Figure 1 - Project Location – Amherst Central Park

Attachment: MPR ACP-3 Amherst Central Park Focus Area 3 New Theater (RES-2024-266 : Amherst Central Park Focus Area 3 (Bond

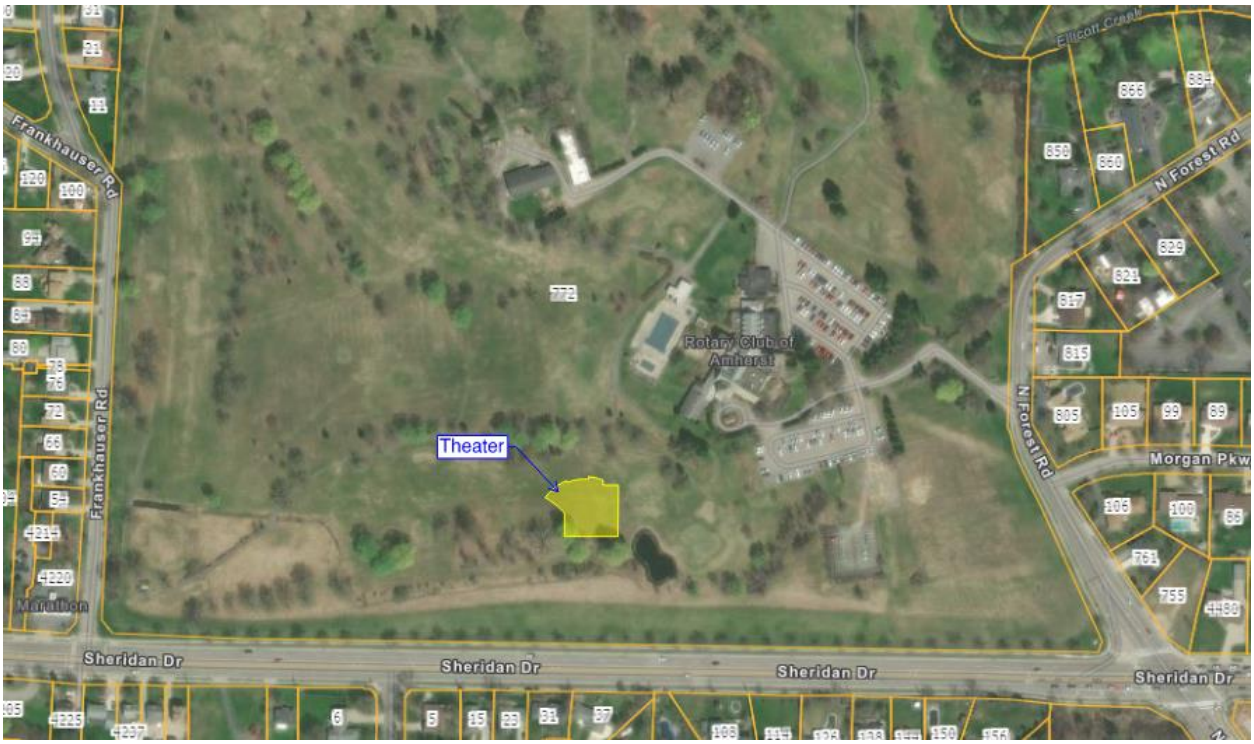


Figure 2 - Project Location – Amherst Central Park – Southern End

Project Description and Improvements

The project includes the development of a theater building at Amherst Central Park. The theater building will include spaces for theatrical performances, such as plays, and musicals. The theater will also include a cabaret space with a small stage for musicians or comedians, and can also be used as event space. Back-of-house spaces include dressing rooms, costume shop and scenery shop.

A lease agreement with MusicalFare Theater Company was approved by the Town Board on February 26, 2024, for a non-exclusive term of 30 years, with an annual rate of $1.00. MusicalFare will also contribute 1/3 of the estimated $10 million in construction costs, with $2 million or more to be paid prior to or upon taking possession of the building, $500,000 or more to be paid upon within one year of possession of the building, with the balance to be paid over the next 9 years.

Project Justification

The project enhances the cultural value of Amherst Central Park as a way to bring people of the community together and into the park. Historically, theaters and performative art buildings are places of knowledge and understanding. Residents will benefit from having access to a theater within their town. The Town will also be able to use the theater for town-related purposes, including but not limited to hosting meetings.

Anticipated Project Schedule

Bond Action:	March 2024
Construction:	September 2024 thru August 2025

Attachment: MPR ACP-3 Amherst Central Park Focus Area 3 New Theater (RES-2024-266 : Amherst Central Park Focus Area 3 (Bond

Financial Summary

Funding is identified in the approved 2024-2029 Capital Improvement Program under Project ACP-3, for a total of $11,000,000. The funds have been identified as a General Fund Bond with a minimum useful life of 25 years.

Construction	$10,000,000.00
Contingency	$945,000.00
Legal/Admin	$55,000.00
Total Project Cost	$11,000,000.00
Less: MusicalFare Contribution	($3,333,333.33)
Town Cost	$7,666,666.66

It is anticipated that $5 million will be borrowed in 2024 ($4 million long-term and $1 million short-term) and $6 million will be borrowed in 2025 ($4.5 million long-term and $1.5 million short-term), with funds being recouped from MusicalFare as previously outlined, and a total long-term borrowing of $8,500,000.00. If MusicalFare reimburses the Town above the minimums described, the long-term borrowing will be decreased.

Taxation Summary

2024 Long-Term Bond Request	$4,000,000 (General Fund)
Bond Term	25 Years
Annual Tax Impact	$0.0147 per $1,000 of AV at 100% Equal.
Typical Property Annual Impact	$4.4249 per $300,000 property at 100% Equal.
2025 Long-Term Bond Request	$4,500,000 (General Fund)
Bond Term	25 Years
Annual Tax Impact	$0.0166 per $1,000 of AV at 100% Equal.
Typical Property Annual Impact	$4.9780 per $300,000 property at 100% Equal.
*2024 Short-Term Bond Request**	*$1,000,000 (General Fund)*
Bond Term	*1-2 Years*
Annual Tax Impact	*$0.0023 per $1,000 AV at 100% Equal.*
Typical Property Annual Impact	*$0.06913 per $300,000 property at 100% Equal.*
*2025 Short-Term Bond Request**	*$1,500,000 (General Fund)*
Bond Term	*1-2 Years*
Annual Tax Impact	*$0.0035 per $1,000 AV at 100% Equal.*
Typical Property Annual Impact	*$1.0369 per $300,000 property at 100% Equal.*

**Principal will be reimbursed through MusicalFare lease agreement; only interest is considered in the taxation summary.*

SEQR Determination

See attached SEQR Memo from the Town of Amherst Planning Department.

Attachment: MPR ACP-3 Amherst Central Park Focus Area 3 New Theater (RES-2024-266 : Amherst Central Park Focus Area 3 (Bond

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 28808 **RESOLUTION 2024-267** **ADOPTED**

Boulevard Central District Sanitary Sewer Improvements (Order Calling for a Public Hearing) ($21M) ($11M Long-Term Borrowing; Up to $10M Short-Term Borrowing for Working Capital)

AGENDA ITEM : MARCH 25TH, 2024

TO: **Town Board**

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

DATE: **March 20, 2024**

RE: **Boulevard Central District Sanitary Sewer Improvements**
Order Calling For A Public Hearing - $21,000,000 ($11M Long-Term Borrowing; Up To $10M Short-Term Borrowing For Working Capital)

Kindly adopt the attached Order Calling Public Hearing regarding the above matter by scheduling a Public Hearing for the project on April 29, 2024 at 7:00 p.m.

Also attached is the Map Plan and Report which provides further detail on the scope of the project.

Thank you.

MAP:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - March 25, 2024**)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachment*)
Vaishali Reberholt, PE, Assistant Town Engineer (*w/attachment*)

3/25/2024
Consent

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

Attachment: CertOCPH (RES-2024-267 : Boulevard Central District Sanitary Sewer Improvements (Order Calling for a Public Hearing) ($21M))

At a regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 25th day of March, 2024.

PRESENT:

Hon. Brian J. Kulpa, Supervisor
Jacqualine Berger, Councilwoman,
Angela Marinucci, Councilwoman
Shawn Lavin, Deputy Supervisor/Councilman
Michael R. Szukala, Councilman

In the Matter

of the

Increase and Improvement of Facilities of the Consolidated Sanitary Sewer District, in the Town of Amherst, in the County of Erie, New York, pursuant to Section 202-b of the Town Law

---

Offered by:

Seconded by:

ORDER CALLING FOR A PUBLIC
HEARING TO BE HELD ON
APRIL 29, 2024

WHEREAS, the Town Board of the Town of Amherst (herein called the "Town"), in the County of Erie, New York, on behalf of the Consolidated Sanitary Sewer District, in the Town (herein referred to as the "District"), has caused the Town Engineering Department, engineers duly licensed by the State of New York (the "Engineer"), to prepare the map, plan and report, dated March, 2024, for the increase and improvement of facilities of the District, consisting of sanitary sewer repairs, at the estimated maximum cost of $42,000,000 (2024 CIP Project No.

Attachment: CertOCPH (RES-2024-267 : Boulevard Central District Sanitary Sewer Improvements (Order Calling for a Public Hearing) ($21M))

S-4), with a portion of such cost not to exceed $21,000,000 to be financed through bonds or bond anticipation notes to be issued by the Town: and

WHEREAS, pursuant to the direction of the Town, the Engineer has completed and filed with the Town Board such preliminary map, plan and report for said increase and improvement of facilities of the District and has estimated the total cost thereof to be $42,000,000; and

WHEREAS, the Town Board, as lead agency, has given due consideration to the impact that the project described herein may have on the environment and has determined that the project is a Type II action pursuant to the State Environmental Quality Review Act (SEQRA), constituting Article 8 of the Environmental Conservation Law, and 6 N.Y.C.R.R., Regulations Part 617.5;

NOW, THEREFORE, BE IT

ORDERED, that a regular meeting of the Town Board of the Town be held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 29th day of April, 2024 at 7:00 o'clock P.M. (Prevailing Time) to consider said increase and improvement of the facilities of the District and to hear all persons interested in the subject thereof concerning the same

FURTHER ORDERED, that the Town Clerk publish at least once in the "*Amherst Bee,"* hereby designated as the official newspaper of the Town for such publication, and post on the Town's website at www.amherst.ny.us, on the front entrance door and rear doors of Town Hall and on the sign board of the Town maintained pursuant to subdivision 6 of Section 30 of the Town Law, a Notice of such public hearing, substantially in the form attached hereto as Exhibit A, the first publication thereof and said posting to be not less than ten (10) nor more than twenty (20) days before the date of such public hearing.

DATED: March 25, 2024

TOWN BOARD OF THE TOWN OF AMHERST

(SEAL)

The adoption of the foregoing Order was duly put to a vote on roll call, which resulted as follows:

Supervisor Brian J. Kulpa voting_____

Councilwoman Jacqualine Berger voting_____

Councilwoman Angela Marinucci voting_____

Deputy Supervisor/Councilman Shawn Lavin voting _____

Councilman Michael R. Szukala voting _____

The Order was declared adopted.

* * * * *

Attachment: CertOCPH (RES-2024-267 : Boulevard Central District Sanitary Sewer Improvements (Order Calling for a Public Hearing) ($21M))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, DO HEREBY CERTIFY that I have compared the preceding Order Calling for a Public Hearing with the original thereof filed in the office of the Town Clerk on the 25th day of March, 2024, and that the same is a true and correct copy of said original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town on this _____ day of March, 2024.

(SEAL)

_____

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertOCPH (RES-2024-267 : Boulevard Central District Sanitary Sewer Improvements (Order Calling for a Public Hearing) ($21M))

Exhibit A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Amherst, in the County of Erie, State of New York (the "Town"), will meet at the Town Hall, 5583 Main Street, Williamsville, New York, on April 29, 2024, at 7 o'clock P.M. (Prevailing Time), for the purpose of conducting a public hearing in relation to the proposed increase and improvement of facilities of the Town's Consolidated Sanitary Sewer District (the "District"), consisting of sanitary sewer repairs, at the estimated maximum cost of $42,000,000 (2024 CIP Project No. S-4), as described in the map, plan and report, dated March, 2024, prepared by the Town Engineering Department. The current approved total estimated maximum cost of the projects is $21,000,000, which is proposed to be financed through issuance of bonds by the Town of Amherst on behalf of the District, payable by levy and collections of assessments on real property in the District. Therefore, the project cost burden is expected to be borne by District property owners throughout the expected term of the bonds. However, the bonds to be issued shall be general obligation bonds of the Town and in the event the amount of assessments collected within the District is insufficient to pay the cost of the project and/or the debt service related to the project, such costs and/or debt service shall be paid from the general Town taxes.

Further details concerning such proposed increase and improvement of facilities and the estimated costs thereof are set forth in the above-mentioned map, plan and report which is available for review at the office of the Town Clerk.

BY ORDER OF THE TOWN BOARD OF THE
TOWN OF AMHERST

Dated: March 25, 2024
Williamsville, New York

Francina J. Spoth.
Town Clerk

Attachment: CertOCPH (RES-2024-267 : Boulevard Central District Sanitary Sewer Improvements (Order Calling for a Public Hearing) ($21M))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, DO HEREBY CERTIFY that I have compared the preceding Order Calling for a Public Hearing with the original thereof filed in the office of the Town Clerk on the 25th day of March, 2024, and that the same is a true and correct copy of said original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town on this ____ day of March, 2024.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertOCPH (RES-2024-267 : Boulevard Central District Sanitary Sewer Improvements (Order Calling for a Public Hearing) ($21M))

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

DRAFT SEQR
NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Town Board

Project: West Side Interceptor
Pump Station /Forcemain
2024 - 2029 C.I.P.
Project S-4

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: West Side Interceptor Lift Station /Forcemain

SEQR Status: Unlisted action

Description of Action:

Construction of a new 15 MGD sanitary pump station with a connection to the existing West Side Interceptor sanitary sewer. The pump station will be located within an existing right of way area near Rensch Road. 11,400 linear feet of 24-inch sanitary force main will be constructed from the pump station at Rensch Road within existing road right of ways along Rensch Road and Sweet Home Road to the Town's Peanut Line sanitary sewer interceptor.

Location: Southern terminus of Rensch Road to Sweet Home Road, continuing northerly to Ellicott Creek, Town of Amherst, Erie County, New York

Petitioner: Town of Amherst , c/o Amherst Engineering Department

Attachment: SEQR S-4 (RES-2024-267 : Boulevard Central District Sanitary Sewer Improvements (Order Calling for a Public Hearing) ($21M))

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Map, Plan and Report, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed project 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 proposed pump station provides for carbon air filtration to mitigate for potential odor releases during operation. The project area does contain floodplain, wetland areas and a protected stream (Ellicott Creek). The project will be contained to the developed road right of ways. Any work within 50 feet of Ellicott Creek to construct a pipe Bridge will be done with a protection of waters permit issued by NYSDEC. All protective measures will be employed during construction to minimize soil erosion and sedimentation consistent with the NYSDEC requirements.

2. The project will not result in the removal or destruction of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources. All disturbances will occur within the developed street right of ways. Work done adjacent to Ellicott Creek to construct a pipe bridge will be done in coordination with NYSDEC to identify any significant wildlife species before any authorized disturbance.

3. The project is not expected to create any material conflict with the Town Comprehensive Plan or the regulations of the Town Zoning Ordinance. The project is consistent with Section 7.2 of the Comprehensive Plan, which has an objective of maintaining and upgrading existing sanitary sewer infrastructure and elimination sanitary sewer overflows, which the project will achieve by providing necessary sanitary downstream sewer capacity in the west side of Town during wet weather conditions.

4. The project is within an area identified by the State as potentially containing significant cultural or archeological resources, however the project will occur within previously disturbed areas currently improved with roadways. The project will be done in coordination with NYSOPRHP before any areas which were not previously disturbed are impacted.

5. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The project is within a Local Waterfront Revitalization Program (LWRP). A required consistency review was performed by the

Attachment: SEQR S-4 (RES-2024-267 : Boulevard Central District Sanitary Sewer Improvements (Order Calling for a Public Hearing) ($21M))

Town of Amherst Planning Department and the project does not conflict with the LWRP policy standards.

6. The proposed project will cause a change in the use of electrical energy. The new pump station will utilize electricity, however the pumps will only be operational during wet weather conditions when additional sanitary sewer capacity is needed.

7. The proposed project is not anticipated to create any hazard to human health. Any noise generated by the sewage pumps will be 40 feet below grade and within a concrete chamber. Odors from the pump station will mitigated with carbon filtration and after wet weather use, the pump station chamber will be washed down with a wet interior sprinkler system.

8. The proposed project will not cause a change in land use. The project will however, meet future upstream capacity needs of anticipated development within the Town's Boulevard Central District opportunity zone.

9. The project will not increase the number of people using the site over its current level of use as a road right of way.

10. The project will not create a material demand for other actions resulting in a negative impact or consequence.

_____ _____
Signature & title of preparer date

_____ _____
Brian J. Kulpa, Supervisor date

DU/ac
X:\Special_Projects\SEQR_Engineering & Other TOA\Type_I_Unlisted__Other_Actions (PJ-2015-001A)\Neg Dec_ Evergreen Landing Street Lighting_020722_H16.docx
cc: Amherst Engineering Department
ECDEP
NYSDEC

Attachment: SEQR S-4 (RES-2024-267 : Boulevard Central District Sanitary Sewer Improvements (Order Calling for a Public Hearing) ($21M))

TOWN OF AMHERST
ENGINEERING DEPARTMENT

BOULEVARD CENTRAL DISTRICT SANITARY SEWER IMPROVEMENTS

2024 CIP PROJECT S-4
CONSOLIDATED SANITARY SEWER DISTRICT
TOWN OF AMHERST JOB NO. 2019.038 & 2022.026

MAP, PLAN & REPORT

March 2024

Contents:

- Executive Summary
- Project Description
- Financial Summary w/costs & taxation
- Environmental Assessment Form
- SEQR

Appendices:

A. Project Location Map

Attachment: MPR S-4 Boulevard Central District Sanitary Sewer Improvements (RES-2024-267 : Boulevard Central District Sanitary Sewer

TOWN OF AMHERST
BOULEVARD CENTRAL DISTRICT SANITARY SEWER IMPROVEMENTS

EXECUTIVE SUMMARY:

The Town of Amherst Engineering Department completed a preliminary study and basis of design for the Westside Interceptor in 2022 and is proceeding with the final design and construction as per the 2024 Capital Improvement Program (CIP Project S-4). As defined during the numerous downstream sewer capacity studies for projects proposed in Williamsville, Eggertsville and Snyder, the Westside Interceptor and Niagara Falls Blvd have wet weather capacity issues. The well documented wet weather capacity issues are significant enough to provide a possible barrier to the necessary development and redevelopment plans for the older areas of the town.

Over the past two decades, the town has been focused on eliminating its Sanitary Sewer Overflows (SSOs) which occur due to insufficient downstream pipe capacity. In 2007, the NYSDEC levied an Order on Consent against the town to prepare a plan to eliminate its last four remaining SSOs. Since that action, the town has eliminated two of the four and is working toward the elimination of the last two. It is possible that this project, as well as operational changes at the plant and future capital improvement projects focusing on Inflow and Infiltration (I&I) removal, will mitigate the final two SSOs.

As the town has defined and identified the solutions to the SSO issue, several initiatives have been implemented to remove extraneous wet weather flows (I&I) within the public and private side of the sewer system. Over the summer of 2017, the town adopted a “time of sale” law and amended its I&I Mitigation Program. In addition, the NYS Department of Environment Conservation (NYSDEC) as part of its CMOM (Capacity Management Operations and Maintenance) plan review has required that the town study each mini-system in the Westside Interceptor sewer shed with the goal of developing future effective I&I mitigation projects.

The I&I mitigation program is mandated by the NYSDEC and all new projects that require NYSDEC approval of a sanitary sewer extension (with flow greater than 2,500 gallons/day) are required to mitigate the equivalent volume of sewage equal to four times the development’s peak flow. The town’s new program requires that the developer of the project pay a fee in the amount of $250/gpm for mitigation of I&I flow. The payment is deposited into a trust account for use on future capital projects targeting I&I removal.

The town will embark on its mini-system studies with the goal of systematically removing as much I&I as feasible. As a start, the town is planning on studying three smaller mini systems and will program capital work for each. It is anticipated that each mini-system will yield at least one if not two capital projects focused on I&I work.

Given the above, and the considerable redevelopment opportunities that are forecasted in the Amherst Opportunity Zone located within the West Side Interceptor sewer shed, it is assumed that a methodical approach to I&I removal alone will not yield the capacities necessary in the West Side Interceptor in a time frame amenable to the Boulevard Central District redevelopment.

PROJECT DESCRIPTION:

The project includes design and construction of improvements to the sanitary sewer infrastructure in the Boulevard Central District, from around the Boulevard Mall from Sweet Home Road & the I-290 to Sweet Home Road & 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 station will be located within the interceptor easement area near Rensch Road. 11,400 linear feet of

Attachment: MPR S-4 Boulevard Central District Sanitary Sewer Improvements (RES-2024-267 : Boulevard Central District Sanitary Sewer

24-inch force main will be constructed from the pump station at Rensch Road to the Peanut Line interceptor. Also included is the 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.

The proposed project described herein will be constructed during 2024-2026 at a cost not to exceed $42,000,000. A New York State Empire State Development grant of $31,000,000.00 has been obtained and will be allocated entirely towards design and construction of the project, with the remaining costs to be an $11,000,000.00 contribution by the Town of Amherst. The Town may have to issue bond anticipation notes in an amount not to exceed $10,000,000 to provide cash flow for the project. Such notes will be redeemed upon receipt of the grant and will not be part of the project's long-term financing.

FINANCIAL/TAXATION SUMMARY:

Financial Summary

Engineering Design	$2,945,000.00
Construction	$39,000,000.00
Legal & Administration	$55,000.00
Total Cost	$42,000,000.00
Empire State Development Grant Funds	($31,000,000.00)
Long-Term Project Financing	$11,000,000.00[1]
Additional Short-Term Project Financing for Cash flow	*$10,000,000.00*[2]
Total amount authorized to be bonded	$21,000,000.00

[1] Town's portion of the project
[2] If necessary. To be reimbursed with grant proceeds

Proceeds from Boulevard Central District Mitigation Fees may be used to assist in payment of debt.

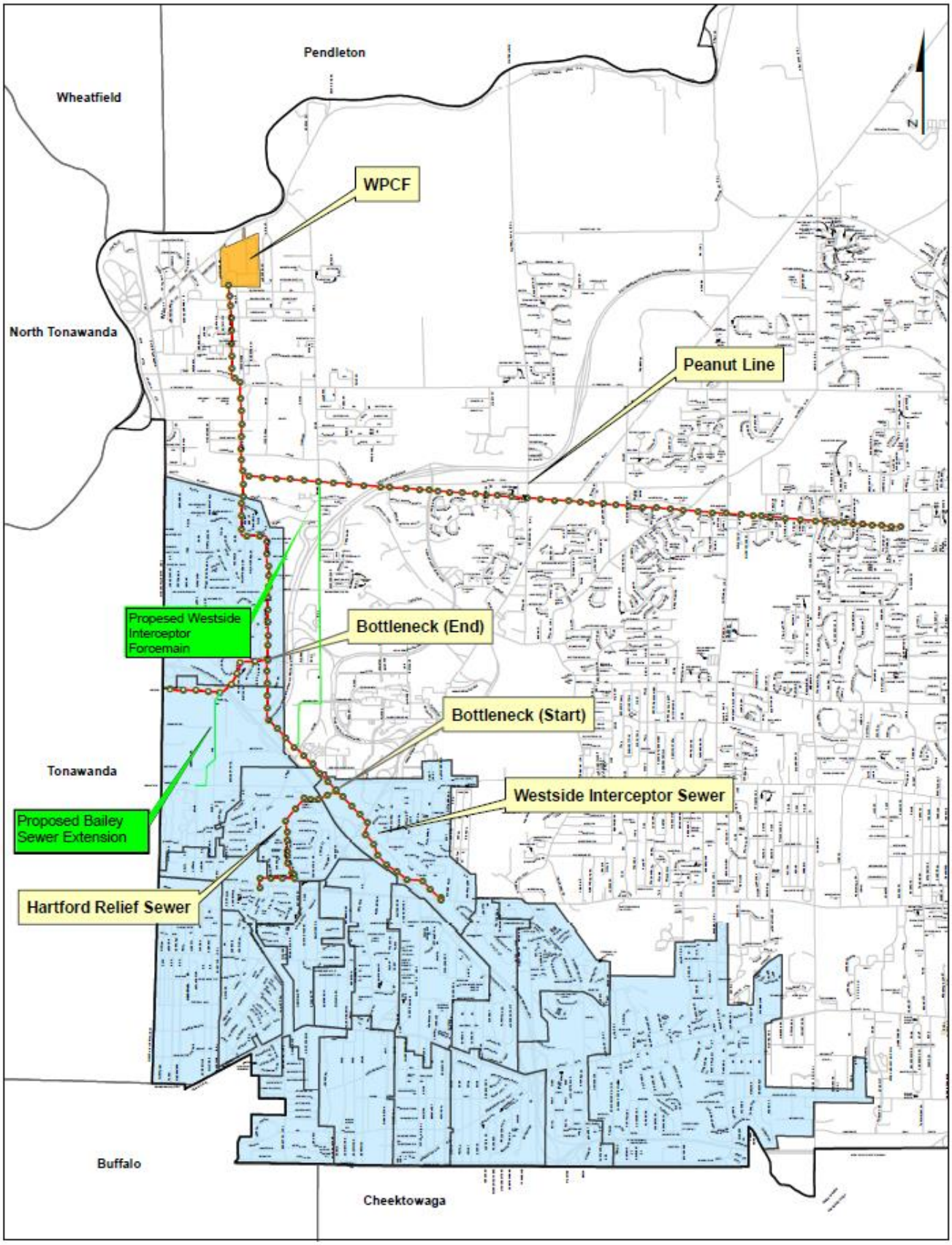
Taxation Summary:

Long-Term Bond Request	$11,000,000.00 (Sewer District)
Bond Term	30 Years
Annual Tax Impacts	$0.0314 per $1,000 AV at 100% equalization
Typical Property Impacts	$9.4086 per $300,000 AV at 100% equalization
*Short-Term Bond Request**	*$10,000,000.00 (Sewer District)*
Bond Term	*2-3 Years*
Annual Tax Impacts	*$0.0197 per $1,000 AV at 100% equalization*
Typical Property Impacts	*$5.9161 per $300,000 AV at 100% equalization*

**Short-term borrowing is not anticipated until 2025. The least amount necessary for cash flow will be borrowed. Principal will be reimbursed through grant funds; only interest is considered in the taxation summary.*

Attachment: MPR S-4 Boulevard Central District Sanitary Sewer Improvements (RES-2024-267 : Boulevard Central District Sanitary Sewer

APPENDIX A



Attachment: MPR S-4 Boulevard Central District Sanitary Sewer Improvements (RES-2024-267 : Boulevard Central District Sanitary Sewer

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

DRAFT SEQR
NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Town Board

Project: West Side Interceptor
Pump Station /Forcemain
2024 - 2029 C.I.P.
Project S-4

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: West Side Interceptor Lift Station /Forcemain

SEQR Status: Unlisted action

Description of Action:

Construction of a new 15 MGD sanitary pump station with a connection to the existing West Side Interceptor sanitary sewer. The pump station will be located within an existing right of way area near Rensch Road. 11,400 linear feet of 24-inch sanitary force main will be constructed from the pump station at Rensch Road within existing road right of ways along Rensch Road and Sweet Home Road to the Town's Peanut Line sanitary sewer interceptor.

Location: Southern terminus of Rensch Road to Sweet Home Road, continuing northerly to Ellicott Creek, Town of Amherst, Erie County, New York

Petitioner: Town of Amherst , c/o Amherst Engineering Department

Attachment: MPR S-4 Boulevard Central District Sanitary Sewer Improvements (RES-2024-267 : Boulevard Central District Sanitary Sewer

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Map, Plan and Report, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed project 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 proposed pump station provides for carbon air filtration to mitigate for potential odor releases during operation. The project area does contain floodplain, wetland areas and a protected stream (Ellicott Creek). The project will be contained to the developed road right of ways. Any work within 50 feet of Ellicott Creek to construct a pipe Bridge will be done with a protection of waters permit issued by NYSDEC. All protective measures will be employed during construction to minimize soil erosion and sedimentation consistent with the NYSDEC requirements.

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3. The project is not expected to create any material conflict with the Town Comprehensive Plan or the regulations of the Town Zoning Ordinance. The project is consistent with Section 7.2 of the Comprehensive Plan, which has an objective of maintaining and upgrading existing sanitary sewer infrastructure and elimination sanitary sewer overflows, which the project will achieve by providing necessary sanitary downstream sewer capacity in the west side of Town during wet weather conditions.

4. The project is within an area identified by the State as potentially containing significant cultural or archeological resources, however the project will occur within previously disturbed areas currently improved with roadways. The project will be done in coordination with NYSOPRHP before any areas which were not previously disturbed are impacted.

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Attachment: MPR S-4 Boulevard Central District Sanitary Sewer Improvements (RES-2024-267 : Boulevard Central District Sanitary Sewer

Town of Amherst Planning Department and the project does not conflict with the LWRP policy standards.

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8. The proposed project will not cause a change in land use. The project will however, meet future upstream capacity needs of anticipated development within the Town's Boulevard Central District opportunity zone.

9. The project will not increase the number of people using the site over its current level of use as a road right of way.

10. The project will not create a material demand for other actions resulting in a negative impact or consequence.

_____ _____
Signature & title of preparer date

_____ _____
Brian J. Kulpa, Supervisor date

DU/ac
X:\Special_Projects\SEQR_Engineering & Other TOA\Type_I_Unlisted__Other_Actions (PJ-2015-001A)\Neg Dec_ Evergreen Landing Street Lighting_020722_H16.docx
cc: Amherst Engineering Department
ECDEP
NYSDEC

Attachment: MPR S-4 Boulevard Central District Sanitary Sewer Improvements (RES-2024-267 : Boulevard Central District Sanitary Sewer

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

Transmitted electronically

MEMORANDUM March 11, 2024

TO: Vaishali Reberholt, P.E., Assistant Municipal Engineer
Engineering Department

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Determination
N. Bailey Sanitary Sewer Extension
2023-2028 C.I.P. Project – Part of S-4

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II action under the provisions of SEQR according to Part 617.5. Therefore, no further environmental work is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\S-4- N Bailey Saniatry Sewer Extension_03_11_2024.docx

cc:
Martin A. Polowy, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: MPR S-4 Boulevard Central District Sanitary Sewer Improvements (RES-2024-267 : Boulevard Central District Sanitary Sewer

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

Transmitted electronically

MEMORANDUM March 11, 2024

TO: Vaishali Reberholt, P.E., Assistant Municipal Engineer
Engineering Department

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Determination
N. Bailey Sanitary Sewer Extension
2023-2028 C.I.P. Project – Part of S-4

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II action under the provisions of SEQR according to Part 617.5. Therefore, no further environmental work is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\S-4- N Bailey Saniatry Sewer Extension_03_11_2024.docx

cc:
Martin A. Polowy, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: SEQR S-4 N Bailey Saniatry Sewer Extension_03_11_2024 (RES-2024-267 : Boulevard Central District Sanitary Sewer

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 28804 **RESOLUTION 2024-268** **ADOPTED**

Lighting District Extension - Miller's Crossing (Order Calling for a Public Hearing)

AGENDA ITEM : MARCH 25TH, 2024

TO: **Town Board**

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

DATE: **March 20, 2024**

RE: **Lighting District Extension - Order Calling For A Public Hearing Miller's Crossing**

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

RESOLVED, the Town Board hereby makes a motion to call for a Public Hearing to be held on April 29, 2024 to explore and consider the extension of the Town's lighting district to include the above subdivision - Miller's Crossing; and

BE IT FURTHER RESOLVED, the Town Board adopts the attached Order Calling Public Hearing.

Attached are the Map Plan and Report which provides further detail on the scope of the project and the subdivision map identifying the parcels (also referenced as Attachment "A" to the Order Calling For A Public Hearing).

Thank you.

MAP:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - March 25, 2024**)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Jessica Boudreau, PE, Project Manager (*w/attachment*)

3/25/2024
Consent

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

At a regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 25th day of March, 2024.

PRESENT:

Hon. Brian J. Kulpa, Supervisor
Shawn Lavin, Deputy Supervisor/Councilman
Jacqualine Berger, Councilwoman
Angela Marinucci, Councilwoman
Michael R. Szukala, Councilman

In the Matter

of the

Miller's Crossing Subdivision Extension to the Consolidated Lighting District in the Town of Amherst in the County of Erie, New York, pursuant to Article 12-A of the Town Law

---

Offered by: _____

Seconded by: _____

ORDER CALLING FOR A PUBLIC HEARING TO BE HELD ON APRIL 29, 2024

WHEREAS, the Town Board of the Town of Amherst, in the County of Erie, New York (the "Town") has caused the Town, to prepare a map, plan and report for the proposed extension of the Consolidated Lighting District, in the Town, pursuant to Article 12-A of the Town of the Town Law, consisting of the installation of approximately 25 LED Street Lights to be installed by the developer, Natale Building Corp. (the "Developer") and turned over to the Town following the completion of the Public Improvement Permit (PIP) process in the Miller's Crossing Subdivision and other work required in connection therewith, including land or rights in land,

Attachment: CertOCPH (RES-2024-268 : Lighting District Extension - Miller's Crossing (Order Calling for a Public Hearing))

original equipment, assemblies, machinery, furnishings, fittings, connections, appurtenances and related site work and other ancillary work, as needed (referred to herein as the "Extension"); and

WHEREAS, the Town Board, as lead agency, has given due consideration to the impact that the extension of the District may have on the environment, and the Town Board and the Town have complied in every respect with all applicable federal, state and local laws and regulations regarding environmental matters, including compliance with the New York State Environmental Quality Review Act (SEQRA), comprising Article 8 of the Environmental Conservation Law and, in connection therewith, the Town Board has determined that the proposed action is a Type II action for SEQRA purposes and will not have a significant effect on the environment and a Negative Declaration has been issued; and

WHEREAS, the proposed Extension is bounded and described as set forth in Attachment A hereto and as on file with the office of the Town Clerk; and

WHEREAS, the maximum amount proposed to be expended by the Town for the Extension is the sum of zero dollars ($0.00) as the Developer will pay for the capital cost of the Extension; and

WHEREAS, the annual estimated cost of providing street lighting services within the Extension for a $300,000 Property at 100% Equalization is $122.1633; and

WHEREAS, since there will be no capital cost to the Town for the Extension, no financing will be employed and it is therefore not necessary to obtain the approval of the New York State Comptroller's Office.

Attachment: CertOCPH (RES-2024-268 : Lighting District Extension - Miller's Crossing (Order Calling for a Public Hearing))

NOW, THEREFORE BE IT

ORDERED, that a meeting of the Town Board of the Town be held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 29th day of April, 2024 at 7:00 P.M. o'clock (Prevailing Time) to consider said Extension and to hear all persons interested in the subject thereof concerning the same and for such other action on the part of the Town Board with relation thereto as may be required by law; and be it,

FURTHER ORDERED, that the Town Clerk publish at least once in the "*Amherst Bee,"* hereby designated as the official newspaper of the Town for such publication, and post on the sign board of the Town maintained pursuant to subdivision 6 of Section 30 of the Town Law, the Order Calling A Public Hearing, the first publication thereof and said posting to be not less than ten (10) nor more than twenty (20) days before the date of such public hearing.

DATED: March 25, 2024.

TOWN BOARD OF THE TOWN OF AMHERST

(SEAL)

Attachment: CertOCPH (RES-2024-268 : Lighting District Extension - Miller's Crossing (Order Calling for a Public Hearing))

The adoption of the foregoing Order was duly put to a vote on roll call, which resulted as follows:

Hon. Brian J. Kulpa, Supervisor	Voting _____
Shawn Lavin, Deputy Supervisor/Councilman	Voting _____
Jacqualine Berger, Councilwoman	Voting _____
Angela Marinucci, Councilwoman	Voting _____
Michael R. Szukala, Councilman	Voting _____

The Order was declared adopted.

* * * * *

Attachment: CertOCPH (RES-2024-268 : Lighting District Extension - Miller's Crossing (Order Calling for a Public Hearing))

ATTACHMENT A

Attachment: CertOCPH (RES-2024-268 : Lighting District Extension - Miller's Crossing (Order Calling for a Public Hearing))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, DO HEREBY CERTIFY that I have compared the preceding Order Calling for a Public Hearing with the original thereof filed in the office of the Town Clerk on the 25th day of March, 2024, and that the same is a true and correct copy of said original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town on this _____ day of March, 2024.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertOCPH (RES-2024-268 : Lighting District Extension - Miller's Crossing (Order Calling for a Public Hearing))

NOTE: UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF SECTION 7209 PROVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

NORTH

LOT 53, TOWNSHIP 13, RANGE 7 / LOT 53, TOWNSHIP 12, RANGE 7

709.33' N00°12'55"W 419.89' 170.06'

497.04' D.M. N89°54'47"E EX. DITCH

476.41' N89°56'05"W 494.56'

N00°02'39"W 9 CHS. 43 LKS. ~ 622.38' DEED 518.52' MEAS.

290.00' D.M. S32°38'40"E 322.72'

1520.56' N00°37'21"W 794.43' / N00°37'21"W 553.54'

1729.08' N88°43'15"W

1237.75' S00°38'05"E

MILLERSPORT HIGHWAY (S.H. 1949) 552.12' / 442.97' S37°53'20"W 168.15'

GREENGAGE CIRCLE (50.0' WIDE)

WESTGATE SUBDIVISION PART II MAP COVER 260

BROCKMOORE DRIVE (50.0' WIDE)

WESTGATE SUBDIVISION PART I MAP COVER 2339

RIVER OAK LANE (50.0' WIDE)

STREAMSONG COURT

GRAY BIRCH CT.

SNOWBERRY (50.0' WIDE) LANE

AUTUMN MEADOWS (70.0' WIDE) LANE

AUTUMN MEADOWS LANE

EXCEPTION AREA 1

NEW (66.0' WIDE) ROAD

OLD OAK POST ROAD

AUTUMN MEADOWS SUBDIVISION

SOUTH LINE MAP COVER 2753

CONSERVATION AREA

FEDERAL JURISDICTIONAL WETLANDS

NYSDEC WETLANDS

STORM DRAINAGE AREA

PRIVATE DRAINAGE EASEMENT

15' WIDE PRIVATE DRAINAGE AREA

8" WATERLINE

8" SANITARY SEWER EASEMENT TO TOWN OF AMHERST

15.0' WIDE PUBLIC UTILITY EASEMENT TO TOWN OF AMHERST

EXISTING 8" WATERLINE

EXISTING SANITARY SEWER

EX. 8" SANITARY SEWER

EX. 8" SAN. SEWER

620.46' S00°43'28"E

250.70' S00°43'26"W

49.72' S00°43'26"W

200.00' S88°46'10"E

49.49' N00°43'26"E

135.01' S88°44'10"E

NOW OR FORMERLY RICHARD JACOBS TRUST

NOW OR FORMERLY ALTADONNA CHRISTIANO 11224/3124

NOW OR FORMERLY VITO D CHRISTIANO 11224/3127

NOW OR FORMERLY RICHARD A. JACOBS & LYNN G. JACOBS L-11101, P-447

NOW OR FORMERLY TOWN OF AMHERST

NOW OR FORMERLY MICHAEL F. SEAN FRANK 11331/7589

NOW OR FORMERLY ROBERT A. JACOBS 10220/2307

NOW OR FORMERLY 11224/3319

NOW OR FORMERLY KENNETH J. GRIMM 11226/2035

NOW OR FORMERLY AMHERST ALLIANCE CHURCH SEC. 12001/6580

NOW OR FORMERLY ANTHONY A. MANNA 11198/7001

NOW OR FORMERLY KENNETH J. COUGHS 11198/7404

NOW OR FORMERLY ROBERT A. BOSCH 11198/7855

NOW OR FORMERLY CHRISTOPHER ROSS & DONALD E. ROSS JR. 11198/7922

NOW OR FORMERLY SALVATORE A. FAVARONE 11222/2577

NOW OR FORMERLY MICHAEL P. JAUSER & CORINNA KEMANN 11260/7184

NOW OR FORMERLY KENNETH J. LOMBARDO 11198/2329

NOW OR FORMERLY ANTHONY & MARIA BRUNO 11181/2307

NOW OR FORMERLY ANTHONY & MARIA BRUNO 11181/2307

NOW OR FORMERLY MICHAEL W. LINDMAN & THOMAS KULIKOWSKI 11226/4200

NOW OR FORMERLY AUTUMN MEADOWS 11226/4954

NOW OR FORMERLY JEFFREY A. CRESCH & DEBORAH L. COHEN 11276/2-2098

NOW OR FORMERLY JAMES A. & CHRISTINE M. SKORSKI 11117/7158

NOW OR FORMERLY ANTHONY & MARIA BRUNO 11181/2307

NOW OR FORMERLY ANTHONY & MARIA BRUNO 11181/2307

NOW OR FORMERLY MARTIN J. & MARY ELLEN BUROK 11317/9868

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)

1 inch = 100 ft.

a) That the proposed facilities for water supply and sewage collection and/or treatment shall be installed in conformity with said plans.
b) That no lot of remaining land shall be subdivided without plans for such resubdivision being submitted to and approved by the Erie County Department of Health (ECDOH).
c) That the developer shall furnish each purchaser of a lot on which water supply and/or sewage treatment facilities were installed with a reproduction of the approved plans and an accurate as-built plan depicting all installed sanitary facilities.
d) That the developer shall furnish each purchaser of a lot on which there was no water supply and/or sewage treatment facilities installed with a reproduction of the approved plans and shall notify the purchaser of the necessity of installing such facilities in accordance with the approved plans.
e) That the sanitary facilities (i.e., individual water wells and sewage treatment systems) on these lots shall be inspected for compliance with the approved plans at the time of construction by a P.E, R.A., or exempt L.L.S. and written certification to that effect shall be submitted to the ECDOH and the Town of Amherst Building Code Enforcement Officer within 90 days and prior to occupancy.
f) That individual wells and sewage treatment systems shall no longer be constructed or used for household domestic purposes when public facilities become available. Connection to the public sewerage system is required within one year of the system(s) becoming available.
g) That plan approval is limited to 5 years and shall expire on December 23, 2025. Time extensions for plan approval may be granted by the ECDOH based upon development facts and the realty subdivision regulations in effect at that time. A new plan submission may be required to obtain a time extension.
h) That the approved plans must be filed with the Erie County Clerk prior to offering lots for sale within 90 days of the date of approval.

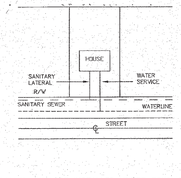
STATE OF NEW YORK * JOHN C. TOMANI * 090151 * LICENSED PROFESSIONAL ENGINEER

ERIE COUNTY DEPARTMENT OF HEALTH
Division of Environmental Health Services Buffalo, NY
This is to certify that the proposed arrangements for water supply and sewage disposal for
SUBD. Miller's Crossing Subdivision
Subdivision in the (T) of Amherst, Erie County
were approved on December 23, 2020
This approval is valid only if all construction conforms with all applicable State, County and local regulations.

John C. Tomani
John C. Tomani, PE Senior Public Health Engineer
Permit # IRUL-BWCMLT

RESERVED FOR ERIE COUNTY DEPARTMENT OF FINANCE

SANITARY SEWER FACILITIES, EXISTING AND PROPOSED, AND WATER SUPPLY FACILITIES, EXISTING AND PROPOSED, SHOWN ON THIS SUBDIVISION MAP ARE FOR THE PURPOSE OF COMPLIANCE WITH NEW YORK STATE HEALTH SUBDIVISION LAW. GPI ENGINEERING, LANDSCAPE ARCHITECTURE AND SURVEYING, LLP ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF SANITARY SEWER AND WATER FACILITIES SHOWN ON THIS MAP OR FOR THE APPROVAL, CONSTRUCTION OR ACCEPTANCE BY APPROPRIATE GOVERNMENT AGENCIES OF SAID FACILITIES.



NOTES:

ALL IMPROVEMENTS WILL BE INSTALLED UNDER TOWN PERMITS WITH ALL PLANS CONSISTENT WITH PRELIMINARY PLAT.

PUBLIC DRAINAGE EASEMENTS SHALL BE GRANTED TO THE TOWN OF AMHERST TO PROVIDE ACCESS TO STORM WATER FACILITIES. THESE EASEMENTS SHALL REMAIN FREE OF OBSTRUCTIONS.

PRIVATE DRAINAGE EASEMENTS SET FORTH ON THE SUBDIVISION MAP ARE FOR THE BENEFIT OF THE OWNERS OF PROPERTY WITHIN THE SUBDIVISION AND THE BENEFIT DERIVED FROM THESE EASEMENTS IS FOR THE PROPERTY ONLY AND THE TOWN OF AMHERST ASSUMES NO RESPONSIBILITY FOR THE MAINTENANCE THEREOF.

A MONUMENT TO BE SET

SEE SURVEY PREPARED BY GPI ENGINEERING, LANDSCAPE ARCHITECTURE & SURVEYING, LLP JOB NO. 2016127 DATED: MARCH 3, 2017

SUBDIVISION AREA: 56.30± Acres
EXCLUDING EXCEPTION

OWNERS CONSENT FOR FILING :

OWNER DATE 12-1-2020

APPROVED BY THE TOWN OF AMHERST PLANNING BOARD, ERIE COUNTY, NEW YORK :

CHAIRMAN DATE 1/28/21

FILED IN THE ERIE COUNTY CLERK'S OFFICE UNDER MAP COVER: 3828 DATE: 2/8/21

LOT AREAS

LOT 1	15,168 ± Sq. Ft.	LOT 29	13,649 ± Sq. Ft.	LOT 57	9,953 ± Sq. Ft.
LOT 2	12,800 ± Sq. Ft.	LOT 30	9,525 ± Sq. Ft.	LOT 58	9,952 ± Sq. Ft.
LOT 3	12,800 ± Sq. Ft.	LOT 31	8,970 ± Sq. Ft.	LOT 59	9,951 ± Sq. Ft.
LOT 4	12,800 ± Sq. Ft.	LOT 32	8,970 ± Sq. Ft.	LOT 60	9,950 ± Sq. Ft.
LOT 5	17,017 ± Sq. Ft.	LOT 33	8,970 ± Sq. Ft.	LOT 61	12,792 ± Sq. Ft.
LOT 6	10,307 ± Sq. Ft.	LOT 34	8,970 ± Sq. Ft.	LOT 62	59,585 ± Sq. Ft.
LOT 7	13,493 ± Sq. Ft.	LOT 35	19,320 ± Sq. Ft.	LOT 63	264,767 ± Sq. Ft.
LOT 8	14,582 ± Sq. Ft.	LOT 36	28,646 ± Sq. Ft.	LOT 64	94,934 ± Sq. Ft.
LOT 9	10,945 ± Sq. Ft.	LOT 37	63,192 ± Sq. Ft.	LOT 65	25,826 ± Sq. Ft.
LOT 10	10,963 ± Sq. Ft.	LOT 38	49,244 ± Sq. Ft.	LOT 66	10,500 ± Sq. Ft.
LOT 11	11,553 ± Sq. Ft.	LOT 39	14,458 ± Sq. Ft.	LOT 67	10,500 ± Sq. Ft.
LOT 12	12,765 ± Sq. Ft.	LOT 40	14,875 ± Sq. Ft.	LOT 68	10,500 ± Sq. Ft.
LOT 13	14,306 ± Sq. Ft.	LOT 41	14,523 ± Sq. Ft.	LOT 69	10,500 ± Sq. Ft.
LOT 14	11,274 ± Sq. Ft.	LOT 42	11,415 ± Sq. Ft.	LOT 70	14,132 ± Sq. Ft.
LOT 15	18,339 ± Sq. Ft.	LOT 43	35,075 ± Sq. Ft.	LOT 71	13,273 ± Sq. Ft.
LOT 16	14,956 ± Sq. Ft.	LOT 44	172,971 ± Sq. Ft.	LOT 72	20,336 ± Sq. Ft.
LOT 17	13,288 ± Sq. Ft.	LOT 45	25,642 ± Sq. Ft.	LOT 73	24,725 ± Sq. Ft.
LOT 18	8,450 ± Sq. Ft.	LOT 46	17,270 ± Sq. Ft.	LOT 74	32,058 ± Sq. Ft.
LOT 19	8,450 ± Sq. Ft.	LOT 47	13,662 ± Sq. Ft.	LOT 75	19,460 ± Sq. Ft.
LOT 20	8,450 ± Sq. Ft.	LOT 48	16,449 ± Sq. Ft.	LOT 76	19,471 ± Sq. Ft.
LOT 21	8,450 ± Sq. Ft.	LOT 49	69,112 ± Sq. Ft.	LOT 77	15,727 ± Sq. Ft.
LOT 22	8,450 ± Sq. Ft.	LOT 50	90,061 ± Sq. Ft.	LOT 78	9,755 ± Sq. Ft.
LOT 23	8,450 ± Sq. Ft.	LOT 51	165,396 ± Sq. Ft.	LOT 79	9,761 ± Sq. Ft.
LOT 24	8,450 ± Sq. Ft.	LOT 52	61,550 ± Sq. Ft.	LOT 80	12,257 ± Sq. Ft.
LOT 25	13,290 ± Sq. Ft.	LOT 53	26,608 ± Sq. Ft.	LOT 81	13,477 ± Sq. Ft.
LOT 26	12,636 ± Sq. Ft.	LOT 54	19,791 ± Sq. Ft.	LOT 82	13,477 ± Sq. Ft.
LOT 27	20,061 ± Sq. Ft.	LOT 55	25,364 ± Sq. Ft.	LOT 83	13,468 ± Sq. Ft.
LOT 28	25,041 ± Sq. Ft.	LOT 56	68,170 ± Sq. Ft.	LOT 84	15,568 ± Sq. Ft.
				LOT 85	12,863 ± Sq. Ft.

MARK J. ANDREWS, L.S.

STATE OF NEW YORK * MARK J. ANDREWS * 050455 * LICENSED LAND SURVEYOR

NOTE: UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF SECTION 7209 PROVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

SUBDIVISION MAP OF

MILLER'S CROSSING

BEING PART OF LOT 53, TOWNSHIP 13, RANGE 7
BEING PART OF LOT 53 TOWNSHIP 12, RANGE 7
HOLLAND LAND SURVEY
TOWN OF AMHERST, ERIE COUNTY, NEW YORK

GPI ENGINEERING, LANDSCAPE ARCHITECTURE & SURVEYING, LLP
ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE
4820 SENECA STREET, SUITE 300
BUFFALO, NEW YORK 14225
(716) 633-4646 FAX 633-4949

Job No. 2016127 Date: NOVEMBER 3, 2020

SUB-2020-00022

Attachment: Millers Crossing_Final Plat_Lighting District Extension_3-8-2024 (RES-2024-268 : Lighting District Extension - Miller's Crossing (Order Calling for a Public Hearing))

Town of Amherst, New York
Lighting District Extension
Map, Plan & Report

Miller's Crossing Subdivision
March 2024

Lighting to be installed by the developer, Natale Building Corp. and turned over to the Town of Amherst following the completion of the Public Improvement Permit (PIP) process.

Estimated number of streetlights:	25
Estimated number of parcels in district expansion:	55
Estimated Tax Implication at 62% equalization:	$0.656792 per $1000 AV (2024 Rate)
Estimated Tax Implication at 100% equalization:	$0.407211 per $1000 AV

Estimated Annual Cost for a $300,000 Property at 100% Equalization: $122.1633

See attached subdivision map for detailed parcel information.

Attachment: Miller's Crossing Streetlight MPR - March 2024 (RES-2024-268 : Lighting District Extension - Miller's Crossing (Order Calling for a

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 28806 **RESOLUTION 2024-269** **ADOPTED**

Lighting District Extension - Harding Road (Order Calling for a Public Hearing)

AGENDA ITEM : MARCH 25TH, 2024

TO: **Town Board**

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

DATE: **March 18, 2024**

RE: **Lighting District Extension - Order Calling For A Public Hearing - Harding Road**

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

RESOLVED, the Town Board hereby makes a motion to call for a Public Hearing to be held on April 29, 2024 to explore and consider the extension of the Town's lighting district to include the above subdivision - Harding Road; and

BE IT FURTHER RESOLVED, the Town Board adopts the attached Order Calling Public Hearing.

Attached are the Map Plan and Report which provides further detail on the scope of the project and the subdivision map identifying the parcels (also referenced as Attachment "A" to the Order Calling For A Public Hearing).

Thank you.

MAP:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - March 25, 2024**)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Jessica Boudreau, PE, Project Manager (*w/attachment*)

3/25/2024
Consent

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

At a regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 25th day of March, 2024.

PRESENT:

Hon. Brian J. Kulpa, Supervisor
Shawn Lavin, Deputy Supervisor/Councilman
Jacqualine Berger, Councilwoman
Angela Marinucci, Councilwoman
Michael R. Szukala, Councilman

In the Matter

of the

Harding Road Subdivision Extension to the Consolidated Lighting District in the Town of Amherst in the County of Erie, New York, pursuant to Article 12-A of the Town Law

---

Offered by: _____

Seconded by: _____

ORDER CALLING FOR A PUBLIC HEARING TO BE HELD ON APRIL 29, 2024

WHEREAS, the Town Board of the Town of Amherst, in the County of Erie, New York (the "Town") has caused the Town, to prepare a map, plan and report for the proposed extension of the Consolidated Lighting District, in the Town, pursuant to Article 12-of the Town Law, consisting of the installation of approximately 5 LED Street Lights to be installed by the developer, Harding Road LLC (the "Developer") and turned over to the Town following the completion of the Public Improvement Permit (PIP) process in the Harding Road Subdivision and

Attachment: CertOCPH (RES-2024-269 : Lighting District Extension - Harding Road (Order Calling for a Public Hearing))

other work required in connection therewith, including land or rights in land, original equipment, assemblies, machinery, furnishings, fittings, connections, appurtenances and related site work and other ancillary work, as needed (referred to herein as the "Extension"); and

WHEREAS, the Town Board, as lead agency, has given due consideration to the impact that the extension of the District may have on the environment, and the Town Board and the Town have complied in every respect with all applicable federal, state and local laws and regulations regarding environmental matters, including compliance with the New York State Environmental Quality Review Act (SEQRA), comprising Article 8 of the Environmental Conservation Law and, in connection therewith, the Town Board has determined that the proposed action is a Type II action for SEQRA purposes and will not have a significant effect on the environment and a Negative Declaration has been issued; and

WHEREAS, the proposed Extension is bounded and described as set forth in Attachment A hereto and as on file with the office of the Town Clerk; and

WHEREAS, the maximum amount proposed to be expended by the Town for the Extension is the sum of zero dollars ($0.00) as the Developer will pay for the capital cost of the Extension; and

WHEREAS, the annual estimated cost of providing street lighting services within the Extension for a $300,000 Property at 100% Equalization is $122.1633; and

WHEREAS, since there will be no capital cost to the Town for the Extension, no financing will be employed and it is therefore not necessary to obtain the approval of the New York State Comptroller's Office.

Attachment: CertOCPH (RES-2024-269 : Lighting District Extension - Harding Road (Order Calling for a Public Hearing))

NOW, THEREFORE BE IT

ORDERED, that a meeting of the Town Board of the Town be held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 29th day of April, 2024 at 7:00 P.M. o'clock (Prevailing Time) to consider said Extension and to hear all persons interested in the subject thereof concerning the same and for such other action on the part of the Town Board with relation thereto as may be required by law; and be it,

FURTHER ORDERED, that the Town Clerk publish at least once in the "*Amherst Bee,"* hereby designated as the official newspaper of the Town for such publication, and post on the sign board of the Town maintained pursuant to subdivision 6 of Section 30 of the Town Law, the Order Calling A Public Hearing, the first publication thereof and said posting to be not less than ten (10) nor more than twenty (20) days before the date of such public hearing.

DATED: March 25, 2024.

TOWN BOARD OF THE TOWN OF AMHERST

(SEAL)

Attachment: CertOCPH (RES-2024-269 : Lighting District Extension - Harding Road (Order Calling for a Public Hearing))

The adoption of the foregoing Order was duly put to a vote on roll call, which resulted as follows:

Hon. Brian J. Kulpa, Supervisor Voting_____

Shawn Lavin, Deputy Supervisor/Councilman Voting_____

Jacqualine Berger, Councilwoman Voting_____

Angela Marinucci, Councilwoman Voting_____

Michael R. Szukala, Councilman Voting_____

The Order was declared adopted.

* * * * *

Attachment: CertOCPH (RES-2024-269 : Lighting District Extension - Harding Road (Order Calling for a Public Hearing))

Attachment A

Attachment: CertOCPH (RES-2024-269 : Lighting District Extension - Harding Road (Order Calling for a Public Hearing))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, DO HEREBY CERTIFY that I have compared the preceding Order Calling for a Public Hearing with the original thereof filed in the office of the Town Clerk on the 25th day of March, 2024, and that the same is a true and correct copy of said original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town on this _____ day of March, 2024.

(SEAL)

_____

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertOCPH (RES-2024-269 : Lighting District Extension - Harding Road (Order Calling for a Public Hearing))

SUBDIVISION OF LITTLE WILLIAMSVILLE FARMS, INC.
REFERENCE MAP FILED IN E.C.C.O.
UNDER MAP COVER NO. 1525

(FORMERLY LINCOLN AVE.)

(60.0' WIDE)

LOT–46

LOT–45

(60.0' WIDE)

60'± MAP

REPUTED OWNER
MIA I. BANASZAK
L–11277, P–7220

REPUTED OWNER
MATTHEW W. & JASMINE J. LARSON
L–11378, P–8218

LANDS ACQUIRED BY THE PEOPLE OF THE STATE OF NEW YORK FOR TRANSIT, PART 4, S.H. 1334 A–1 MAP NO. 203, PARCEL NO. 231

92'± MAP

92'± MAP

REPUTED OWNER
GOVERNORS LLC
L–11137, P–6280

SOUTH LINE ABRAHAM SIDER, ET UX L–2268, P–123 (DEED)

276.55' MEAS.

141.54'

135.01'

60'± MAP

89°–21'–13" M.
88°–54' D.

10.01'

91°–25'–44"

337.28' DEED = 336.55' MEAS.

90°–30'–35"

52.80'

51.37'

50.00'

LOT–8
7,389± SQ. FT.

LOT–1
6,821± SQ. FT.

PROPOSED
10' WIDE SANITARY
SEWER EASEMENT
TO THE TOWN OF AMHERST

10'

90°–03'–59"

90°–04'–13"

142.23'

134.18'

ROAD

HARDING

AVENUE

McKINLEY

50.00'

N.F.V.

LOT–7
7,129± SQ. FT.

LOT–2
6,689± SQ. FT.

50.01'

230.18'

50.00'

90°–03'–59"

90°–04'–13"

243.01'± DEED
200.50' MEAS.

142.92'

133.38'

205'± MAP = 205.15' MEAS.

3" GAS

REPUTED OWNER
HARDING ROAD LLC
L–11393, P–3392

LOT–6
7,163± SQ. FT.

LOT–3
6,649± SQ. FT.

50.00'

50.01'

50.00'

90°–03'–59"

90°–04'–13"

143.60'

132.58'

LANDS ACQUIRED BY THE PEOPLE OF THE STATE OF NEW YORK FOR TRANSIT, PART 4, S.H. 1334 A–1, MAP NO. 202, PARCEL NO. 230 L–11116, P–7706

236.56'± DEED

WEST LINE GORDON M. ROYLE
L–3837, P–428 & L– 3377, P–292
& WEST LINE ABRAHAM SIDER, ET UX
L–3166, P–165 & L–3031, P–221 (DEED)

187'± MAP

51'± MAP

47.70'

55.15

LOT–5
10,863± SQ. FT.

LOT–4
10,122± SQ. FT.

78.65'

133°–56'–19"

140°–11'–00"

42'± MAP

45'± MAP=
45.28' MEAS.

135°–54'–22"

130°–06'–37"

30.17' MAP=
30.05' MEAS.

112.07'

112.07'

224.14' MAP & MEAS.
335.02'± DEED = 335'± MAP

S.E. CORNER
GORDON M. ROYLE
L–3837, P–428

308.02'± DEED

NORTH LINE SHADOW ROAD

PARALLEL WITH SOUTH LINE LOT–83 (DEED)

LANDS ACQUIRED BY THE PEOPLE OF THE STATE OF NEW YORK FOR TRANSIT, PART 4, S.H. 1334 A–1, MAP NO. 202, PARCEL NO. 230
L–11116, P–7706

HARDING ROAD
(FORMERLY SHADOW ROAD)

(60.0' WIDE)
(FORMERLY STILES COURT)

(FORMERLY STILES COURT)
(50.0' WIDE) (ABANDONED)
L–10151, P–33

NOW OR FORMERLY
PROTOCOL RESTAURANT, INC.
L–7801, P–425
L–8447, P–125
L–10151, P–33

REPUTED OWNER
ROBERT & CAROL KERN
FAMILY TRUST
L–11384, P–3974

REPUTED OWNER
DENISE M. KIRWAN
L–10975, P–4311

LEGEND

G — GAS
SA — PROPOSED SANITARY SEWER
W — PROPOSED WATER

NOTES

1) SBL – TOWN OF AMHERST TAX MAP NO. 82.09–6–20

OWNER'S CONSENT FOR FILING

_____ DATE: 5/24/23

APPROVED BY TOWN OF AMHERST TOWN BOARD
ERIE COUNTY, NEW YORK

_____ DATE: 5/25/23
PLANNING BOARD CHAIRMAN

_____ DATE: _____
SENIOR CLERK PLANNING & BUILDING

FILED IN THE ERIE COUNTY CLERK'S OFFICE UNDER
MAP COVER NO. 3935/1 DATE: 9/26/23
INST. NO. _____

PURSUANT TO CHAPTER 605 OF THE LAWS OF 1985 I HEREBY CERTIFY THAT THIS SUBDIVISION MAP WAS PREPARED UNDER MY DIRECTION AND THE OUTBOUNDS SURVEY OF THE PREMISES CONTAINED WITHIN SAID SUBDIVISION WAS PREPARED UNDER MY DIRECTION AND IS SHOWN ON OUR MAP DATED DECEMBER 21, 2021 AND IDENTIFIED AS JOB NO. 9927–A.

JOHN E. McINTOSH, III L.S. NO. 49928

STATE OF NEW YORK · JOHN E. MC INTOSH · No. 049928 · LICENSED LAND SURVEYOR

PLAT OF
HARDING ROAD SUBDIVISI(

MAP OF PART OF LOT–83, TWP.–11, R.–7, HOLLAND P
TOWN OF AMHERST, ERIE COUNTY, NEW YORK

PREPARED BY
McINTOSH & McINTOSH, P.C.
CONSULTING ENGINEERS, LAND SURVEYORS, PLANN
429 PINE STREET, LOCKPORT, NY 14094
LOCKPORT, NEW YORK PHONE 434–9138
BUFFALO, NEW YORK PHONE 625–8360

JOB NO.: 9927–SUB SCALE: 1"= 20' DATE: FEBRUA

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ALL RIGHTS RESERVED

NOTE: UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY IS A VIOLATION OF SECTION 7209, PROVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

Attachment: Harding Road_SUB-2022-01FP - Map Cover 3935_Lighting District Extension (RES-2024-269 : Lighting District Extension - Harding Road (Order Calling for a Public Hearing))

Town of Amherst, New York
Lighting District Extension
Map, Plan & Report

Harding Road Subdivision
March 2024

Lighting to be installed by the developer, Harding Road LLC and turned over to the Town of Amherst following the completion of the Public Improvement Permit (PIP) process.

Estimated number of streetlights:	5
Estimated number of parcels in district expansion:	8
Estimated Tax Implication at 62% equalization:	$0.656792 per $1000 AV (2024 Rate)
Estimated Tax Implication at 100% equalization:	$0.407211 per $1000 AV

Estimated Annual Cost for a $300,000 Property at 100% Equalization: $122.1633

See attached subdivision map for detailed parcel information.

Attachment: Harding Road Streetlight MPR - March 2024 (RES-2024-269 : Lighting District Extension - Harding Road (Order Calling for a Public

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 28820 **RESOLUTION 2024-270** **ADOPTED**

PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659)

AGENDA ITEM - MARCH 25th, 2024

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Senior Deputy Town Attorney**

DATE: **March 20, 2024**

RE: **PILOT Agreement:**
Amherst Senior Apartments LP and the Town of Amherst, et al.
(CRS #4659)

The above PILOT was previously approved on January 22, 2024 (**CRS #4539**) and was then executed by the Town Supervisor, Town Assessor and Senior Deputy Town Attorney but was not finalized with the remaining signatures. Due to the inability to obtain title as detailed in the original agreement, the PILOT needed to be revised and thus requires re-approval by the Town Board. CRS #4539 will be withdrawn from the system.

Therefore, kindly adopt the following resolution with respect to the above matter:

WHEREAS, Amherst Senior Apartments LP has requested that the Town Board approve the attached PILOT Agreement with a term of fifteen (15) years for the Property; and

WHEREAS, the content and form of the proposed PILOT Agreement have been reviewed and approved by the Town Assessor's Office and the Town Attorney's Office; and

WHEREAS, the PILOT Agreement must still be approved by Erie County and the Williamsville Central School District;

NOW THEREFORE BE IT RESOLVED, that approval and execution of the Agreement for the Project be subject to the three (3) conditions set forth below and that the Supervisor of the Town of Amherst, Deputy Town Attorney Samuel A. Alba, Esq., and Emily Murphy, Town Assessor, are hereby authorized to sign the PILOT Agreement between Amherst Senior Apartments LP and the Town of Amherst, Erie County, and the Williamsville Central School District upon satisfaction of the following three (3) conditions:

1. The PILOT Agreement is subject to review and approval by Erie County;

2. The PILOT Agreement is subject to review and approval by the Williamsville

Central School District; and

3. Approval of the PILOT Agreement is subject to successful completion of the Town's contract routing system (CRS).

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment*, **Agenda Item - March 25, 2024**)
Emily Murphy, Town Assessor (*w/attachment*)

3/25/2024
Consent

FINANCIAL IMPACT:

PILOT

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

AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR AMHERST RIDGE SENIOR APARTMENTS AFFORDABLE SENIOR HOUSING PROJECT AT 467 JOHN JAMES AUDUBON PARKWAY

Between AMHERST SENIOR APARTMENTS LP

and

THE TOWN OF AMHERST, ERIE COUNTY & THE WILLIAMSVILLE CENTRAL SCHOOL DISTRICT

Attachment: 4659_original_contract_10496 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659))

AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR AFFORDABLE SENIOR HOUSING PROJECT AT 467 JOHN JAMES AUDUBON PARKWAY

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES made and entered as of the ____ day of _____ 2024 **("the PILOT Agreement" or "Agreement") FOR REAL PROPERTY** by and among the **TOWN OF AMHERST**, a municipal corporation organized and existing under the laws of the State of New York, having its principal office at 5583 Main Street, Williamsville, New York 14221 (the "**Town**"), the **COUNTY OF ERIE,** a municipal corporation organized and existing under the laws of the State of New York, having its principal office c/o Erie County Department of Finance, 95 Franklin Street, Buffalo, New York 14202 (the "**County**"), the **WILLIAMSVILLE CENTRAL SCHOOL DISTRICT**, a school district formed pursuant to Article 37 of the Education Law of the State of New York, having its principal office at 105 Casey Road, East Amherst, NY 14051 ("**School District**"), and **AMHERST SENIOR APARTMENTS LP**, a Nevada limited partnership registered as a New York foreign limited partnership with an address of 795 Ridge Lake Blvd., Ste 300,Memphis, TN 38120 (the "**Taxpayer**" or "**Project Sponsor**").The Town, County, and School District are collectively referred to as the "**Taxing Jurisdictions**." The Taxing Jurisdictions and Project Sponsor are collectively referred to as the "**Parties**."

WHEREAS, the Project Sponsor is the owner and operator of building and land improvements which constitute an affordable senior housing project located at 467 John James Audubon Parkway (SBL to be created_____) in the Town of Amherst consisting of 150 affordable senior apartments and related improvements (the "**Project**") situated on land subject to a ground lease and which land is further described within the attached legal description at Exhibit "1", in the Town of Amherst, County of Erie and State of New York ("**Land**"), and the ground lease attached as Exhibit 1-A, and

WHEREAS, the proposed project provides affordable senior apartments to tenants pursuant to a Housing Assistance Payments Multi-Year Contract entered into between Amherst Senior Housing LLC and the U.S. Department of Housing and Urban Development ("**HUD**") dated January 30, 2023 with an effective date of March 1, 2023 ("**HUD Contract**"); and,

WHEREAS, the monthly rents paid by tenants of the affordable senior apartments at the Project are subject to HUD approval to ensure the monthly rents are affordable and as of March 1 2023 the HUD authorized monthly rents for the apartments at the Project are as follows:

Number of Units	Number of Bedrooms	Contract Rent	Utility Allowance Allowance	Gross Rent
50	1 bedroom	$1,193	$33.00	$1,226
50	1 bedroom	$1,193	$30.00	$1,223
50	2 bedroom	$1,193	$35.00	$1,228

WHEREAS, the development of the Project is of vital public interest to the Town, County and School District; and

Attachment: 4659_original_contract_10496 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659))

WHEREAS, the development of the Project is intended to be for affordable to low income households, and affordability of the property for residential use by low income persons shall remain consistent throughout the duration of the PILOT Agreement; and

WHEREAS, the Project Sponsor will make substantial improvements to the Project including upgrades to the affordable senior apartments, and upgrades to common areas and outside land improvements; and

WHEREAS, the Project Sponsor qualifies for those certain tax exemptions pursuant to Article 11 of the Private Housing Finance Law ("PHFL"); and

WHEREAS, the Project Sponsor is the beneficial fee owner of the Project; and

WHEREAS, the Town, County and School District wish to grant the Taxpayer and the Company such relief as permitted under Article 11 Section 577 of the PHFL.

WHEREAS, it is the intention of the Parties that Project Sponsor make annual payments to the Town, Erie County and the School District for the term of this Agreement in lieu of real property taxes that would otherwise be assessed on the Project; and

WHEREAS, because both Project Sponsor and the Town need an accurate projection of their respective expenses and revenues with respect to the real property and improvements comprising the Project that are taxable under law, the Parties believe that it is in their mutual best interests to enter into this Agreement establishing the payments that will be made with respect to the Project for the term of this Agreement; and

WHEREAS, the Town, by resolution of the Town Board, adopted Resolution No. 2023-____ on _____, 2024 approved this Agreement and authorized this Agreement to be executed on behalf of the Town by the Supervisor; and

WHEREAS, Erie County, by resolution of the Erie County Legislature, adopted a resolution on _____ __, 2024 approved this Agreement and its execution on behalf of the County; and

WHEREAS, the School District, by resolution of the Board of Education, adopted a resolution on _____ ___, 2024 approved this Agreement and its execution on behalf of the School District; and

NOW, THEREFORE, in consideration of the covenants and agreements contained in this PILOT Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. **Tax Exemption**. The parties agree that Project Sponsor qualifies for real property tax exemption for the Project in accordance with the provisions of Article 11 of the PHFL and the

Attachment: 4659_original_contract_10496 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659))

Town hereby exempts from local and municipal taxes, including school taxes, other than assessments for local improvements, one hundred percent (100%) of the value of the Project including only the Project improvements until such time as the Project Sponsor takes fee title to the Land upon which event the Land will be combined with the Project for purposes of this tax exemption provided for under the PILOT Agreement. "**Local and Municipal Taxes**" shall mean any and all real estate taxes levied by the County, the Town, the School District (collectively, the "**Taxing Jurisdictions**"). The Parties understand that this exemption extended pursuant to Article 11 Section 577 of the PHFL and this Agreement does not include exemption from special assessments, special ad valorem levies, improvement district charges or similar tax equivalents. This Agreement shall not limit or restrict the Project Sponsor's right to apply for or obtain any other tax exemption to which it might be entitled upon the expiration of this Agreement.

2. **Obligation of the Project Sponsor to Make Payments in Lieu of Taxes**. So long as the aforementioned exemption remains in place, the Project Sponsor will make annual payments in lieu of taxes ("**PILOT Payments**") to the Taxing Jurisdictions in the amounts set forth in ***Schedule "A"***, as attached hereto and made a part hereof, in satisfaction of all real property taxes. The PILOT Payments shall be required to be made to the Taxing Jurisdictions following the March 1, 2024 tax status date commencing with the 2025 tax fiscal year of the Town, the 2025 tax fiscal year of the County, and the 2024-2025 tax fiscal year of the School District. The Parties agree that no refund of any real property taxes levied upon the Property prior to the 2025 tax fiscal year of the Town, the 2025 tax fiscal year of the County, and the 2024-2025 tax fiscal year of the School District shall be sought or claimed on account of the exemption made effective pursuant to this Agreement.

3. **PILOT Term**. The fiscal years with respect to which payments shall be due under this Agreement (the "**PILOT Term**") shall be fifteen (15) years beginning as of July 1, 2024 and shall continue until December 31, 2039. The PILOT term shall be extended for an additional fifteen (15) year term for the fiscal years beginning as of July 1, 2039 and shall continue until December 31, 2054 if at the time of such future extension the Project Sponsor continues to provide affordable senior housing at the Project as evidenced by a contract with HUD.

4. **Requirements of the Project Sponsor**

a. The tax exemption provided by this Agreement will continue for a term of up to thirty (30) years as provided in Paragraph 3 above, unless sooner terminated by law or mutual agreement upon prior written consent of the Parties, provided that the Project Sponsor continues to operate the Project and the Property for persons of low income in conformance with law and the HUD Contract and in conformance with the requirements of Article 11 of the PHFL.

b. The Project Sponsor will provide the Town such information concerning its operations and the operations of the Project in form and substance as may from time to time be reasonably requested. Such information shall include, but shall not be limited to, general certificates of the Project Sponsor and the annual financial

Attachment: 4659_original_contract_10496 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659))

statements of the Project Sponsor from the calendar year immediately preceding the fiscal year in which payments are due.

c. The Project Sponsor will permit the Comptroller of the Town to audit its books and records within fourteen (14) days after receiving a written request from the Town.

5. **Taxing Authorities and Amounts**.

a. Upon commencement of the Town's March 1, 2024 taxable status date (the "Commencement Date"), the Project Sponsor shall make annual payments in lieu of local and municipal real estate taxes, including school taxes but not including assessments for local improvements and special assessments on the Land and improvements constituting the Project as follows.

i. A fixed annual PILOT Payment to the Town in the amounts as stated in **Schedule "A"**, as attached hereto and made a part hereof, in satisfaction of all real property taxes.

ii. In addition to the payments set forth in **Schedule "A"**, the Project Sponsor will be responsible for paying all special district assessments and other assessments for local improvements permitted by law;

iii. At the expiration of the PILOT Term, this PILOT Agreement will cease to have any effect on the taxes due with respect to the property and the property will be taxed in accordance with applicable law unless otherwise extended or modified pursuant to a separate Agreement.

b. The PILOT Payments shall be payable annually. Each annual PILOT Payment to the Town shall be made on or before January 31st of each year and shall be delivered to the Town Clerk's Office, 5583 Main Street, Williamsville, New York 14221 or such other place as may be designated from time to time by the Town. Each such PILOT Payment to the County shall be made on or before January 31 of that year, or such payment shall be considered delinquent, and such PILOT Payment shall be delivered to County of Erie, c/o Director of Real Property Tax Services, The Edward A. Rath County Office Building, Room 100, 95 Franklin Street, Buffalo, New York 14202, or such other place as may be designated from time to time by the County. Each such PILOT Payment to the School District shall be made on or before September 30 of that year, or such payment shall be considered delinquent, and such PILOT Payment shall be delivered to the Williamsville Central School District, 105 Casey Road, East Amherst, New York 14051.

6. **No Other Reductions or Increases Based on Tax Rate Changes**. Except to the extent this Agreement explicitly provides otherwise, Project Sponsor agrees that the

Attachment: 4659_original_contract_10496 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659))

Payments in Lieu of Taxes to be made pursuant to the PILOT Payment Schedule attached as Schedule "A" to this Agreement shall not be reduced or increased based on an increase or reduction of tax rate of Taxing Jurisdictions.

7. **Improvements or Modifications to Project**. To the extent the Project Sponsor, at its sole option, makes any capital improvements or modifications to the Project, such improvements or modifications shall not result in any changes to the Payments in Lieu of Taxes unless such improvements or modifications increases or decreases the number of affordable senior housing apartments at the Project, in which case the Payments in Lieu of Taxes as set forth in PILOT Payment Schedule attached as Schedule "A" shall be adjusted to reflect the number of affordable senior housing apartments at the Project. By way of example for illustrative purposes only, if the number of affordable senior housing apartments at the Project increases from 150 to 155 units during the fifth year of the PILOT Term, the Payment in Lieu of Taxes payable by the Project to the Taxing Jurisdictions for the sixth year of the PILOT Term shall increase from $70,949 based on 150 units ($473 per unit) to $73,315 ($473 per unit x 155 units) and each successive annual Payment in Lieu of Taxes shall be also adjusted accordingly.

8. **Defaults in Payment in Lieu of Taxes**. In the event the Project Sponsor fails to make any PILOT Payments when due, the amount or amounts not so paid shall be a lien on the Project in the same manner that delinquent real property taxes would be and continue as an obligation of the Project Sponsor until fully paid. In addition, the Project Sponsor shall pay the appropriate taxing authority's or authorities' interest and penalties on the unpaid amount or amounts accruing at the same times and at the interest rates as if such amounts were delinquent real property taxes. In addition to any other remedies available to them for the collection of delinquent real property taxes, including, without limitation, in rem proceedings, the Town, County and School District may exercise any other remedies available, and such remedies shall be cumulative and the exercise of any remedy shall not be an action of remedies under law.

9. **Effect of Fulfillment of the Requirement**. Once having paid the amounts required by this PILOT Agreement when due, the Property Sponsor shall not be required to pay any real property taxes for which such payments in lieu of taxes have been made, except special district assessments and other special assessments for local improvements permitted by law.

10. **Events of Default and Termination of Tax Exemption.**

An event of default ("Event of Default") shall be defined as (l) failure of the Project Sponsor to make any payment required under the PILOT Agreement when due, (2) the Project Sponsor's failure to provide any notice as required by this PILOT Agreement to the Town, County or School District, (3) Taxpayer's failure to qualify, or continue to qualify, for a real property tax exemption for the Project in accordance with Article 11 of the PHFL, (4) failure of Taxpayer to provide any of the information required by Section 3(c) of this PILOT Agreement, (5) Taxpayer's failure to comply with any applicable laws of the Town of Amherst, (6) Taxpayer's failure to timely respond to fair housing complaints or tenant rights complaints (including, but not limited to, complaints regarding any property manager's conduct prior to and after the complaint, complaints

Attachment: 4659_original_contract_10496 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659))

to the Town of Amherst Building Department, property inspection reports, and other verifiable information reported to the Town, in each case regarding an adverse condition at the Project in violation of applicable law, or (7) subject to the provisions of Section 24 hereof, the transfer of title or beneficial ownership of any portion of the Project or the Land without the prior written consent of the Town, County and School District.

(a) Upon the occurrence of an Event of Default as defined pursuant to Section 7(a) above, the Project Sponsor shall have thirty (30) days after the receipt of Notice from the Town, County or School District regarding such default to cure such default.

(b) In the event the Project Sponsor has not cured such default or defaults within the time period set forth in this PILOT Agreement, then the exemption from real property taxes described herein shall be deemed to have been terminated as of the taxable status date of the Town's immediately preceding fiscal year.

(c) Upon a termination of the exemption from real property taxes set forth in Section 7(c) above, the Project Sponsor shall be liable for real property taxes on a pro-rata basis from and after the Town's taxable status date immediately preceding the Event of Default and the statutory lien applicable to such real property taxes shall be deemed in effect as of the lien date normally applicable to such year's real property taxes, unless a separate basis for a real property tax exemption then exists for the benefit of Project Sponsor.

(d) Any such termination of the real property tax exemption applicable to the Project shall not void the liability of the Project Sponsor for any unpaid payments in lieu of taxes required by this PILOT Agreement prior to such termination.

11. **Payment Collection**. The terms and conditions of this Agreement shall govern the collection of PILOT Payments provided for in this Agreement.

12. **Tax Status.** The Taxing Jurisdictions agree that, during the term of this Agreement, that this Agreement will exclusively govern the payments of all ad valorem real property taxes that the Project Sponsor shall be obligated to make to the Taxing Jurisdictions with respect to the Project, provided, however, that this Agreement is not intended to affect, and shall not affect other assessments of general applicability by the Town for Town services provided by the Town to the Project, including but not limited to, fire protection, water, drainage, sanitary sewer, etc. (collectively "**Special District Taxes**"). The Project Sponsor acknowledges that it shall be responsible to make annual payments to the Town for Special District Taxes during the PILOT Term.

13. **Challenge of the Assessed Value.** Project Sponsor may challenge the assessed

Attachment: 4659_original_contract_10496 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659))

value of the Project during the term of this PILOT agreement in 2024 and in any such other years when the Town is conducting a revaluation or update or all real property of the same class as the Property and consistent with the provisions of Paragraph 12 above.

14. **Successors and Assigns**. This Agreement will be binding upon, and shall be assigned to, the successors and assigns of Project Sponsor, provided that such successor or assign is an eligible party for the purpose of providing affordable senior housing at the Project as evidenced by an assignment of the HUD Contract. In the event that Project Sponsor sells, transfers, leases or assigns all or substantially all of its interest in the Project, this Agreement shall thereafter be assigned to and shall be binding on the purchaser, transferee or assignee.

15. **Statement of Good Faith**. The Parties agree that the payment obligations established by this Agreement were negotiated in good faith. The Project Sponsor and the Town were represented by counsel in negotiation and preparation of this Agreement and have entered into this Agreement after full and due consideration and with the advice of its counsel. The Parties further acknowledge that this Agreement is fair and mutually beneficial to them because it reduces the likelihood of potential future disputes over real property taxes for the Project, establishes mutually acceptable and reasonable payments in lieu of taxes for the Project that are appropriate and serve their respective interests. The Town acknowledges that this Agreement is beneficial to it because it ensures the Project Sponsor will be able to continue to provide affordable senior housing at the Project in accordance with the applicable standards of HUD that govern the Project.

16. **Additional Documentation and Actions.** Each party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such additional documents, and take all such actions, as the parties reasonably request for the purpose of implementing or effectuating the provisions of this Agreement.

17. **Invalidity.** If, for any reason, it is ever determined by a court of competent jurisdiction that any material provision of this Agreement is unlawful, invalid or unenforceable then the parties shall (i) undertake best efforts to amend and or reauthorize this Agreement so as to render all material provisions lawful, valid and enforceable, and (ii) if such efforts are unsuccessful, undertake reasonable efforts, including without limitation, seeking all necessary approvals, to replicate the benefits and burdens of this Agreement in the form of an Amended PILOT Agreement.

18. **Waiver**. No waiver or modification of this Agreement shall be valid unless in writing and duly executed by the Parties, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation arising out of or affecting this Agreement, or the rights or obligations of any Party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. No failure or delay on the part of the Town to exercise any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

Attachment: 4659_original_contract_10496 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659))

19. **Modification**. Neither this Agreement nor any provision hereof may be amended, modified, waived, discharged or terminated, except by an instrument in writing duly executed and agreed to by the parties hereto.

20. **Counterparts**. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or portable document format (PDF) transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement and signature pages for all purposes.

21. **Pay Equity.** The Project Sponsor, with respect to its own employees only, if any, shall comply with Erie County Executive Order 13 (2014) and agrees to complete the Certificate collectively attached hereto as Exhibit "3" and made a part hereof. The Project Sponsor 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 Project Sponsor, 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 conforming 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 Taxpayer is not qualified to participate in future County contracts.

22. **Notices**. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service or otherwise. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

To Project Sponsor:

Eleanor White
Amherst Senior Apartments LP
795 Ridge Lake Blvd., Ste 300
Memphis, TN 38120

To the Town:

Town Attorney's Office
Town of Amherst
5583 Main Street

Attachment: 4659_original_contract_10496 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659))

Williamsville, New York 14221

Town Supervisor
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Town Assessor
Town of Amherst
5583 Main Street
Williamsville, NY 14221

To Erie County:

Erie County Attorney's Office
95 Franklin Street
Buffalo, NY 14202

To Williamsville Central School District:

Williamsville Central School District
105 Casey Road
Williamsville, New

Any such addresses for the giving of notices may be changed by a party by giving written notice as provided above to the other parties. Notice given by counsel to a party shall be effective as notice from such party.

23. **Applicable Law**. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Project Sponsor, the Town, Erie County and the School District each consent to the jurisdiction of New York State courts regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions.

24. **Assignment and Leasing**. The provisions of section 10(a)(7) hereof notwithstanding, the Project Sponsor shall have the right and option ("Option") upon at least thirty (30) days prior written notice to the Taxing Jurisdictions, to sell or assign all or any part of the right, title and interest in and to the Project including, without limitation, the Fee Estate and/or any Leasehold Estate in the Project, on terms and conditions acceptable to the Project Sponsor, to a purchaser, assignee, or tenant ("Assignee") so long as such Assignee is legally qualified to provide affordable senior housing at the Project pursuant to a contract with HUD and continues to provide such housing at the Project. The Taxing Jurisdictions shall cooperate with the Project Sponsor and any such Assignee to execute such documents or instruments as is reasonably necessary to effect such purchase, assignment, or lease including, but not limited to, any financing in connection with such transaction at Project Sponsor's sole cost or expense.

Attachment: 4659_original_contract_10496 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659))

25. **Covenants of the Project Sponsor**. During the term of the Agreement, the Project Sponsor shall not voluntarily do any of the following:

a. Seek to invalidate this Agreement except as expressly provided herein;

b. Convey by sale, lease or otherwise any interest in the Project to any entity or organization that does not qualify to provide affordable senior housing at the Project pursuant to a contract with HUD;

c. Abandon or discontinue to provide affordable senior housing apartments at the Project pursuant to HUD Contract; or

d. Fail to pay the Taxing Jurisdictions all amounts due hereunder when due in accordance with the terms and conditions of this Agreement.

26. **Covenants of the Town**. During the term of this Agreement, the Town will not do any of the following:

a. Seek to invalidate this Agreement;

b. Seek to collect from Project Sponsor any property tax upon the Property (Special District taxes are not governed by this Agreement) or the improvements thereon in addition to the amounts established herein.

27. **Representations of the Taxing Jurisdictions.** Each of the Taxing Jurisdictions represents and warrants to the Project Sponsor that (i) it has secured the approval of respective legislative body to duly authorize the execution, delivery and performance of this Agreement and its respective obligations hereunder, and (ii) it is not prohibited from entering into this Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement by the terms, conditions or provisions of any law, any order of any court orother agency or authority of government, or any agreement or instrument to which it is a party or by which it is bound, and (iii) this Agreement is a legal, valid and binding obligation of each Taxing Jurisdiction respectively and is enforceable in accordance with its terms.

28. **Representations of Project Sponsor**. The Project Sponsor represents and warrants to the Taxing Jurisdictions that (i) it is duly organized and validly existing as a limited liability company and is authorized to conduct business in the State of New York; and (ii) it is authorized and has the power under the laws of the State of New York to enter into this Agreement and to perform and carry out all covenants and obligations on its part to be performed pursuant to this Agreement, and (iii) the performance of its obligations hereunder will not violate, results in a breach of or constitute a default under any agreement or instrument to which Project Sponsor is a party or by which Project Sponsor is bound, and this Agreement is a legal, valid and binding obligation of Project Sponsor enforceable in accordance with its

Attachment: 4659_original_contract_10496 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659))

terms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES ON FOLLOWING PAGE]

Attachment: 4659_original_contract_10496 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659))

(Signature Page for Agreement For Payment In Lieu Of Taxes)

IN WITNESS WHEREOF, the Town, County, School District, Partnership, and HDFC have duly executed this Agreement as of the day and year first above written.

COUNTY OF ERIE

BY: _____
Mark C. Poloncarz, County Executive
Lisa M. Chimera, Deputy County Executive

Date: _____

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Supervisor

Date: _____

Approved as to content for Erie County:

BY: _____
Daniel Castle, Commissioner
Department of Planning
& Economic Development

Date: _____

Approved as to content for the Town of Amherst:

BY: _____
Emily Murphy, Assessor

Date: _____

Approved as to form for Erie County:

BY: _____
Richard Stanton, Esq.
Assistant County Attorney

Date: _____

Approved as to form for the Town of Amherst:

BY: _____
Samuel A. Alba, Senior Deputy
Town Attorney

Date: _____

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT

BY: _____
Dr. Darren J. Brown-Hall
Superintendent

AMHERST SENIOR APARTMENTS LP

Attachment: 4659_original_contract_10496 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659))

By: _____ Date: _____

Eleanor White

President (Housing Preservation, Inc. General Partner)

Attachment: 4659_original_contract_10496 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659))

SCHEDULE A

TAX YEAR	Town of Amherst 60%	Erie County 25%	Williamsville CSD 15%	Total Annual PILOT Payment
2024-25	36,721	15,300	9,180	61,201
2025-26	37,822	15,759	9,456	63,037
2026-27	38,957	16,232	9,739	64,928
2027-28	40,126	16,719	10,031	66,876
2028-29	41,329	17,221	10,332	68,882
2029-30	42,569	17,737	10,642	70,949
2030-31	43,846	18,269	10,962	73,077
2031-32	45,162	18,817	11,290	75,270
2032-33	46,517	19,382	11,629	77,528
2033-34	47,912	19,963	11,978	79,853
2034-35	49,349	20,562	12,337	82,249
2035-36	50,830	21,179	12,707	84,716
2036-37	52,355	21,814	13,089	87,258
2037-38	53,925	22,469	13,481	89,876
2038-39	55,543	23,143	13,886	92,572
TOTALS	**682,963**	**284,568**	**170,741**	**1,138,272**

Attachment: 4659_original_contract_10496 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659))

EXHIBIT 1

LEGAL DESCRIPTION
465, 467 & 475 John James Audubon Parkway

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. 75, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a point in the center line of North Forest Road (66 feet wide) at its intersection with the south line of lands conveyed by deed filed in the Erie County Clerk's Office in Liber 7331 of Deeds at Page 19;

Thence easterly along the south line of said Liber 7331 of Deeds at Page 19, at a bearing of N85°39'23"E, a distance of 335.68 feet to a point;

Thence southerly along a line at a bearing of S00°42'01"E, a distance of 31.13 feet to a point;

Thence easterly along a line at a bearing of N89°17'59"E, a distance of 177.35 feet to a point;

Thence northerly along a line at a bearing of N00°42'01"W, a distance of 130.00 feet to a point in the south line of a deed filed in the Erie County Clerk's Office in Liber 9820 of Deeds at page 72;

Thence easterly along said Liber 9820 of Deeds at page 72, at a bearing of N89°17'59"E, a distance of 245.00 feet to a point;

Thence southerly along a line at a bearing of S00°42'01"E, a distance of 138.00 feet to a point;

Thence westerly along a line at a bearing of S89°17'59"W, a distance of 65.00 feet to a point;

Thence southerly along a line at a bearing of S00°42'01"E, a distance of 155.00 feet to a point;

Thence westerly along a line at a bearing of S89°17'59"W, a distance of 145.00 feet to a point;

Thence southerly along a line at a bearing of S00°42'01"E, a distance of 145.40 feet to a point;

Thence westerly along a line at a bearing of S89°17'59"W, a distance of 212.35 feet to a point;

Thence southerly along a line at a bearing of S00°42'01"E, a distance of 10.47 feet to a point;

Attachment: AmherstSrApts.PILOT.Ex1-03082024134907 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659))

Thence westerly along a line at a bearing of S89°17'59"W, a distance of 174.74 feet to a point in the said center line of North Forest Road;

Thence northwesterly and along the said center line of North Forest Road, at a bearing of N28°40'36"W, a distance of 115.67 feet to an angle point;

Thence continuing northwesterly and along the said center line of North Forest Road, at a bearing of N25°46'41"W, a distance of 250.09 feet to the Point and Place of Beginning.

This parcel containing 4.811 acres of land more or less.

Attachment: AmherstSrApts.PILOT.Ex1-03082024134907 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659))

EXHIBIT 1-A

Attachment: AmherstSrApts.PILOT.Ex1-A.AmherstGlen-03082024134956 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP

ASSIGNMENT AND ASSUMPTION OF

AMENDED AND RESTATED GROUND LEASE AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF AMENDED AND RESTATED GROUND LEASE AGREEMENT (the "**Agreement**") is entered as of January 31, 2023 (the "**Effective Date**") by and between **AMHERST GLEN SENIOR APARTMENTS, INC.**, a New York not-for-profit corporation whose mailing address is 795 Ridge Lake Blvd., Suite 300, Memphis Tennessee 38120 (the "**Assignor**"), and **AMHERST SENIOR APARTMENTS, LP**, a Nevada limited partnership, whose mailing address is 795 Ridge Lake Blvd., Suite 300, Memphis Tennessee 38120 (the "**Assignee**").

RECITALS

A. The Assignor is the owner of the leasehold estate created by that certain Amended and Restated Ground Lease Agreement dated effective as of February 5, 2021 by and between Menorah Campus, Inc., a New York nonprofit corporation, as ground lessor, and the Assignor, as ground lessee (the "**Ground Lease**"), with respect to certain real property generally located at 465 John James Audubon Parkway, Amherst, New York 14228, as more accurately described on Exhibit "A" attached hereto and part a part hereof (the "**Property**").

B. Assignor, as seller ("**Seller**"), and Assignee, as buyer ("**Purchaser**"), executed that certain Purchase and Sale Agreement dated as of January, 2022 (the "**Purchase Agreement**"), pursuant to which ground lessee will sell and Purchaser will purchase ground lessee's right, title and interest in Seller's leasehold interests (including improvements and personal property) as described in the Ground Lease.

C. The Assignor desires to convey all of its rights, title and interest in and to the Ground Lease to the Assignee subject to the provisions of this Agreement and the Purchase Agreement, and the Assignee desires to accept such assignment of the Ground Lease and assume all obligations of the Assignor, all subject to the provisions of this Agreement, in connection therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in, to and under the Ground Lease, together with all rights arising under or by virtue of the Ground Lease.

2. Assumption. As of the Effective Date, Assignee hereby accepts the assignment and transfer of the Ground Lease from Assignor, and Assignee assumes and agrees to be bound by all of the provisions of the Ground Lease and to perform all of the obligations of Assignor arising or accruing under the Ground Lease, on and after the Effective Date.

Attachment: AmherstSrApts.PILOT.Ex1-A.AmherstGlen-03082024134956 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP

3. Authority. Assignor represents that Assignor has full power and authority to assign the Ground Lease, that this Assignment has been validly executed by Assignor, and that this Assignment is the legal, valid and binding obligation of Assignor, enforceable against Assignor in accordance with the respective terms hereof. Assignee represents that Assignee has full power and authority to assume the Ground Lease, that this Assignment has been validly executed by Assignee, and that this Assignment is the legal, valid and binding obligation of Assignee, enforceable against Assignee in accordance with the respective terms hereof.

4. Reciprocal Indemnity.

(a) Assignor covenants and agrees to protect, defend, indemnify, and hold harmless Assignee from and against any and all liabilities, damages, losses, expenses (including, without limitation, attorneys' fees), costs, suits, judgments, claims and demands whatsoever, at law or in equity, incurred or suffered by Assignee, arising from or related to the Ground Lease, occurring or accruing prior to the Effective Date.

(b) Assignee covenants and agrees to protect, defend, indemnify, and hold harmless Assignor from and against any and all liabilities, damages, losses, expenses (including, without limitation, attorneys' fees), costs, suits, judgments, claims and demands whatsoever, at law or in equity, incurred or suffered by Assignor, arising from or related to the Ground Lease, occurring or accruing on or after the Effective Date.

5. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No provision of this Assignment shall be modified, waived or terminated, except by an instrument in writing signed by the party against whom enforcement of such modification, waiver or termination is sought. This Assignment shall be construed in accordance with and governed by the laws of the State of New York.

6. Counterparts. This Agreement may be executed and delivered in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Facsimile or scanned and emailed transmission shall be deemed the same as delivery of an original, shall have the same force and effect as manually-signed originals and shall be binding on the parties hereto.

[Remainder of page intentionally left blank.]

Attachment: AmherstSrApts.PILOT.Ex1-A.AmherstGlen-03082024134956 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP

IN WITNESS WHEREOF, the parties hereto have duly executed this document effective as of the date first written above.

AMHERST GLEN SENIOR APARTMENTS, INC., a New York not-for-profit corporation

By: _____
Joshua Hammond, President

STATE OF TN)
: SS :
COUNTY OF Shelby)

On the 11 day of January, in the year 2023, before me, the undersigned, personally appeared J. Hammond, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

OLIVER LYNN HAYNES IV
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

My Commission Expires: 12-30-25

Attachment: AmherstSrApts.PILOT.Ex1-A.AmherstGlen-03082024134956 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP

IN WITNESS WHEREOF, the parties hereto have duly executed this document effective as of the date first written above.

ASSIGNEE:

AMHERST SENIOR APARTMENTS, LP, a Nevada limited partnership

By: Housing Preservation, Inc.
a Texas nonprofit corporation
its General Partner

By: Eleanor White
Eleanor White, President

STATE OF TN)
: SS :
COUNTY OF Shelby)

On Jan 11, 2023, before me, a Notary Public for the above jurisdiction, personally appeared Eleanor White, as President of the Housing Preservation, Inc., a Texas non-profit corporation, as General Partner of AMHERST SENIOR APARTMENTS, LP, a Nevada limited partnership, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

OLIVER LYNN HAYNES IV.
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

Notary Public

My commission expires: 12-30-25

Attachment: AmherstSrApts.PILOT.Ex1-A.AmherstGlen-03082024134956 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

AS TO 465 JOHN JAMES AUDUBON PARKWAY:

Leasehold Parcel

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. 75, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a point in the westerly line of John James Audubon Parkway (as a 160 foot wide road) at its intersection with the south line of deed filed in the Erie County Clerk's Office in Liber 9820 of Deeds at page 76;

THENCE westerly along the south line of said Liber 9820 of Deeds at page 76, at a bearing of South 89 degrees 17 minutes 59 seconds West a distance of 530.00 feet to a point;

THENCE southerly along a line at a bearing of South 00 degrees 42 minutes 01 seconds East a distance of 130.00 feet to a point;

THENCE easterly along a line at a bearing of North 89 degrees 17 minutes 59 seconds East a distance of 35.00 feet to the true point and place of BEGINNING;

THENCE southerly along a line at a bearing of South 00 degrees 42 minutes 01 seconds East a distance of 308.40 feet to a point;

THENCE westerly along a line at a bearing of South 89 degrees 17 minutes 59 seconds West a distance of 212.35 feet to a point;

THENCE northerly along a line at a bearing of North 00 degrees 42 minutes 01 seconds West a distance of 308.40 feet to a point;

THENCE easterly along a line at a baring of North 89 degrees 17 minutes 59 seconds East a distance of 212.35 feet to the true point and place of BEGINNING.

TOGETHER with a non-exclusive right of ingress, egress and regress over all roads now existing or hereafter constructed to and from the above described lands to John James Audubon Parkway and North Forest Road and a non-exclusive right to use existing or future walkways on the lands conveyed to Menorah Campus, Inc. d/b/a The Harry and Jeanette Weinberg Campus by Deed recorded in Liber 10970 of Deeds at page 3463 and on the lands conveyed to Menorah Campus, Inc. by Deed recorded in Liber 11007 of Deeds at page 1014.

Attachment: AmherstSrApts.PILOT.Ex1-A.AmherstGlen-03082024134956 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP

ASSIGNMENT AND ASSUMPTION OF

AMENDED AND RESTATED GROUND LEASE AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF AMENDED AND RESTATED GROUND LEASE AGREEMENT (the "**Agreement**") is entered as of January 31 2023 (the "**Effective Date**") by and between **AMHERST RIDGE SENIOR APARTMENTS, INC.**, a New York not-for-profit corporation, whose mailing address is 795 Ridge Lake Blvd., Suite 300, Memphis, Tennessee 38120 (the "**Assignor**"), and **AMHERST SENIOR APARTMENTS, LP**, a Nevada limited partnership, whose mailing address is 795 Ridge Lake Blvd., Suite 300, Memphis, Tennessee 38120 (the "**Assignee**").

RECITALS

A. The Assignor is the owner of the leasehold estate created by that certain Amended and Restated Ground Lease Agreement dated effective as of February 5, 2021 by and between Menorah Campus, Inc., a New York nonprofit corporation, as ground lessor, and the Assignor, as ground lessee (the "**Ground Lease**"), with respect to certain real property generally located at 467 John James Audubon Parkway, Amherst, New York 14228, as more accurately described on Exhibit "A" attached hereto and part a part hereof (the "**Property**").

B. Assignor, as seller ("**Seller**"), and Assignee, as buyer ("**Purchaser**"), executed that certain Purchase and Sale Agreement dated as of January, 2022 (the "**Purchase Agreement**"), pursuant to which ground lessee will sell and Purchaser will purchase ground lessee's right, title and interest in Seller's leasehold interests (including improvements and personal property) as described in the Ground Lease.

C. The Assignor desires to convey all of its rights, title and interest in and to the Ground Lease to the Assignee subject to the provisions of this Agreement and the Purchase Agreement, and the Assignee desires to accept such assignment of the Ground Lease and assume all obligations of the Assignor, all subject to the provisions of this Agreement, in connection therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in, to and under the Ground Lease, together with all rights arising under or by virtue of the Ground Lease.

2. Assumption. As of the Effective Date, Assignee hereby accepts the assignment and transfer of the Ground Lease from Assignor, and Assignee assumes and agrees to be bound by all of the provisions of the Ground Lease and to perform all of the obligations of Assignor arising or accruing under the Ground Lease, on and after the Effective Date.

Attachment: AmherstSrApts.PILOT.Ex1-A.AmherstGlen-03082024134956 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP

3. Authority. Assignor represents that Assignor has full power and authority to assign the Ground Lease, that this Assignment has been validly executed by Assignor, and that this Assignment is the legal, valid and binding obligation of Assignor, enforceable against Assignor in accordance with the respective terms hereof. Assignee represents that Assignee has full power and authority to assume the Ground Lease, that this Assignment has been validly executed by Assignee, and that this Assignment is the legal, valid and binding obligation of Assignee, enforceable against Assignee in accordance with the respective terms hereof.

4. Reciprocal Indemnity.

(a) Assignor covenants and agrees to protect, defend, indemnify, and hold harmless Assignee from and against any and all liabilities, damages, losses, expenses (including, without limitation, attorneys' fees), costs, suits, judgments, claims and demands whatsoever, at law or in equity, incurred or suffered by Assignee, arising from or related to the Ground Lease, occurring or accruing prior to the Effective Date.

(b) Assignee covenants and agrees to protect, defend, indemnify, and hold harmless Assignor from and against any and all liabilities, damages, losses, expenses (including, without limitation, attorneys' fees), costs, suits, judgments, claims and demands whatsoever, at law or in equity, incurred or suffered by Assignor, arising from or related to the Ground Lease, occurring or accruing on or after the Effective Date.

5. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No provision of this Assignment shall be modified, waived or terminated, except by an instrument in writing signed by the party against whom enforcement of such modification, waiver or termination is sought. This Assignment shall be construed in accordance with and governed by the laws of the State of New York.

6. Counterparts. This Agreement may be executed and delivered in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Facsimile or scanned and emailed transmission shall be deemed the same as delivery of an original, shall have the same force and effect as manually-signed originals and shall be binding on the parties hereto.

[Remainder of page intentionally left blank.]

Attachment: AmherstSrApts.PILOT.Ex1-A.AmherstGlen-03082024134956 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP

IN WITNESS WHEREOF, the parties hereto have duly executed this document effective as of the date first written above.

AMHERST RIDGE SENIOR APARTMENTS, INC., a New York not-for-profit corporation

By: _____
Joshua Hammond, President

STATE OF TN)
: SS :
COUNTY OF Shelby)

On the 11 day of Jan, in the year 2023, before me, the undersigned, personally appeared J. Hammond, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

OLIVER LYNN HAYNES IV.
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

_____
Notary Public

My Commission Expires: 12-30-25

Attachment: AmherstSrApts.PILOT.Ex1-A.AmherstGlen-03082024134956 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP

IN WITNESS WHEREOF, the parties hereto have duly executed this document effective as of the date first written above.

ASSIGNEE:

AMHERST SENIOR APARTMENTS, LP, a Nevada limited partnership

By: Housing Preservation, Inc.
a Texas nonprofit corporation
its General Partner

By: Eleanor White
Eleanor White, President

STATE OF TN)
: SS :
COUNTY OF Shelby)

On Jan 11, 2024, before me, a Notary Public for the above jurisdiction, personally appeared Eleanor White, as President of the Housing Preservation, Inc., a Texas non-profit corporation, as General Partner of AMHERST SENIOR APARTMENTS, LP, a Nevada limited partnership, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

OLIVER LYNN HAYNES IV.
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

Notary Public

My commission expires: 12-30-25

Attachment: AmherstSrApts.PILOT.Ex1-A.AmherstGlen-03082024134956 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP

EXHIBIT A

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AS TO 465 JOHN JAMES AUDUBON PARKWAY:

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BEGINNING at a point in the westerly line of John James Audubon Parkway (as a 160 foot wide road) at its intersection with the south line of deed filed in the Erie County Clerk's Office in Liber 9820 of Deeds at page 76;

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THENCE southerly along a line at a bearing of South 00 degrees 42 minutes 01 seconds East a distance of 130.00 feet to a point;

THENCE easterly along a line at a bearing of North 89 degrees 17 minutes 59 seconds East a distance of 35.00 feet to the true point and place of BEGINNING;

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THENCE westerly along a line at a bearing of South 89 degrees 17 minutes 59 seconds West a distance of 212.35 feet to a point;

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THENCE easterly along a line at a baring of North 89 degrees 17 minutes 59 seconds East a distance of 212.35 feet to the true point and place of BEGINNING.

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Attachment: AmherstSrApts.PILOT.Ex1-A.AmherstGlen-03082024134956 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP

Attachment: AmherstSrApts.PILOT.Ex1-A.AmherstTowne-03082024135017 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP

ASSIGNMENT AND ASSUMPTION OF

AMENDED AND RESTATED GROUND LEASE AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF AMENDED AND RESTATED GROUND LEASE AGREEMENT (the "**Agreement**") is entered as of January 31, 2023 (the "**Effective Date**") by and between **AMHERST TOWNE SENIOR APARTMENTS, INC.**, a New York not-for-profit corporation, whose mailing address is 795 Ridge Lake Blvd., Suite 300, Memphis, Tennessee 38120 (the "**Assignor**"), and **AMHERST SENIOR APARTMENTS, LP**, a Nevada limited partnership, whose mailing address is 795 Ridge Lake Blvd., Suite 300, Memphis, Tennessee 38120 (the "**Assignee**").

RECITALS

A. The Assignor is the owner of the leasehold estate created by that certain Amended and Restated Ground Lease Agreement dated effective as of February 5, 2021 by and between Menorah Campus, Inc., a New York nonprofit corporation, as ground lessor, and the Assignor, as ground lessee (the "**Ground Lease**"), with respect to certain real property generally located at 475 John James Audubon Parkway, Amherst, New York 14228, as more accurately described on Exhibit "A" attached hereto and part a part hereof (the "**Property**").

B. Assignor, as seller ("**Seller**"), and Assignee, as buyer ("**Purchaser**"), executed that certain Purchase and Sale Agreement dated as of January, 2022 (the "**Purchase Agreement**"), pursuant to which ground lessee will sell and Purchaser will purchase ground lessee's right, title and interest in Seller's leasehold interests (including improvements and personal property) as described in the Ground Lease.

C. The Assignor desires to convey all of its rights, title and interest in and to the Ground Lease to the Assignee subject to the provisions of this Agreement and the Purchase Agreement, and the Assignee desires to accept such assignment of the Ground Lease and assume all obligations of the Assignor, all subject to the provisions of this Agreement, in connection therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in, to and under the Ground Lease, together with all rights arising under or by virtue of the Ground Lease.

2. Assumption. As of the Effective Date, Assignee hereby accepts the assignment and transfer of the Ground Lease from Assignor, and Assignee assumes and agrees to be bound by all of the provisions of the Ground Lease and to perform all of the obligations of Assignor arising or accruing under the Ground Lease, on and after the Effective Date.

3. Authority. Assignor represents that Assignor has full power and authority to assign the Ground Lease, that this Assignment has been validly executed by Assignor, and that this Assignment is the legal, valid and binding obligation of Assignor, enforceable against Assignor in accordance with the respective terms hereof. Assignee represents that Assignee has full power and authority to assume the Ground Lease, that this Assignment has been validly executed by Assignee, and that this Assignment is the legal, valid and binding obligation of Assignee, enforceable against Assignee in accordance with the respective terms hereof.

4. Reciprocal Indemnity.

(a) Assignor covenants and agrees to protect, defend, indemnify, and hold harmless Assignee from and against any and all liabilities, damages, losses, expenses (including, without limitation, attorneys' fees), costs, suits, judgments, claims and demands whatsoever, at law or in equity, incurred or suffered by Assignee, arising from or related to the Ground Lease, occurring or accruing prior to the Effective Date.

(b) Assignee covenants and agrees to protect, defend, indemnify, and hold harmless Assignor from and against any and all liabilities, damages, losses, expenses (including, without limitation, attorneys' fees), costs, suits, judgments, claims and demands whatsoever, at law or in equity, incurred or suffered by Assignor, arising from or related to the Ground Lease, occurring or accruing on or after the Effective Date.

5. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No provision of this Assignment shall be modified, waived or terminated, except by an instrument in writing signed by the party against whom enforcement of such modification, waiver or termination is sought. This Assignment shall be construed in accordance with and governed by the laws of the State of New York.

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[Remainder of page intentionally left blank.]

Attachment: AmherstSrApts.PILOT.Ex1-A.AmherstTowne-03082024135017 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP

IN WITNESS WHEREOF, the parties hereto have duly executed this document effective as of the date first written above.

AMHERST TOWNE SENIOR APARTMENTS, INC., a New York not-for-profit corporation

By: _____
Joshua Hammond, President

STATE OF TN)
: SS :
COUNTY OF Shelby)

On the 11 day of Jan., in the year 2023, before me, the undersigned, personally appeared J Hammond, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

My Commission Expires: 12-30-25

OLIVER LYNN HAINES IV
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

Attachment: AmherstSrApts.PILOT.Ex1-A.AmherstTowne-03082024135017 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP

IN WITNESS WHEREOF, the parties hereto have duly executed this document effective as of the date first written above.

ASSIGNEE:

AMHERST SENIOR APARTMENTS, LP, a Nevada limited partnership

By: Housing Preservation, Inc.
a Texas nonprofit corporation
its General Partner

By: Eleanor White
Eleanor White, President

STATE OF TN)
: SS :
COUNTY OF Shelby)

On Jan 11, 2023, before me, a Notary Public for the above jurisdiction, personally appeared Eleanor White, as President of the Housing Preservation, Inc., a Texas non-profit corporation, as General Partner of AMHERST SENIOR APARTMENTS, LP, a Nevada limited partnership, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

OLIVER LYNN HAYNES IV.
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

Notary Public

My commission expires: 12-30-25

Attachment: AmherstSrApts.PILOT.Ex1-A.AmherstTowne-03082024135017 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

AS TO 475 JOHN JAMES AUDUBON PARKWAY:

Leasehold Parcel

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. 75, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a point in the westerly line of John James Audubon Parkway (as a 160 foot wide road) at its intersection with the south line of deed filed in the Erie County Clerk's Office in Liber 9820 of Deeds at page 76;

THENCE westerly along the south line of said Liber 9820 of Deeds at page 76, at a bearing of South 89 degrees 17 minutes 59 seconds West a distance of 285.00 feet to a point being the true point and place of BEGINNING;

THENCE southerly along a line at a bearing of South 00 degrees 42 minutes 01 seconds East a distance of 138.00 feet to a point;

THENCE westerly along a line at a bearing of South 89 degrees 17 minutes 59 seconds West a distance of 65.00 feet to a point;

THENCE southerly along a line at a bearing of South 00 degrees 42 minutes 01 seconds East a distance of 155.00 feet to a point;

THENCE westerly along a line at a bearing of South 89 degrees 17 minutes 59 seconds West a distance of 145.00 feet to a point;

THENCE northerly along a line at a bearing of North 00 degrees 42 minutes 01 seconds West a distance of 163.00 feet to a point;

THENCE westerly along a line at a bearing of South 89 degrees 17 minutes 59 seconds West a distance of 35.00 feet to a point;

THENCE northerly along a line at a bearing of North 00 degrees 42 minutes 01 seconds West a distance of 130.00 feet to a point in the south line of said Liber 9820 of Deeds at page 76;

THENCE easterly along the south line of said Liber 9820 of Deeds at page 76 at a bearing of North 89 degrees 17 minutes 59 seconds East a distance of 245.00 feet to the true point and place of BEGINNING.

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TOGETHER with a non-exclusive right of ingress, egress and regress over all roads now existing or hereafter constructed to and from the above described lands to John James Audubon Parkway and North Forest Road and a non-exclusive right to use existing or future walkways on the lands conveyed to Menorah Campus, Inc. d/b/a The Harry and Jeanette Weinberg Campus by Deed recorded in Liber 10970 of Deeds at page 3463.

11897304.1

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AMENDED AND RESTATED GROUND LEASE AGREEMENT

THIS AMENDED AND RESTATED GROUND LEASE AGREEMENT (this "**Lease**") is entered into as of this 5th day of February, 2021 (the "**Effective Date**") by and between the **Menorah Campus, Inc.**, a New York not-for-profit corporation with a principal place of business at 2700 North Forest Road, Getzville, New York 14068 ("**Landlord**"), and **Amherst Glen Senior Apartments, Inc.**, a New York not-for-profit corporation with a principal place of business at 2700 North Forest Road, Getzville, New York 14068 ("**Tenant**"), under the following circumstances:

RECITALS:

A. Landlord and Tenant entered into that Ground Lease Agreement dated as of September 30, 2010 (the "**Original Ground Lease**"), whereby Landlord ground leased to Tenant certain real property generally located at 465 John James Audubon Parkway, Amherst, New York 14228, as more accurately described on Exhibit "A" attached hereto and part a part hereof (the "**Premises**").

B. Tenant has constructed and currently operates a low-income senior housing facility on the Premises commonly known as Amherst Glen Senior Apartments consisting of 50 apartment units (the "**Project**") pursuant to Section 202 ("**Section 202**") of the U.S. Department of Housing and Urban Development ("**HUD**") regulations.

C. Landlord and Tenant are parties to that certain Amended and Restated Agreement dated as of August 21, 2020 by and among Landlord, Tenant, Amherst Ridge Senior Apartments, Inc., a New York not-for-profit corporation, Amherst Towne Senior Apartments, Inc., a New York not-for-profit corporation, and Housing Preservation, Inc., a Texas non-profit corporation (the "**Agreement**").

D. In connection with the Agreement, Landlord and Tenant desire to enter into this Lease to amend and restate the Original Ground Lease in its entirety so that the terms and conditions of the Original Ground Lease are replaced in their entirety with the terms and conditions of this Lease.

NOW, THEREFORE, in consideration of these presents, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby enter into this Lease on the terms and conditions set forth herein.

ARTICLE I
DEMISE OF LEASEHOLD INTEREST

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, upon the terms and conditions stated herein.

ARTICLE II
PROJECT

Section 2.1 Project

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The parties acknowledge the Tenant has constructed on the Premises, at its sole expense, the Project, which is used solely by low-income seniors who meet the eligibility requirements of HUD Section 202.

Section 2.2 Compliance with Laws.

The Project shall comply with the requirements of all applicable laws, ordinances, codes, orders, rules and regulations of all governmental authorities, agencies or departments having jurisdiction over the Project (collectively, "**Governmental Authorities**") including, insofar as applicable, Landlord, HUD, and the Town of Amherst.

Section 2.3 Approvals, Permits and Licenses.

During the pendency of this Lease, Tenant, at its option, may seek various governmental approvals, permits, variances, and consents related to the Project. Landlord covenants and agrees to cooperate with Tenant and publicly support Tenant in connection with said efforts and to submit and/or execute such applications, submittals or requests promptly upon request by Tenant, at no cost to Landlord.

Section 2.4 Ownership of Project.

Landlord and Tenant acknowledge and agree that during the entire Term, Tenant shall be the owner of the Project, and as such Tenant shall be entitled to all depreciation deductions and low income housing tax credits or other benefits for income tax purposes relating to the Project.

Section 2.5 Dedication

Landlord shall, from time to time, upon written request of Tenant and/or any mortgagee of the Premises, grant and convey or join with Tenant in granting and conveying any and all easements, interests and/or dedications which are necessary to transfer or dedicate any utilities or other infrastructure now existing or hereafter constructed on, under or over the Premises or serving the Premises to appropriate public authorities or utility companies, and will, from time to time, do such other things, take such other actions and enter into any and all agreements which are necessary in furtherance of the foregoing. Landlord agrees to respond as promptly as is practicable to each request by Tenant for such easements, interest and/or dedications.

Section 2.6 Use of Leased Material.

From time to time during the Term hereof, various items of machinery, equipment, fixtures or furnishings to be used by Tenant or others in the use, occupancy and operation of buildings and other improvements on the Premises may be the property of others leased to Tenant or others for use by the latter. Nothing contained in this Lease shall alter or adversely affect the right, title and interest of the owner of such property in and to the same, and Landlord shall not be entitled to and shall not acquire, by reason of any provisions of this Lease, any right, title or interest in or to such leased property. Although the foregoing waiver and release shall be self-operative, upon request from time to time, Landlord shall execute a landlord's waiver, in form and substance reasonably acceptable to Landlord, in confirmation of the foregoing. Any tenant or subtenant shall be allowed

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to remove trade fixtures, furniture and equipment used in connection with the business of such tenant or subtenant conducted on the Premises.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

Section 3.1 Landlord's Representations and Warranties.

Landlord hereby represents and warrants to Tenant that, as of the Effective Date:

(a) Landlord owns fee simple, good and marketable title to the Premises, free and clear of all liens, charges, encumbrances, encroachments, easements, restrictions, leases, tenancies, occupancies or agreements and other matters affecting title, except for those matters disclosed to Tenant. The Premises are in compliance with all easements, restrictions and other matters of record affecting title as of the date hereof.

(b) Landlord has full right, power and authority to make, execute, deliver and perform its obligations under this Lease. Landlord has obtained and received all required and necessary consents and approvals to enter into this Lease with Tenant. The entry by Landlord into this Lease with Tenant and the performance of all of the terms, provisions and conditions contained herein does not and will not violate or cause a breach or default under any agreement or obligation to which Landlord is a party or by which it is bound.

(c) There are no tenants or other occupants of the Premises having any right or claim to possession or use of the Premises other than Tenant under the terms of this Lease.

(d) There is no action, suit, litigation or proceeding pending or, to Landlord's knowledge, threatened against Landlord which could prevent or impair Landlord's entry into this Lease and/or performance of its obligations hereunder.

(e) The person signing this Lease on behalf of Landlord is duly and validly authorized to do so.

(f) By virtue of that certain Declaration of Covenants, Conditions and Easements for Access, Ingress and Egress, Utility Lines and Parking and Overhead Canopy dated as of _____ and recorded in _____ (the "**Easement**"), Landlord has granted to Tenant a non-exclusive right of ingress, egress and regress over all roads now existing or hereafter constructed to and from the land described in Exhibit "A" to John James Audubon Parkway and North Forest Road and a non-exclusive right to use existing or future walkways on the lands conveyed to Landlord by Deed recorded in Liber 10970 of Deeds at page 3463 and on the lands conveyed to Landlord by Deed recorded in Liber 11007 of Deeds at page 1014. As of the Effective Date, Landlord represents that there are no existing defaults under the Easement.

Section 3.2 Tenant's Representations and Warranties.

Tenant hereby warrants and represents to Landlord that, as of the Effective Date:

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(a) Tenant is a duly organized, lawfully existing not-for-profit corporation and is in good standing under the laws of the State of New York.

(b) Tenant has the full right, power and authority to make, execute, deliver and perform its obligations under this Lease.

(c) Tenant's execution and delivery of this Lease has been authorized by all requisite action on the part of Tenant and its constituent partners, if any, and the execution and delivery of this Lease by Tenant and the performance of its obligations hereunder will not violate or contravene any agreement or obligation to which Tenant is a party or by which it is bound.

(d) There is no action, suit, litigation or proceeding pending or, to Tenant's knowledge, threatened against Tenant which could prevent or impair Tenant's entry into this Lease and/or performance of its obligations hereunder.

(e) The person signing this Lease on behalf of Tenant is duly and validly authorized to do so.

ARTICLE IV
TERM

The term of this Lease shall commence on the Effective Date and continue for a period of ninety-nine (99) years thereafter (the "**Term**").

ARTICLE V
RENT

Section 5.1 Total Rent.

In lieu of annual rent payment, Tenant shall make a one (1) time payment to Landlord in the sum of $1.00 ("**Total Rent**"). The parties acknowledge that Tenant has completed the payment of Total Rent to Landlord as of the Effective Date and that no additional rental payment of any kind is due or owed by Tenant to Landlord during the Term.

Section 5.2 Payments by Tenant.

Unless otherwise expressly set forth in this Lease, all costs, expenses, liabilities, charges or other deductions whatsoever with respect to the Premises and the construction, ownership, leasing, operation, maintenance, repair, rebuilding, use or occupation of the Premises or the Project or with respect to any interest of Landlord in the Premises or this Lease shall be the responsibility of Tenant.

ARTICLE VI
TAXES; OPERATING EXPENSES

Section 6.1 Taxes.

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Tenant will pay any real estate taxes, if any, that shall be assessed against the Premises or Fee Estate, if any, by any taxing authority and payments, if any, required by a cooperation agreement providing for payments in lieu of taxes, if any, which may be entered into by Tenant with the Town of Amherst or County of Erie. The parties acknowledge that as of the date of this Lease the Premises is exempt from real estate taxes but is not exempt from special assessments such as water and sewer district and the like. During the term of the Original Lease Landlord represents to Tenant that Landlord consistently paid these amounts and the Tenant consistently reimbursed Landlord 19.5% of such costs. Landlord shall continue to invoice Tenant for same as they come due, and Tenant shall reimburse Landlord within thirty (30) days after receipt of the invoice and any supporting details. In the event the Premises is no longer exempt from real estate taxes the Tenant shall reimburse Landlord all taxes assessed against the Premises within thirty (30) days after written notice from Landlord and receipt of all such tax invoices and any supporting details.

Section 6.2 Property Expenses.

Tenant will pay or cause to be paid all costs and expenses attributable to or incurred in connection with the operation, maintenance and repair of the Premises and the Project (collectively, "**Operating Expenses**").

Section 6.3 Contest.

Tenant may, without postponement of payment, bring proceedings for contesting the validity or amount of any tax, assessment, charge or other imposition, or to recover payments therefor, provided that: (i) such proceeding shall not alter, modify or relieve Tenant of any of Tenant's obligations hereunder to pay, or cause to be paid, any such item; (ii) such proceeding shall legally operate to prevent collection by any taxing authority of the item so contested and the non-payment of the item on the due date shall not result in or constitute grounds for seizure, sale or other disposition of the Premises, or any buildings or other improvements thereon, in satisfaction of the same; and (iii) Tenant shall be liable for and shall save Landlord harmless from and against any and all claims for any penalty, interest, fine or cost resulting from any such contest or proceeding and all attorneys' fees incurred by Tenant, or Landlord's attorneys' fees in any such contest or proceeding, so long as is deemed reasonable by Tenant. Landlord shall cooperate with Tenant with respect to such proceedings to the extent necessary.

ARTICLE VII
INSURANCE

Section 7.1 Tenant Indemnification.

To the extent caused by the negligent or willful act of Tenant, its employees, agents or contractors, or as otherwise waived and released herein, Tenant hereby agrees to indemnify and save harmless Landlord from and against any and all fines, claims, suits, actions, damages and/or causes of action (collectively called "**Claims**"), for any personal injury, loss of life and/or damage to property sustained in the Premises, Project or the appurtenances thereto resulting from or occasioned by Tenant's use or occupancy thereof and from and against all costs, counsel fees, expenses and liability incurred by reason of such Claims, investigation thereof, or the defense of

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any action or proceeding brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein.

Section 7.2 Insurance.

Tenant covenants and agrees that from and after the Effective Date, and during the Term of this Lease or any renewal thereof. Tenant will carry and maintain, at its sole cost and expense the following types of insurance, in the amount specified and in the form hereinafter provided for:

(a) Public Liability Insurance.

Tenant shall keep in full force and effect Commercial General Liability Insurance in respect to the use and occupation of its leased Premises, naming Landlord as Additional Insured with a per occurrence limit of One Million Dollars ($1,000,000.00) for bodily injury and property damage coverage together with an excess liability policy in the amount agreeable to Landlord for amounts of Three Million Dollars ($3,000,000.00). Tenant shall deposit a certificate of insurance thereof with Landlord. Said certificate will confirm the amount of insurance, the insuring company and the policy number and name Landlord as an additional insured. Said insurance company shall be Best's "A-" rated or better. Each insurance policy and certificate of insurance policy and certificate of insurance shall contain a provision providing that it shall not be canceled or reduced by Tenant or the insurance company without thirty (30) calendar days of written notice to Landlord of intention to cancel or reduce.

(b) Tenant's Project and Betterments.

Tenant shall at all times during the Term hereof maintain in full force and effect, All Risk Property Coverage policy or policies of insurance naming Tenant as insured party, covering all of Tenant's improvements and betterments in the Premises now existing or to be added, to the extent of ninety percent (90%) of their full replacement costs as updated from time to time during the Term of this Lease.

Said policy or policies shall provide protection against any perils included within the classification "All Risk Coverage" together with insurance coverage against sprinkler damage if the Premises are sprinklered, vandalism and malicious mischief.

The proceeds of Tenant's policy to the extent of the cost of any damage or loss to the Premises shall be used for the repair and replacement of the property damaged or destroyed.

(c) Additional Hazards.

Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by the Standard Form of All Risk Insurance Policy. Tenant agrees to pay all increases in premium for All Risk Coverage Insurance that may be charged during the Term of this Lease, or renewal period thereof, on the amount of any insurance which may be carried by Landlord due to Tenant's use of the Premises. Said additional premiums shall be payable by Tenant to Landlord upon ten (10) days written notice to Tenant.

(d) Blanket Policy.

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Tenant may maintain any of its required insurance under Blanket Policies of Insurance covering said Premises and any other premises of Tenant, provided that the coverage afforded will not be reduced or diminished by reason of the use of such Blanket Policy of insurance.

(e) The above mentioned insurance certifications are to be provided by Tenant for a period of not less than one (1) year. Thirty (30) days prior to the expiration of any said policy of Insurance the Tenant will deliver to the Landlord notice of any reduction or cancellation or a renewal of new policy to take the place of the policy expiring.

(f) Tenant shall notify Landlord in the event of any damage to persons or property occurring on the Premises from fire, accident or any other casualty.

ARTICLE VIII
USE PREMISES

Section 8.1 Permitted Use.

So long as this Lease remains in effect, Tenant will cause the Premises to be operated and maintained as a low-income senior housing facility pursuant to the requirements of HUD's Section 202, as amended from time to time, and any subsequent successor legislation or regulations thereunder.

Section 8.2 Compliance with Laws.

Tenant shall not use or occupy, or suffer or permit any portion of the Premises to be used or occupied in violation of any law, ordinance, order, rule, regulation, certificate of occupancy, or other governmental requirement. Tenant will comply with applicable laws and all rules, orders, regulations, and requirements of the board of fire underwriters or insurance service office, or any other similar body having jurisdiction over the Premises.

ARTICLE IX
ASSIGNMENTS AND TRANSFERS

Section 9.1 Permitted Transfer.

Tenant may sell, assign or sublease all or any part of its right, title and interest in and to this Lease and the Project, on terms and conditions acceptable to Tenant in its sole discretion, upon providing at least thirty (30) days' advance written notice to Landlord, provided that Tenant shall first obtain HUD approval for any sale, assignment or sublet by Tenant requiring HUD approval.

Section 9.2 Limitations on Notice Requirement.

Notwithstanding the foregoing Section 9.1, no notice to Landlord shall be required for the following actions:

(i) Any lease of any unit at the Project;

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(ii) Mortgage of Tenant's interest in the Premises and Project to any Leasehold Mortgagee, and transfer of the Premises and Project to such Leasehold Mortgagee by foreclosure or deed-in-lieu of foreclosure (or the leasehold equivalent thereof), or to a third-party purchaser pursuant to a foreclosure sale (or the leasehold equivalent thereof);

(iii) conveyance or dedication of land for use as streets, alleys, or other public rights-of-way, and grants and easements for the establishment, operation, and maintenance of utility services;

(iv) subordinate liens created in connection with purchase or financing of replacements or repairs necessary for the normal use and operation of the Premises and Project; and

(v) normal uses and encumbrances associated with the operation of the Premises and Project.

Section 9.3 Benefit.

Subject to the foregoing provisions of this Section, this Lease shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns in interest hereunder.

ARTICLE X
MAINTENANCE AND REPAIRS

Landlord shall have no responsibility to maintain the Project or to make repairs, restorations or replacements to the Project (including without limitation the heating, ventilating, air conditioning, mechanical, electrical, elevator or plumbing systems, structural roof, walls, foundations or the fixtures or appurtenances to the Project) except to the extent of the negligence or willful misconduct of Landlord, its agents, employees, invitees, visitors, or contractors, if any.

ARTICLE XI
ALTERATIONS; LIENS

Section 11.1 Consent Not Required.

Tenant may make any alterations, additions, or improvements to the Premises which are consistent with the Project without Landlord's prior written consent.

Section 11.2 No Liens

Tenant shall not have any right, authority or power to bind Landlord, the Premises or any other interest of Landlord in the Premises and will pay or cause to be paid all costs and charges for work done by it or caused to be done by it, in or to the Premises, for any claim for labor or material or for any other charge or expense, lien or security interest incurred in connection with the development, construction or operation of the Project or any change, alteration or addition thereto.

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ARTICLE XII
LEASEHOLD MORTGAGE REQUIREMENTS

Section 12.1 Future Fee Estate Mortgages. Landlord shall grant any future mortgages against the fee simple estate in the Premises (including the Project) (the "**Fee Estate**") as requested by Tenant, provided that Tenant shall be responsible for any and all associated closing costs. Except as provided in the previous sentence, Landlord shall not consent to any future mortgages or permit any future liens or encumbrances against the Fee Estate, the leasehold estate in the Premises held by Tenant under this Lease (the "**Leasehold Estate**"), or the Premises, or otherwise pledge, subordinate, assign or otherwise dispose of the Fee Estate or the Premises without the prior written consent of Tenant and all leasehold mortgagees. To the extent a future mortgage on the Fee Estate is permitted hereunder, such mortgage shall expressly provide that it is subordinate and subject to the Tenant's interest under this Lease.

Section 12.2 Non-Merger. Except as directed in writing by Tenant to Landlord, this Lease shall not terminate as to any leasehold mortgagee as a result of any conveyance of Landlord's interest hereunder to Tenant. Accordingly, if the Leasehold Estate and the Fee Estate in the Premises are commonly held, then they shall remain separate and distinct estates and this Lease shall not terminate unless directed otherwise by Tenant in writing. The Leasehold Estate and the Fee Estate shall not merge, and this Lease shall not terminate, without consent by Tenant and all leasehold mortgagees.

Section 12.3 Leasehold Mortgages. So long as HUD consent is obtained if and where legally required, Tenant may, upon providing advance written notice to Landlord, assign or mortgage this Lease (including without limitation, any options it contains) (a "**Leasehold Mortgage**") to any mortgagee. So long as HUD consent is obtained if and where legally required, Landlord shall cooperate with Tenant and any such mortgagees and covenants to execute such documents or instruments as is reasonably necessary to carry out Tenant's financing related to the Premises and Project, at Tenant's sole cost and expense. The parties acknowledge that Landlord's cooperation and execution may be required by HUD as a condition to receiving HUD's consent, and in such case, Landlord agrees to cooperate and execute such documents in contemplation of receiving HUD consent. In no event shall any such transaction create any financial or other obligation for Landlord which is not assumed by Tenant or in which Tenant does not agree to indemnify Landlord to Landlord's reasonable satisfaction.

Section 12.4 Notice to Leasehold Mortgagee. Landlord shall give to any Leasehold Mortgagee who has given Landlord written notice of its name and address, concurrently when delivered to Tenant, a duplicate copy of any and all notices Landlord delivers to Tenant in accordance with this Lease, including but not limited to any notice of default, notice of termination, or notice regarding any matter on which Landlord may predicate or claim a default. The term "**Leasehold Mortgagee**" as used in this Lease shall mean any party, its affiliates, successors and assigns, that has loaned money to Tenant and is named as beneficiary, mortgagee, secured party, or security holder in a security instrument creating a Leasehold Mortgage.

Section 12.5 Right of Leasehold Mortgagee to Cure Defaults. If an Event of Default occurs under Section 16.2 of this Lease, Landlord shall deliver written notice of the Event of Default to any Leasehold Mortgagee prior to exercising any rights or remedies available to Landlord under this

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Lease and each Leasehold Mortgagee shall be permitted an opportunity to (i) cure the Event of Default within one hundred eighty (180) days after receipt of written notice from Landlord; provided, however, if the nature of the breach is such that it cannot reasonably be cured by such Leasehold Mortgagee within the period of one hundred eighty (180) days, then Leasehold Mortgagee must have commenced with reasonable diligence to cure the same. If an Event of Default cannot be cured by any Leasehold Mortgagee, then the Leasehold Mortgagee then the Leasehold Mortgagee may pursue its foreclosure remedies under Section 12.6.

Section 12.6 Leasehold Mortgagee Foreclosure Rights. Notwithstanding anything herein to the contrary, any Leasehold Mortgagee may forestall the exercise of any remedies by Landlord under this Lease for an Event of Default by commencing proceedings to foreclose the Leasehold Mortgage and Landlord expressly acknowledges that it may not terminate this Lease. In the event that any Leasehold Mortgagee forecloses on the Leasehold Mortgage or that this Lease terminates for any reason, including because of a rejection of the Lease during a bankruptcy proceeding, then upon written request from any Leasehold Mortgagee, Landlord agrees to enter into a new ground lease agreement with the Leasehold Mortgagee as tenant upon substantially the same terms and conditions as set forth in this Lease.

ARTICLE XIII
SURRENDER

At the end of this Lease (whether upon the expiration date or earlier termination), Tenant will surrender the Premises, together with the Project in their then "as-is" condition. Tenant may remove any personal property, movable equipment or furniture from the Premises.

ARTICLE XIV
CASUALTY; CONDEMNATION

Section 14.1 Damage or Destruction to Premises.

Tenant shall give prompt written notice to Landlord after the occurrence of any fire, earthquake, act of God or other casualty to or in connection with the Premises, the Project or any portion thereof. If during the Term, the Project shall be damaged or destroyed by casualty, Tenant shall elect to either repair or restore the Project or it may terminate this Lease as of a date that is not less than thirty (30) days after the date of such notice.

Section 14.2 Condemnation.

(a) If, by exercise of the right of eminent domain or by conveyance made in response to the threat of the exercise of such right (in either case a "**Taking**"), all of the Premises are taken, or if so much of the Premises are taken that in Tenant's reasonable judgment, the Premises cannot be used by Tenant for the purposes for which they were used immediately before the Taking, then this Lease shall, at Tenant's sole option, terminate on the earlier of the vesting of title to the Premises in the condemning authority, or the taking of possession of the Premises by the condemning authority.

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(b) Landlord and Tenant agree that, in the event of a Taking that does not result in the termination of this Lease pursuant to this Article, this Lease shall continue in effect as to the remainder of the Premises.

(c) In the event of any Taking, Landlord and Tenant agree that Tenant shall be entitled to the entire condemnation award, subject to any applicable requirements of any Leasehold Mortgage.

(d) If there shall be a temporary Taking with respect to all or any part of the Premises or of Tenant's interest in this Lease, then the Term shall not be reduced and Tenant shall continue to pay in full all rents, impositions and other charges required herein, without reduction or abatement thereof at the times herein specified; provided, however, that Tenant shall not be required to perform such obligations that Tenant is prevented from performing by reason of such temporary Taking.

(e) If any Leasehold Mortgage exists, the Leasehold Mortgagee(s), to the extent permitted by law, shall be made a party to any Taking proceeding.

ARTICLE XV
QUIET ENJOYMENT

Tenant's possession of the Premises shall not be disturbed by Landlord, its successors or assigns.

ARTICLE XVI
DEFAULT REMEDIES

Section 16.1 Landlord's Right to Perform.

(a) Landlord's Option. If Tenant fails to pay when due amounts payable under this Lease or to perform any of its other obligations under this Lease within the time permitted for its performance, then Landlord, after fifteen (15) days' prior written notice to Tenant and without waiving any of its rights under this Lease, may (but will not be required to) pay such amount or perform such obligation.

(b) Additional Rent. All amounts so paid by Landlord and all reasonable out-of-pocket costs and expenses including reasonable legal fees, incurred by Landlord in connection with the performance of any such obligations will be payable by Tenant to Landlord within thirty (30) days after demand and shall constitute "Additional Rent" with interest thereon at the rate of ten percent (10%) per annum from the date of Landlord's having made each such payment or incurred each such cost or expense, shall be payable by Tenant to Landlord. Landlord shall provide Tenant with invoices and other reasonable evidence of the amounts paid or incurred by Landlord in connection with its exercise of its rights pursuant to this Article.

Section 16.2 Events of Default.

At the option of Landlord, the occurrence of any of the following events shall constitute an "**Event of Default**" by Tenant:

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(a) Tenant defaults in the due and punctual payment of any Additional Rent, and such default continues for ninety (90) days after receipt of written notice from Landlord; and

(b) Tenant breaches any of the other agreements, terms, covenants, or conditions which this Lease requires Tenant to perform, and such breach continues for a period of one hundred eighty (180) days after receipt of written notice from Landlord; provided, however, if the nature of the breach is such that it cannot reasonably be cured by Tenant within the period of one hundred eighty (180) days, then Tenant shall not be deemed in default of this Lease if Tenant commences the curing of such default within such period of one hundred eighty (180) days and prosecutes in good faith to cure the same.

Section 16.3 Remedies for Lease Violations.

If one (1) or more Events of Default set forth in Section 16.2 shall occur, then Landlord may, as its sole and exclusive remedy under this Lease, at law and in equity, elect to: (i) upon providing thirty (30) days' advance written notice to Tenant, subject to HUD approval, to the extent required, transfer title to the fee estate of the Premises to Tenant; (ii) seek specific performance of Tenant's obligations under the Lease; or (iii) seek reimbursement from Tenant under Section 16.1(a).

Section 16.4 Excusable Delays.

Tenant shall not be in default hereunder if a delay in Tenant's performance of its obligations hereunder arises from unforeseeable causes beyond the reasonable control and without the fault or negligence of Tenant. Examples of such causes include (a) acts of God, or public enemy, (b) acts or failure to act of Landlord, HUD, or other governmental entity in either its sovereign or contractual capacity, (c) acts or failure to act of another contractor in the performance of a contract with Landlord, (d) fires, (e) floods, (f) pandemics and epidemics, (g) quarantine restrictions, (h) strikes or labor disputes, (i) freight embargoes, (j) unusually severe weather, (k) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Tenant and the subcontractors or suppliers, (l) delays caused by litigation, (m) unusual disruptions in financial markets, and (n) terrorist attacks.

Section 16.5 Tenant's Right to Perform.

(a) Right to Perform Covenants. If Landlord shall, at any time, fail to perform any of its obligations hereunder or be in breach of any of its representations and warranties herein, Tenant shall, except in the event of an emergency, provide Landlord with notice of such default, and if Landlord does not commence action to cure any such default within the time period specified below after the giving of such notice, or immediately, in the event of an emergency, then Tenant may, without any obligation so to do and without waiving or releasing any obligation of Landlord contained in this Lease, take such actions and make such payments as may be necessary or appropriate to fulfill Landlord's obligations or otherwise cure any default of Landlord hereunder. In cases of emergency, Tenant shall nevertheless make reasonable efforts to provide notice of default to Landlord. Where no emergency exists, and after giving notice to Landlord, Tenant shall allow Landlord ten (10) days to commence a cure, unless Tenant's interests would be jeopardized

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by such delay, in which event Tenant shall allow such shorter time period as it may specify in its notice to Landlord.

(b) Costs and Expenses. All reasonable sums so paid by Tenant and all reasonable costs and expenses incurred by Tenant in connection with the performance of any of the obligations of Landlord hereunder, or on account of any breach by Landlord of its representations and warranties herein, together with reasonable attorneys' fees incurred by Tenant in connection therewith or in enforcing its rights hereunder, and together with interest thereon at the rate of fifteen percent (15%) per annum from the date of Tenant's having made each such payment or incurred each such cost or expense, shall be payable by Landlord to Tenant. Tenant shall provide Landlord with invoices and other reasonable evidence of the amounts paid or incurred by Tenant in connection with its exercise of its rights pursuant to this Article.

ARTICLE XVII
HUD PROVISIONS

Section 17.1 HUD Provisions

Notwithstanding any other provisions of this Lease, if and so long as this leasehold is subject to a Section 202 Mortgage held by the Secretary of HUD, or given to the Secretary of HUD in connection with a resale, or the Premises are acquired and held by him because of a default under said mortgage:

(a) The Tenant is authorized to obtain a Section 202 Capital Advance from the Secretary of HUD, secured by a mortgage on this leasehold estate. Tenant is further authorized to execute a mortgage on the leasehold and otherwise to comply with the requirements of HUD for obtaining a mortgage.

(b) The Secretary of HUD, or his successors in office, shall have the option in the event that he or his successor in office shall acquire title to the leasehold estate, to purchase good and marketable fee title to the Premises, free of all liens and encumbrances except such as may be waived or accepted by him or his successor in office, within twelve (12) months after so acquiring the leasehold estate, for the sum of $123,000 payable in cash or by certified or U.S. Treasury check, provided all rents are paid to date of transfer of title, upon first giving sixty (60) days written notice to the Landlord or other person or corporation who may then be the owner of the fee, and the owner of the fee shall thereupon execute and deliver to the Secretary, or his successor in office, a deed of conveyance to the Premises, containing a covenant against the grantor's acts, but excepting therefrom such acts of the Tenant and those claiming by through or under the holder of the leasehold estate. Nothing in this option shall require the Landlord to pay any taxes or assessments which were due and payable by the Tenant.

(c) If approved by the Secretary of HUD, Tenant may assign, transfer or sell its interest in the Premises.

(d) (i) Insurance policies shall be in an amount, and by such companies, and in such form, and against such risks and hazards, as shall be required by the mortgagee and/or the Secretary of HUD,

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(ii) The Landlord shall not take out separate insurance concurrent in form or contributing in the event of loss with that specifically required to be furnished by the Tenant to HUD. The Landlord may at its own expense, however, take out separate insurance which is not concurrent in form or not contributing in the event of loss with that specifically required to be,

(e) (i) If all or any part of the Premises shall be taken by condemnation that portion of any award attributable to improvements, or damage to the improvements, shall be paid to the mortgagee or otherwise disposed of as may be provided in the mortgage. Any portion of the award attributable solely to the taking of the land shall be paid to the Landlord. After the date of taking, the annual ground rent shall be reduced ratably by the proportion which the award paid to the Landlord bears to the total value of the land as established by the amount of the Secretary of HUD would be required to pay upon acquisition of the fee.

(ii) In the event of a negotiated sale of all or any portion of the Premises in lieu of condemnation, the proceeds shall be distributed and ground rents reduced as provided in cases of condemnation, but the approval of the Secretary of HUD shall be required as to the amount and division of the payment to be received.

(f) The Landlord agrees that, within ten (10) days after receipt of written request from the Tenant, it will join in any authorizations required by any governmental or other body claiming jurisdiction in connection with any work which the Tenant may do hereunder, and will also join in any grants for easements for electric, telephone, gas, water, sewer and such other public utilities and facilities as may be reasonably necessary in the operation of the demised premises or of any improvements that may be erected thereon, and if at the expiration of ten (10) day's period, the Landlord shall not have joined in any such application, or grants for easements, the Tenant shall have the right to execute such application and grants in the name of the Landlord, and, for that purpose, the Landlord hereby irrevocably appoints the Tenant as its Attorney-in-fact to execute such papers on behalf of the Landlord,

(g) Nothing in this lease contained shall require the Tenant to pay any franchise, estate, inheritance, succession, capital levy or transfer tax, or any other tax, assessment, charge or levy upon the rent payable by the Landlord under this lease,

(h) Upon any default under this lease which authorizes the cancellation thereof by the Landlord, Landlord shall give notice to the Secretary of HUD, and the Secretary of HUD, his successors and assigns, shall have the right any time within six (6) months from the date of such notice to correct the default and reinstate the lease unless Landlord has first terminated the lease as provided herein.

At any time after two (2) months from the date a notice of default is given to the Secretary of HUD, the Landlord may elect to terminate the lease and acquire possession of the demised premises. Upon acquiring possession of the Premises, Landlord shall notify the Secretary. The Secretary shall have six (6) months from the date of such notice of acquisition to elect to take a new lease on the Premises. Such new lease shall have a term equal to the unexpired portion of the term of this lease and shall be on the same terms and conditions as contained in this lease, except that the Secretary's liability for ground rent shall not extend beyond his occupancy under such lease. The Landlord shall tender such new lease to the secretary within thirty (30) days after a

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request for such lease and shall deliver possession of the demised premises immediately upon execution of the new lease. Upon executing a new lease, the Secretary shall pay to Landlord any unpaid ground rentals due or that would have become due under this lease to the date of execution of the new lease, including any taxes which were liens on Premises and which were paid by Landlord, less any net rentals or other income which Landlord may have received on account of this property since the date of default under the lease.

(i) All notices, demands and requests which are required to be given by tire Landlord, the Tenant, or the Secretary shall be in writing and shall be sent by registered or certified mail, postage prepaid, and addressed to: U.S, Department of Housing and Urban Development, Buffalo Regional Office, Lafayette Court, 465 Main Street, Buffalo, N.Y. 14203 unless a request for a change in this address has been sent to the party giving the notice by registered or certified mail prior to the time when such notice is given.

(j) This Lease shall not be modified without the consent of the Secretary of HUD.

ARTICLE XVIII
MISCELLANEOUS

Section 18.1 No Brokers.

Neither Landlord nor Tenant has dealt with any broker or finder with regard to the Premises or this Lease. Both Landlord and Tenant will indemnify, defend and hold the other harmless from and against any loss, liability and expense (including attorneys' fees and court costs) arising out of claims for fees or commissions in connection with this Lease.

Section 18.2 Time of Essence.

Time is of the essence of each and every provision of this Lease, but subject always to the provisions of Section 16.4, "Excusable Delays."

Section 18.3 No Waiver.

No waiver of any condition or agreement in this Lease by either Landlord or Tenant will imply or constitute a further waiver by such party of the same or any other condition or agreement. No act or thing done by Landlord or Landlord's agents during the Term will be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender will be valid unless in writing signed by Landlord. No payment by Tenant, nor receipt from Landlord, of a lesser amount than the Rent, Additional Rent, or other charges or fees due as stipulated in this Lease will be deemed to be anything other than a payment on account of the same, and to the earliest due of the same. No endorsement or statement on any check, or any letter accompanying any check or payment as Rent, will be deemed an accord and satisfaction. Landlord will accept such check for payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other remedy available to Landlord. If this Lease is assigned, or if the Premises or any part of the Premises are sublet or occupied by anyone other than Tenant, Landlord may collect rent from the assignee, subtenant, or occupant and apply the net amount collected to the Rent reserved in this Lease. No such collection will be deemed a waiver of the covenant in this Lease against

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assignment and subletting, or the acceptance of the assignee, subtenant, or occupant as Tenant, or a release of Tenant from the complete performance by Tenant of its covenants in this Lease.

Section 18.4 Captions; Exhibits; Gender; Etc.

The captions are inserted in this Lease only for convenience of reference and do not define, limit, or describe the scope or intent of any provisions of this Lease. The exhibits to this Lease are incorporated into this Lease and are a part hereof. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another.

Section 18.5 Entire Agreement.

This Lease expressly amends, restates and supersedes the Original Ground Lease in its entirety so that the Original Ground Lease is of no further force and effect. This Lease, including all attached exhibits, contains the entire agreement between Landlord and Tenant with respect to its subject matter. Except for those which are specifically set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to one another with respect to this Lease. In the event of any inconsistency or ambiguity between this Lease and the documents executed in connection with any Leasehold Mortgage, this Lease shall control. In the event of any inconsistency between this Lease and the HUD Section 202 regulations, then the HUD Section 202 regulations shall control.

Section 18.6 Amendment.

This Lease can be amended only by a written document agreed to and signed by Landlord and Tenant (subject to the rights of HUD, and/or any Leasehold Mortgagee, as applicable). Landlord's consent shall not be required for amendments made with the consent of HUD so long as the amendment does not increase Landlord's obligations under this Lease.

Section 18.7 Severability.

If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected and shall continue in full force and effect; and in lieu of each provision found to be illegal, invalid, or unenforceable, there will be added to this Lease a provision as similar to such illegal, invalid, or unenforceable provision as may be possible.

Section 18.8 Notices.

Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease shall be in writing and sent or served at the addresses first listed above and shall be deemed given when received, if (i) delivered by hand, (ii) sent by registered or certified mail, return receipt requested, or (iii) sent by recognized overnight delivery service such as Federal Express. A party may change its address by giving written notice to the other party as specified herein.

Section 18.9 Governing Law and Venue.

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This Lease will be governed by and construed in accordance with the internal laws of the State of New York.

Section 18.10 Binding Effect.

This Lease will inure to the benefit of, and will be binding upon, Landlord's successors and assigns except as otherwise provided in this Lease. This Lease will inure to the benefit of, and will be binding upon. Tenant's successors and assigns so long as the succession or assignment is permitted pursuant to the terms of this Lease.

Section 18.11 Cumulative Rights.

Except as expressly limited by the terms of this Lease, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

Section 18.12 Relationship of Parties, No Third Party Beneficiary.

The parties hereto expressly declare that, in connection with the activities and operations contemplated by this Lease, they are neither partners nor joint venturers.

Section 18.13 Counterparts.

This Agreement may be executed in counterparts and all such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

Section 18.14 Non-Recourse.

Notwithstanding any provision hereof to the contrary, or any other express or implied agreement between the parties, or any act or course of conduct hereunder, the obligations of the parties set forth herein shall solely be those of the entities named in the first paragraph of this Lease, and no officer, director, shareholder, member, employee or agent of any party hereto shall have any personal liability whatsoever under this Lease, it being understood and agreed that Landlord shall look solely to the assets of the Tenant for recourse hereunder.

Section 18.15 Cooperation.

Landlord and Tenant agree that they will cooperate with one another in all respects in furtherance of the Project. In particular, Landlord recognizes that the nature of the process and the varied sources of project funding make it extremely difficult to anticipate every potential provision which may be required in this Lease. From time to time, Tenant may request modifications to the Lease to satisfy the requirements of financing sources including, without limitation, government agencies and private lenders and equity sources. Landlord will use all reasonable efforts to accommodate such requests and will not unreasonably withhold or delay its approval and execution of modifications to this Lease which do not materially and adversely alter the basic terms hereof. Nothing herein shall impose upon Landlord any requirement to approve any modification or amendment to the Lease which would violate or contravene any applicable laws or any contract or agreement to which Landlord is a party or which is binding on Landlord. Landlord agrees that it will, upon request of Tenant, from time to time, enter into an amended and restated lease

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IN WITNESS WHEREOF, and intending to be legally bound hereby, Landlord and Tenant have executed this Amended and Restated Ground Lease as of the Effective Date.

LANDLORD:

MENORAH CAMPUS, INC.,
a New York not-for-profit corporation

By: _____
Robert T. Mayer,
CEO

TENANT:

AMHERST GLEN SENIOR APARTMENTS, INC., a New York not-for-profit corporation

By: _____
Name: Robert T. Mayer,
President

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EXHIBIT A

PREMISES

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. 75, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a point in the westerly line of John James Audubon Parkway (as a 160 foot wide road) at its intersection with the south line of deed filed in the Erie County Clerk's Office in Liber 9820 of Deeds at page 76;
Thence westerly along the south line of said Liber 9820 of Deeds at page 76, at a bearing of S 89° 17' 59" W, a distance of 530.00 feet to a point;

Thence southerly along a line at a bearing of S 00° 42' 01" E, a distance of 130.00 feet to a point;

Thence easterly along a line at a bearing of N 89° 17' 59" E, a distance of 35,00 feet to the True Point and Place of Beginning;

Thence southerly along a line at a bearing of S 00° 42' 01" E, a distance of 308,40 feet to a point;
Thence westerly along a line at a bearing of S 89° 17' 59" W, a distance of 212.35 feet to a point;

Thence northerly along a line at a bearing of N 00° 42' 01" W, a distance of 308.40 feet to a point;

Thence easterly along a line at a bearing of N 89° 17' 59" E, a distance of 212.35 feet to the True Point and Place of Beginning.

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AMENDED AND RESTATED GROUND LEASE AGREEMENT

THIS AMENDED AND RESTATED GROUND LEASE AGREEMENT (this "**Lease**") is entered into as of this 5th day of February, 2021 (the "**Effective Date**") by and between the **Menorah Campus, Inc.**, a New York not-for-profit corporation with a principal place of business at 2700 North Forest Road, Getzville, New York 14068 ("**Landlord**"), and **Amherst Ridge Senior Apartments, Inc.**, a New York not-for-profit corporation with a principal place of business at 2700 North Forest Road, Getzville, New York 14068 ("**Tenant**"), under the following circumstances:

RECITALS:

A. Landlord and Tenant entered into that Ground Lease Agreement dated as of September 30, 2010 (the "**Original Ground Lease**"), whereby Landlord ground leased to Tenant certain real property generally located at 467 John James Audubon Parkway, Amherst, New York 14228, as more accurately described on Exhibit "A" attached hereto and part a part hereof (the "**Premises**").

B. Tenant has constructed and currently operates a low-income senior housing facility on the Premises commonly known as Amherst Ridge Senior Apartments consisting of 50 apartment units (the "**Project**") pursuant to Section 202 ("**Section 202**") of the U.S. Department of Housing and Urban Development ("**HUD**") regulations.

C. Landlord and Tenant are parties to that certain Amended and Restated Agreement dated as of August 21, 2020 by and among Landlord, Tenant, Amherst Glen Senior Apartments, Inc., a New York not-for-profit corporation, Amherst Towne Senior Apartments, Inc., a New York not-for-profit corporation, and Housing Preservation, Inc., a Texas non-profit corporation (the "**Agreement**").

D. In connection with the Agreement, Landlord and Tenant desire to enter into this Lease to amend and restate the Original Ground Lease in its entirety so that the terms and conditions of the Original Ground Lease are replaced in their entirety with the terms and conditions of this Lease.

NOW, THEREFORE, in consideration of these presents, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby enter into this Lease on the terms and conditions set forth herein.

ARTICLE I
DEMISE OF LEASEHOLD INTEREST

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, upon the terms and conditions stated herein.

ARTICLE II
PROJECT

Section 2.1 Project

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The parties acknowledge the Tenant has constructed on the Premises, at its sole expense, the Project, which is used solely by low-income seniors who meet the eligibility requirements of HUD Section 202.

Section 2.2 Compliance with Laws.

The Project shall comply with the requirements of all applicable laws, ordinances, codes, orders, rules and regulations of all governmental authorities, agencies or departments having jurisdiction over the Project (collectively, "**Governmental Authorities**") including, insofar as applicable, Landlord, HUD, and the Town of Amherst.

Section 2.3 Approvals, Permits and Licenses.

During the pendency of this Lease, Tenant, at its option, may seek various governmental approvals, permits, variances, and consents related to the Project. Landlord covenants and agrees to cooperate with Tenant and publicly support Tenant in connection with said efforts and to submit and/or execute such applications, submittals or requests promptly upon request by Tenant, at no cost to Landlord.

Section 2.4 Ownership of Project.

Landlord and Tenant acknowledge and agree that during the entire Term, Tenant shall be the owner of the Project, and as such Tenant shall be entitled to all depreciation deductions and low income housing tax credits or other benefits for income tax purposes relating to the Project.

Section 2.5 Dedication

Landlord shall, from time to time, upon written request of Tenant and/or any mortgagee of the Premises, grant and convey or join with Tenant in granting and conveying any and all easements, interests and/or dedications which are necessary to transfer or dedicate any utilities or other infrastructure now existing or hereafter constructed on, under or over the Premises or serving the Premises to appropriate public authorities or utility companies, and will, from time to time, do such other things, take such other actions and enter into any and all agreements which are necessary in furtherance of the foregoing. Landlord agrees to respond as promptly as is practicable to each request by Tenant for such easements, interest and/or dedications.

Section 2.6 Use of Leased Material.

From time to time during the Term hereof, various items of machinery, equipment, fixtures or furnishings to be used by Tenant or others in the use, occupancy and operation of buildings and other improvements on the Premises may be the property of others leased to Tenant or others for use by the latter. Nothing contained in this Lease shall alter or adversely affect the right, title and interest of the owner of such property in and to the same, and Landlord shall not be entitled to and shall not acquire, by reason of any provisions of this Lease, any right, title or interest in or to such leased property. Although the foregoing waiver and release shall be self-operative, upon request from time to time, Landlord shall execute a landlord's waiver, in form and substance reasonably acceptable to Landlord, in confirmation of the foregoing. Any tenant or subtenant shall be allowed

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to remove trade fixtures, furniture and equipment used in connection with the business of such tenant or subtenant conducted on the Premises.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

Section 3.1 Landlord's Representations and Warranties.

Landlord hereby represents and warrants to Tenant that, as of the Effective Date:

(a) Landlord owns fee simple, good and marketable title to the Premises, free and clear of all liens, charges, encumbrances, encroachments, easements, restrictions, leases, tenancies, occupancies or agreements and other matters affecting title, except for those matters disclosed to Tenant. The Premises are in compliance with all easements, restrictions and other matters of record affecting title as of the date hereof.

(b) Landlord has full right, power and authority to make, execute, deliver and perform its obligations under this Lease. Landlord has obtained and received all required and necessary consents and approvals to enter into this Lease with Tenant. The entry by Landlord into this Lease with Tenant and the performance of all of the terms, provisions and conditions contained herein does not and will not violate or cause a breach or default under any agreement or obligation to which Landlord is a party or by which it is bound.

(c) There are no tenants or other occupants of the Premises having any right or claim to possession or use of the Premises other than Tenant under the terms of this Lease.

(d) There is no action, suit, litigation or proceeding pending or, to Landlord's knowledge, threatened against Landlord which could prevent or impair Landlord's entry into this Lease and/or performance of its obligations hereunder.

(e) The person signing this Lease on behalf of Landlord is duly and validly authorized to do so.

(f) By virtue of that certain Declaration of Covenants, Conditions and Easements for Access, Ingress and Egress, Utility Lines and Parking and Overhead Canopy dated as of _____ and recorded in _____ (the "**Easement**"), Landlord has granted to Tenant a non-exclusive right of ingress, egress and regress over all roads now existing or hereafter constructed to and from the land described in Exhibit "A" to John James Audubon Parkway and North Forest Road and a non-exclusive right to use existing or future walkways on the lands conveyed to Landlord by Deed recorded in Liber 10970 of Deeds at page 3463 and on the lands conveyed to Landlord by Deed recorded in Liber 11007 of Deeds at page 1014. As of the Effective Date, Landlord represents that there are no existing defaults under the Easement.

Section 3.2 Tenant's Representations and Warranties.

Tenant hereby warrants and represents to Landlord that, as of the Effective Date:

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(a) Tenant is a duly organized, lawfully existing not-for-profit corporation and is in good standing under the laws of the State of New York.

(b) Tenant has the full right, power and authority to make, execute, deliver and perform its obligations under this Lease.

(c) Tenant's execution and delivery of this Lease has been authorized by all requisite action on the part of Tenant and its constituent partners, if any, and the execution and delivery of this Lease by Tenant and the performance of its obligations hereunder will not violate or contravene any agreement or obligation to which Tenant is a party or by which it is bound.

(d) There is no action, suit, litigation or proceeding pending or, to Tenant's knowledge, threatened against Tenant which could prevent or impair Tenant's entry into this Lease and/or performance of its obligations hereunder.

(e) The person signing this Lease on behalf of Tenant is duly and validly authorized to do so.

ARTICLE IV
TERM

The term of this Lease shall commence on the Effective Date and continue for a period of ninety-nine (99) years thereafter (the "**Term**").

ARTICLE V
RENT

Section 5.1 Total Rent.

In lieu of annual rent payment, Tenant shall make a one (1) time payment to Landlord in the sum of $1.00 ("**Total Rent**"). The parties acknowledge that Tenant has completed the payment of Total Rent to Landlord as of the Effective Date and that no additional rental payment of any kind is due or owed by Tenant to Landlord during the Term.

Section 5.2 Payments by Tenant.

Unless otherwise expressly set forth in this Lease, all costs, expenses, liabilities, charges or other deductions whatsoever with respect to the Premises and the construction, ownership, leasing, operation, maintenance, repair, rebuilding, use or occupation of the Premises or the Project or with respect to any interest of Landlord in the Premises or this Lease shall be the responsibility of Tenant.

ARTICLE VI
TAXES; OPERATING EXPENSES

Section 6.1 Taxes.

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Tenant will pay any real estate taxes, if any, that shall be assessed against the Premises or Fee Estate, if any, by any taxing authority and payments, if any, required by a cooperation agreement providing for payments in lieu of taxes, if any, which may be entered into by Tenant with the Town of Amherst or County of Erie. The parties acknowledge that as of the date of this Lease the Premises is exempt from real estate taxes but is not exempt from special assessments such as water and sewer district and the like. During the term of the Original Lease Landlord represents to Tenant that Landlord consistently paid these amounts and the Tenant consistently reimbursed Landlord 18% of such costs. Landlord shall continue to invoice Tenant for same as they come due, and Tenant shall reimburse Landlord within thirty (30) days after receipt of the invoice and any supporting details. In the event the Premises is no longer exempt from real estate taxes the Tenant shall reimburse Landlord all taxes assessed against the Premises within thirty (30) days after written notice from Landlord and receipt of all such tax invoices and any supporting details.

Section 6.2 Property Expenses.

Tenant will pay or cause to be paid all costs and expenses attributable to or incurred in connection with the operation, maintenance and repair of the Premises and the Project (collectively, "**Operating Expenses**").

Section 6.3 Contest.

Tenant may, without postponement of payment, bring proceedings for contesting the validity or amount of any tax, assessment, charge or other imposition, or to recover payments therefor, provided that: (i) such proceeding shall not alter, modify or relieve Tenant of any of Tenant's obligations hereunder to pay, or cause to be paid, any such item; (ii) such proceeding shall legally operate to prevent collection by any taxing authority of the item so contested and the non-payment of the item on the due date shall not result in or constitute grounds for seizure, sale or other disposition of the Premises, or any buildings or other improvements thereon, in satisfaction of the same; and (iii) Tenant shall be liable for and shall save Landlord harmless from and against any and all claims for any penalty, interest, fine or cost resulting from any such contest or proceeding and all attorneys' fees incurred by Tenant, or Landlord's attorneys' fees in any such contest or proceeding, so long as is deemed reasonable by Tenant. Landlord shall cooperate with Tenant with respect to such proceedings to the extent necessary.

ARTICLE VII
INSURANCE

Section 7.1 Tenant Indemnification.

To the extent caused by the negligent or willful act of Tenant, its employees, agents or contractors, or as otherwise waived and released herein, Tenant hereby agrees to indemnify and save harmless Landlord from and against any and all fines, claims, suits, actions, damages and/or causes of action (collectively called "**Claims**"), for any personal injury, loss of life and/or damage to property sustained in the Premises, Project or the appurtenances thereto resulting from or occasioned by Tenant's use or occupancy thereof and from and against all costs, counsel fees, expenses and liability incurred by reason of such Claims, investigation thereof, or the defense of

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any action or proceeding brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein.

Section 7.2 Insurance.

Tenant covenants and agrees that from and after the Effective Date, and during the Term of this Lease or any renewal thereof. Tenant will carry and maintain, at its sole cost and expense the following types of insurance, in the amount specified and in the form hereinafter provided for:

(a) Public Liability Insurance.

Tenant shall keep in full force and effect Commercial General Liability Insurance in respect to the use and occupation of its leased Premises, naming Landlord as Additional Insured with a per occurrence limit of One Million Dollars ($1,000,000.00) for bodily injury and property damage coverage together with an excess liability policy in the amount agreeable to Landlord for amounts of Three Million Dollars ($3,000,000.00). Tenant shall deposit a certificate of insurance thereof with Landlord. Said certificate will confirm the amount of insurance, the insuring company and the policy number and name Landlord as an additional insured. Said insurance company shall be Best's "A-" rated or better. Each insurance policy and certificate of insurance policy and certificate of insurance shall contain a provision providing that it shall not be canceled or reduced by Tenant or the insurance company without thirty (30) calendar days of written notice to Landlord of intention to cancel or reduce.

(b) Tenant's Project and Betterments.

Tenant shall at all times during the Term hereof maintain in full force and effect, All Risk Property Coverage policy or policies of insurance naming Tenant as insured party, covering all of Tenant's improvements and betterments in the Premises now existing or to be added, to the extent of ninety percent (90%) of their full replacement costs as updated from time to time during the Term of this Lease.

Said policy or policies shall provide protection against any perils included within the classification "All Risk Coverage" together with insurance coverage against sprinkler damage if the Premises are sprinklered, vandalism and malicious mischief.

The proceeds of Tenant's policy to the extent of the cost of any damage or loss to the Premises shall be used for the repair and replacement of the property damaged or destroyed.

(c) Additional Hazards.

Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by the Standard Form of All Risk Insurance Policy. Tenant agrees to pay all increases in premium for All Risk Coverage Insurance that may be charged during the Term of this Lease, or renewal period thereof, on the amount of any insurance which may be carried by Landlord due to Tenant's use of the Premises. Said additional premiums shall be payable by Tenant to Landlord upon ten (10) days written notice to Tenant.

(d) Blanket Policy.

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Tenant may maintain any of its required insurance under Blanket Policies of Insurance covering said Premises and any other premises of Tenant, provided that the coverage afforded will not be reduced or diminished by reason of the use of such Blanket Policy of insurance.

(e) The above mentioned insurance certifications are to be provided by Tenant for a period of not less than one (1) year. Thirty (30) days prior to the expiration of any said policy of Insurance the Tenant will deliver to the Landlord notice of any reduction or cancellation or a renewal of new policy to take the place of the policy expiring.

(f) Tenant shall notify Landlord in the event of any damage to persons or property occurring on the Premises from fire, accident or any other casualty.

ARTICLE VIII
USE PREMISES

Section 8.1 Permitted Use.

So long as this Lease remains in effect, Tenant will cause the Premises to be operated and maintained as a low-income senior housing facility pursuant to the requirements of HUD's Section 202, as amended from time to time, and any subsequent successor legislation or regulations thereunder.

Section 8.2 Compliance with Laws.

Tenant shall not use or occupy, or suffer or permit any portion of the Premises to be used or occupied in violation of any law, ordinance, order, rule, regulation, certificate of occupancy, or other governmental requirement. Tenant will comply with applicable laws and all rules, orders, regulations, and requirements of the board of fire underwriters or insurance service office, or any other similar body having jurisdiction over the Premises.

ARTICLE IX
ASSIGNMENTS AND TRANSFERS

Section 9.1 Permitted Transfer.

Tenant may sell, assign or sublease all or any part of its right, title and interest in and to this Lease and the Project, on terms and conditions acceptable to Tenant in its sole discretion, upon providing at least thirty (30) days' advance written notice to Landlord, provided that Tenant shall first obtain HUD approval for any sale, assignment or sublet by Tenant requiring HUD approval.

Section 9.2 Limitations on Notice Requirement.

Notwithstanding the foregoing Section 9.1, no notice to Landlord shall be required for the following actions:

(i) Any lease of any unit at the Project;

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(ii) Mortgage of Tenant's interest in the Premises and Project to any Leasehold Mortgagee, and transfer of the Premises and Project to such Leasehold Mortgagee by foreclosure or deed-in-lieu of foreclosure (or the leasehold equivalent thereof), or to a third-party purchaser pursuant to a foreclosure sale (or the leasehold equivalent thereof);

(iii) conveyance or dedication of land for use as streets, alleys, or other public rights-of-way, and grants and easements for the establishment, operation, and maintenance of utility services;

(iv) subordinate liens created in connection with purchase or financing of replacements or repairs necessary for the normal use and operation of the Premises and Project; and

(v) normal uses and encumbrances associated with the operation of the Premises and Project.

Section 9.3 Benefit.

Subject to the foregoing provisions of this Section, this Lease shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns in interest hereunder.

ARTICLE X
MAINTENANCE AND REPAIRS

Landlord shall have no responsibility to maintain the Project or to make repairs, restorations or replacements to the Project (including without limitation the heating, ventilating, air conditioning, mechanical, electrical, elevator or plumbing systems, structural roof, walls, foundations or the fixtures or appurtenances to the Project) except to the extent of the negligence or willful misconduct of Landlord, its agents, employees, invitees, visitors, or contractors, if any.

ARTICLE XI
ALTERATIONS; LIENS

Section 11.1 Consent Not Required.

Tenant may make any alterations, additions, or improvements to the Premises which are consistent with the Project without Landlord's prior written consent.

Section 11.2 No Liens

Tenant shall not have any right, authority or power to bind Landlord, the Premises or any other interest of Landlord in the Premises and will pay or cause to be paid all costs and charges for work done by it or caused to be done by it, in or to the Premises, for any claim for labor or material or for any other charge or expense, lien or security interest incurred in connection with the development, construction or operation of the Project or any change, alteration or addition thereto.

Attachment: AmherstSrApts.PILOT.Ex1-A.MenorahAmherstRidge-03082024135241 (RES-2024-270 : PILOT Agreement - Amherst Senior

ARTICLE XII
LEASEHOLD MORTGAGE REQUIREMENTS

Section 12.1 Future Fee Estate Mortgages. Landlord shall grant any future mortgages against the fee simple estate in the Premises (including the Project) (the "**Fee Estate**") as requested by Tenant, provided that Tenant shall be responsible for any and all associated closing costs. Except as provided in the previous sentence, Landlord shall not consent to any future mortgages or permit any future liens or encumbrances against the Fee Estate, the leasehold estate in the Premises held by Tenant under this Lease (the "**Leasehold Estate**"), or the Premises, or otherwise pledge, subordinate, assign or otherwise dispose of the Fee Estate or the Premises without the prior written consent of Tenant and all leasehold mortgagees. To the extent a future mortgage on the Fee Estate is permitted hereunder, such mortgage shall expressly provide that it is subordinate and subject to the Tenant's interest under this Lease.

Section 12.2 Non-Merger. Except as directed in writing by Tenant to Landlord, this Lease shall not terminate as to any leasehold mortgagee as a result of any conveyance of Landlord's interest hereunder to Tenant. Accordingly, if the Leasehold Estate and the Fee Estate in the Premises are commonly held, then they shall remain separate and distinct estates and this Lease shall not terminate unless directed otherwise by Tenant in writing. The Leasehold Estate and the Fee Estate shall not merge, and this Lease shall not terminate, without consent by Tenant and all leasehold mortgagees.

Section 12.3 Leasehold Mortgages. So long as HUD consent is obtained if and where legally required, Tenant may, upon providing advance written notice to Landlord, assign or mortgage this Lease (including without limitation, any options it contains) (a "**Leasehold Mortgage**") to any mortgagee. So long as HUD consent is obtained if and where legally required, Landlord shall cooperate with Tenant and any such mortgagees and covenants to execute such documents or instruments as is reasonably necessary to carry out Tenant's financing related to the Premises and Project, at Tenant's sole cost and expense. The parties acknowledge that Landlord's cooperation and execution may be required by HUD as a condition to receiving HUD's consent, and in such case, Landlord agrees to cooperate and execute such documents in contemplation of receiving HUD consent. In no event shall any such transaction create any financial or other obligation for Landlord which is not assumed by Tenant or in which Tenant does not agree to indemnify Landlord to Landlord's reasonable satisfaction.

Section 12.4 Notice to Leasehold Mortgagee. Landlord shall give to any Leasehold Mortgagee who has given Landlord written notice of its name and address, concurrently when delivered to Tenant, a duplicate copy of any and all notices Landlord delivers to Tenant in accordance with this Lease, including but not limited to any notice of default, notice of termination, or notice regarding any matter on which Landlord may predicate or claim a default. The term "**Leasehold Mortgagee**" as used in this Lease shall mean any party, its affiliates, successors and assigns, that has loaned money to Tenant and is named as beneficiary, mortgagee, secured party, or security holder in a security instrument creating a Leasehold Mortgage.

Section 12.5 Right of Leasehold Mortgagee to Cure Defaults. If an Event of Default occurs under Section 16.2 of this Lease, Landlord shall deliver written notice of the Event of Default to any Leasehold Mortgagee prior to exercising any rights or remedies available to Landlord under this

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Lease and each Leasehold Mortgagee shall be permitted an opportunity to (i) cure the Event of Default within one hundred eighty (180) days after receipt of written notice from Landlord; provided, however, if the nature of the breach is such that it cannot reasonably be cured by such Leasehold Mortgagee within the period of one hundred eighty (180) days, then Leasehold Mortgagee must have commenced with reasonable diligence to cure the same. If an Event of Default cannot be cured by any Leasehold Mortgagee, then the Leasehold Mortgagee then the Leasehold Mortgagee may pursue its foreclosure remedies under Section 12.6.

Section 12.6 Leasehold Mortgagee Foreclosure Rights. Notwithstanding anything herein to the contrary, any Leasehold Mortgagee may forestall the exercise of any remedies by Landlord under this Lease for an Event of Default by commencing proceedings to foreclose the Leasehold Mortgage and Landlord expressly acknowledges that it may not terminate this Lease. In the event that any Leasehold Mortgagee forecloses on the Leasehold Mortgage or that this Lease terminates for any reason, including because of a rejection of the Lease during a bankruptcy proceeding, then upon written request from any Leasehold Mortgagee, Landlord agrees to enter into a new ground lease agreement with the Leasehold Mortgagee as tenant upon substantially the same terms and conditions as set forth in this Lease.

ARTICLE XIII
SURRENDER

At the end of this Lease (whether upon the expiration date or earlier termination), Tenant will surrender the Premises, together with the Project in their then "as-is" condition. Tenant may remove any personal property, movable equipment or furniture from the Premises.

ARTICLE XIV
CASUALTY; CONDEMNATION

Section 14.1 Damage or Destruction to Premises.

Tenant shall give prompt written notice to Landlord after the occurrence of any fire, earthquake, act of God or other casualty to or in connection with the Premises, the Project or any portion thereof. If during the Term, the Project shall be damaged or destroyed by casualty, Tenant shall elect to either repair or restore the Project or it may terminate this Lease as of a date that is not less than thirty (30) days after the date of such notice.

Section 14.2 Condemnation.

(a) If, by exercise of the right of eminent domain or by conveyance made in response to the threat of the exercise of such right (in either case a "**Taking**"), all of the Premises are taken, or if so much of the Premises are taken that in Tenant's reasonable judgment, the Premises cannot be used by Tenant for the purposes for which they were used immediately before the Taking, then this Lease shall, at Tenant's sole option, terminate on the earlier of the vesting of title to the Premises in the condemning authority, or the taking of possession of the Premises by the condemning authority.

Attachment: AmherstSrApts.PILOT.Ex1-A.MenorahAmherstRidge-03082024135241 (RES-2024-270 : PILOT Agreement - Amherst Senior

(b) Landlord and Tenant agree that, in the event of a Taking that does not result in the termination of this Lease pursuant to this Article, this Lease shall continue in effect as to the remainder of the Premises.

(c) In the event of any Taking, Landlord and Tenant agree that Tenant shall be entitled to the entire condemnation award, subject to any applicable requirements of any Leasehold Mortgage.

(d) If there shall be a temporary Taking with respect to all or any part of the Premises or of Tenant's interest in this Lease, then the Term shall not be reduced and Tenant shall continue to pay in full all rents, impositions and other charges required herein, without reduction or abatement thereof at the times herein specified; provided, however, that Tenant shall not be required to perform such obligations that Tenant is prevented from performing by reason of such temporary Taking.

(e) If any Leasehold Mortgage exists, the Leasehold Mortgagee(s), to the extent permitted by law, shall be made a party to any Taking proceeding.

ARTICLE XV
QUIET ENJOYMENT

Tenant's possession of the Premises shall not be disturbed by Landlord, its successors or assigns.

ARTICLE XVI
DEFAULT REMEDIES

Section 16.1 Landlord's Right to Perform.

(a) Landlord's Option. If Tenant fails to pay when due amounts payable under this Lease or to perform any of its other obligations under this Lease within the time permitted for its performance, then Landlord, after fifteen (15) days' prior written notice to Tenant and without waiving any of its rights under this Lease, may (but will not be required to) pay such amount or perform such obligation.

(b) Additional Rent. All amounts so paid by Landlord and all reasonable out-of-pocket costs and expenses including reasonable legal fees, incurred by Landlord in connection with the performance of any such obligations will be payable by Tenant to Landlord within thirty (30) days after demand and shall constitute "Additional Rent" with interest thereon at the rate of ten percent (10%) per annum from the date of Landlord's having made each such payment or incurred each such cost or expense, shall be payable by Tenant to Landlord. Landlord shall provide Tenant with invoices and other reasonable evidence of the amounts paid or incurred by Landlord in connection with its exercise of its rights pursuant to this Article.

Section 16.2 Events of Default.

At the option of Landlord, the occurrence of any of the following events shall constitute an "**Event of Default**" by Tenant:

Attachment: AmherstSrApts.PILOT.Ex1-A.MenorahAmherstRidge-03082024135241 (RES-2024-270 : PILOT Agreement - Amherst Senior

(a) Tenant defaults in the due and punctual payment of any Additional Rent, and such default continues for ninety (90) days after receipt of written notice from Landlord; and

(b) Tenant breaches any of the other agreements, terms, covenants, or conditions which this Lease requires Tenant to perform, and such breach continues for a period of one hundred eighty (180) days after receipt of written notice from Landlord; provided, however, if the nature of the breach is such that it cannot reasonably be cured by Tenant within the period of one hundred eighty (180) days, then Tenant shall not be deemed in default of this Lease if Tenant commences the curing of such default within such period of one hundred eighty (180) days and prosecutes in good faith to cure the same.

Section 16.3 Remedies for Lease Violations.

If one (1) or more Events of Default set forth in Section 16.2 shall occur, then Landlord may, as its sole and exclusive remedy under this Lease, at law and in equity, elect to: (i) upon providing thirty (30) days' advance written notice to Tenant, subject to HUD approval, to the extent required, transfer title to the fee estate of the Premises to Tenant; (ii) seek specific performance of Tenant's obligations under the Lease; or (iii) seek reimbursement from Tenant under Section 16.1(a).

Section 16.4 Excusable Delays.

Tenant shall not be in default hereunder if a delay in Tenant's performance of its obligations hereunder arises from unforeseeable causes beyond the reasonable control and without the fault or negligence of Tenant. Examples of such causes include (a) acts of God, or public enemy, (b) acts or failure to act of Landlord, HUD, or other governmental entity in either its sovereign or contractual capacity, (c) acts or failure to act of another contractor in the performance of a contract with Landlord, (d) fires, (e) floods, (f) pandemics and epidemics, (g) quarantine restrictions, (h) strikes or labor disputes, (i) freight embargoes, (j) unusually severe weather, (k) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Tenant and the subcontractors or suppliers, (1) delays caused by litigation, (m) unusual disruptions in financial markets, and (n) terrorist attacks.

Section 16.5 Tenant's Right to Perform.

(a) Right to Perform Covenants. If Landlord shall, at any time, fail to perform any of its obligations hereunder or be in breach of any of its representations and warranties herein, Tenant shall, except in the event of an emergency, provide Landlord with notice of such default, and if Landlord does not commence action to cure any such default within the time period specified below after the giving of such notice, or immediately, in the event of an emergency, then Tenant may, without any obligation so to do and without waiving or releasing any obligation of Landlord contained in this Lease, take such actions and make such payments as may be necessary or appropriate to fulfill Landlord's obligations or otherwise cure any default of Landlord hereunder. In cases of emergency, Tenant shall nevertheless make reasonable efforts to provide notice of default to Landlord. Where no emergency exists, and after giving notice to Landlord, Tenant shall allow Landlord ten (10) days to commence a cure, unless Tenant's interests would be jeopardized

Attachment: AmherstSrApts.PILOT.Ex1-A.MenorahAmherstRidge-03082024135241 (RES-2024-270 : PILOT Agreement - Amherst Senior

by such delay, in which event Tenant shall allow such shorter time period as it may specify in its notice to Landlord.

(b) Costs and Expenses. All reasonable sums so paid by Tenant and all reasonable costs and expenses incurred by Tenant in connection with the performance of any of the obligations of Landlord hereunder, or on account of any breach by Landlord of its representations and warranties herein, together with reasonable attorneys' fees incurred by Tenant in connection therewith or in enforcing its rights hereunder, and together with interest thereon at the rate of fifteen percent (15%) per annum from the date of Tenant's having made each such payment or incurred each such cost or expense, shall be payable by Landlord to Tenant. Tenant shall provide Landlord with invoices and other reasonable evidence of the amounts paid or incurred by Tenant in connection with its exercise of its rights pursuant to this Article.

ARTICLE XVII
HUD PROVISIONS

Section 17.1 HUD Provisions

Notwithstanding any other provisions of this Lease, if and so long as this leasehold is subject to a Section 202 Mortgage held by the Secretary of HUD, or given to the Secretary of HUD in connection with a resale, or the Premises are acquired and held by him because of a default under said mortgage:

(a) The Tenant is authorized to obtain a Section 202 Capital Advance from the Secretary of HUD, secured by a mortgage on this leasehold estate. Tenant is further authorized to execute a mortgage on the leasehold and otherwise to comply with the requirements of HUD for obtaining a mortgage.

(b) The Secretary of HUD, or his successors in office, shall have the option in the event that he or his successor in office shall acquire title to the leasehold estate, to purchase good and marketable fee title to the Premises, free of all liens and encumbrances except such as may be waived or accepted by him or his successor in office, within twelve (12) months after so acquiring the leasehold estate, for the sum of $123,000 payable in cash or by certified or U.S. Treasury check, provided all rents are paid to date of transfer of title, upon first giving sixty (60) days written notice to the Landlord or other person or corporation who may then be the owner of the fee, and the owner of the fee shall thereupon execute and deliver to the Secretary, or his successor in office, a deed of conveyance to the Premises, containing a covenant against the grantor's acts, but excepting therefrom such acts of the Tenant and those claiming by through or under the holder of the leasehold estate. Nothing in this option shall require the Landlord to pay any taxes or assessments which were due and payable by the Tenant.

(c) If approved by the Secretary of HUD, Tenant may assign, transfer or sell its interest in the Premises.

(d) (i) Insurance policies shall be in an amount, and by such companies, and in such form, and against such risks and hazards, as shall be required by the mortgagee and/or the Secretary of HUD,

Attachment: AmherstSrApts.PILOT.Ex1-A.MenorahAmherstRidge-03082024135241 (RES-2024-270 : PILOT Agreement - Amherst Senior

(ii) The Landlord shall not take out separate insurance concurrent in form or contributing in the event of loss with that specifically required to be furnished by the Tenant to HUD. The Landlord may at its own expense, however, take out separate insurance which is not concurrent in form or not contributing in the event of loss with that specifically required to be,

(e) (i) If all or any part of the Premises shall be taken by condemnation that portion of any award attributable to improvements, or damage to the improvements, shall be paid to the mortgagee or otherwise disposed of as may be provided in the mortgage. Any portion of the award attributable solely to the taking of the land shall be paid to the Landlord. After the date of taking, the annual ground rent shall be reduced ratably by the proportion which the award paid to the Landlord bears to the total value of the land as established by the amount of the Secretary of HUD would be required to pay upon acquisition of the fee.

(ii) In the event of a negotiated sale of all or any portion of the Premises in lieu of condemnation, the proceeds shall be distributed and ground rents reduced as provided in cases of condemnation, but the approval of the Secretary of HUD shall be required as to the amount and division of the payment to be received.

(f) The Landlord agrees that, within ten (10) days after receipt of written request from the Tenant, it will join in any authorizations required by any governmental or other body claiming jurisdiction in connection with any work which the Tenant may do hereunder, and will also join in any grants for easements for electric, telephone, gas, water, sewer and such other public utilities and facilities as may be reasonably necessary in the operation of the demised premises or of any improvements that may be erected thereon, and if at the expiration of ten (10) day's period, the Landlord shall not have joined in any such application, or grants for easements, the Tenant shall have the right to execute such application and grants in the name of the Landlord, and, for that purpose, the Landlord hereby irrevocably appoints the Tenant as its Attorney-in-fact to execute such papers on behalf of the Landlord,

(g) Nothing in this lease contained shall require the Tenant to pay any franchise, estate, inheritance, succession, capital levy or transfer tax, or any other tax, assessment, charge or levy upon the rent payable by the Landlord under this lease,

(h) Upon any default under this lease which authorizes the cancellation thereof by the Landlord, Landlord shall give notice to the Secretary of HUD, and the Secretary of HUD, his successors and assigns, shall have the right any time within six (6) months from the date of such notice to correct the default and reinstate the lease unless Landlord has first terminated the lease as provided herein.

At any time after two (2) months from the date a notice of default is given to the Secretary of HUD, the Landlord may elect to terminate the lease and acquire possession of the demised premises. Upon acquiring possession of the Premises, Landlord shall notify the Secretary. The Secretary shall have six (6) months from the date of such notice of acquisition to elect to take a new lease on the Premises. Such new lease shall have a term equal to the unexpired portion of the term of this lease and shall be on the same terms and conditions as contained in this lease, except that the Secretary's liability for ground rent shall not extend beyond his occupancy under such lease. The Landlord shall tender such new lease to the secretary within thirty (30) days after a

Attachment: AmherstSrApts.PILOT.Ex1-A.MenorahAmherstRidge-03082024135241 (RES-2024-270 : PILOT Agreement - Amherst Senior

request for such lease and shall deliver possession of the demised premises immediately upon execution of the new lease. Upon executing a new lease, the Secretary shall pay to Landlord any unpaid ground rentals due or that would have become due under this lease to the date of execution of the new lease, including any taxes which were liens on Premises and which were paid by Landlord, less any net rentals or other income which Landlord may have received on account of this property since the date of default under the lease.

(i) All notices, demands and requests which are required to be given by tire Landlord, the Tenant, or the Secretary shall be in writing and shall be sent by registered or certified mail, postage prepaid, and addressed to: U.S, Department of Housing and Urban Development, Buffalo Regional Office, Lafayette Court, 465 Main Street, Buffalo, N.Y. 14203 unless a request for a change in this address has been sent to the party giving the notice by registered or certified mail prior to the time when such notice is given.

(j) This Lease shall not be modified without the consent of the Secretary of HUD.

ARTICLE XVIII
MISCELLANEOUS

Section 18.1 No Brokers.

Neither Landlord nor Tenant has dealt with any broker or finder with regard to the Premises or this Lease. Both Landlord and Tenant will indemnify, defend and hold the other harmless from and against any loss, liability and expense (including attorneys' fees and court costs) arising out of claims for fees or commissions in connection with this Lease.

Section 18.2 Time of Essence.

Time is of the essence of each and every provision of this Lease, but subject always to the provisions of Section 16.4, "Excusable Delays."

Section 18.3 No Waiver.

No waiver of any condition or agreement in this Lease by either Landlord or Tenant will imply or constitute a further waiver by such party of the same or any other condition or agreement. No act or thing done by Landlord or Landlord's agents during the Term will be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender will be valid unless in writing signed by Landlord. No payment by Tenant, nor receipt from Landlord, of a lesser amount than the Rent, Additional Rent, or other charges or fees due as stipulated in this Lease will be deemed to be anything other than a payment on account of the same, and to the earliest due of the same. No endorsement or statement on any check, or any letter accompanying any check or payment as Rent, will be deemed an accord and satisfaction. Landlord will accept such check for payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other remedy available to Landlord. If this Lease is assigned, or if the Premises or any part of the Premises are sublet or occupied by anyone other than Tenant, Landlord may collect rent from the assignee, subtenant, or occupant and apply the net amount collected to the Rent reserved in this Lease. No such collection will be deemed a waiver of the covenant in this Lease against

Attachment: AmherstSrApts.PILOT.Ex1-A.MenorahAmherstRidge-03082024135241 (RES-2024-270 : PILOT Agreement - Amherst Senior

assignment and subletting, or the acceptance of the assignee, subtenant, or occupant as Tenant, or a release of Tenant from the complete performance by Tenant of its covenants in this Lease.

Section 18.4 Captions; Exhibits; Gender; Etc.

The captions are inserted in this Lease only for convenience of reference and do not define, limit, or describe the scope or intent of any provisions of this Lease. The exhibits to this Lease are incorporated into this Lease and are a part hereof. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another.

Section 18.5 Entire Agreement.

This Lease expressly amends, restates and supersedes the Original Ground Lease in its entirety so that the Original Ground Lease is of no further force and effect. This Lease, including all attached exhibits, contains the entire agreement between Landlord and Tenant with respect to its subject matter. Except for those which are specifically set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to one another with respect to this Lease. In the event of any inconsistency or ambiguity between this Lease and the documents executed in connection with any Leasehold Mortgage, this Lease shall control. In the event of any inconsistency between this Lease and the HUD Section 202 regulations, then the HUD Section 202 regulations shall control.

Section 18.6 Amendment.

This Lease can be amended only by a written document agreed to and signed by Landlord and Tenant (subject to the rights of HUD, and/or any Leasehold Mortgagee, as applicable). Landlord's consent shall not be required for amendments made with the consent of HUD so long as the amendment does not increase Landlord's obligations under this Lease.

Section 18.7 Severability.

If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected and shall continue in full force and effect; and in lieu of each provision found to be illegal, invalid, or unenforceable, there will be added to this Lease a provision as similar to such illegal, invalid, or unenforceable provision as may be possible.

Section 18.8 Notices.

Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease shall be in writing and sent or served at the addresses first listed above and shall be deemed given when received, if (i) delivered by hand, (ii) sent by registered or certified mail, return receipt requested, or (iii) sent by recognized overnight delivery service such as Federal Express. A party may change its address by giving written notice to the other party as specified herein.

Section 18.9 Governing Law and Venue.

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This Lease will be governed by and construed in accordance with the internal laws of the State of New York.

Section 18.10 Binding Effect.

This Lease will inure to the benefit of, and will be binding upon, Landlord's successors and assigns except as otherwise provided in this Lease. This Lease will inure to the benefit of, and will be binding upon. Tenant's successors and assigns so long as the succession or assignment is permitted pursuant to the terms of this Lease.

Section 18.11 Cumulative Rights.

Except as expressly limited by the terms of this Lease, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

Section 18.12 Relationship of Parties, No Third Party Beneficiary.

The parties hereto expressly declare that, in connection with the activities and operations contemplated by this Lease, they are neither partners nor joint venturers.

Section 18.13 Counterparts.

This Agreement may be executed in counterparts and all such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

Section 18.14 Non-Recourse.

Notwithstanding any provision hereof to the contrary, or any other express or implied agreement between the parties, or any act or course of conduct hereunder, the obligations of the parties set forth herein shall solely be those of the entities named in the first paragraph of this Lease, and no officer, director, shareholder, member, employee or agent of any party hereto shall have any personal liability whatsoever under this Lease, it being understood and agreed that Landlord shall look solely to the assets of the Tenant for recourse hereunder.

Section 18.15 Cooperation.

Landlord and Tenant agree that they will cooperate with one another in all respects in furtherance of the Project. In particular, Landlord recognizes that the nature of the process and the varied sources of project funding make it extremely difficult to anticipate every potential provision which may be required in this Lease. From time to time, Tenant may request modifications to the Lease to satisfy the requirements of financing sources including, without limitation, government agencies and private lenders and equity sources. Landlord will use all reasonable efforts to accommodate such requests and will not unreasonably withhold or delay its approval and execution of modifications to this Lease which do not materially and adversely alter the basic terms hereof. Nothing herein shall impose upon Landlord any requirement to approve any modification or amendment to the Lease which would violate or contravene any applicable laws or any contract or agreement to which Landlord is a party or which is binding on Landlord. Landlord agrees that it will, upon request of Tenant, from time to time, enter into an amended and restated lease

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combining into one document the entire Lease and all amendments and modifications theretofore entered into.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, and intending to be legally bound hereby, Landlord and Tenant have executed this Amended and Restated Ground Lease as of the Effective Date.

LANDLORD:

MENORAH CAMPUS, INC.,
a New York not-for-profit corporation

By:_____
Robert T. Mayer,
CEO

TENANT:

AMHERST RIDGE SENIOR APARTMENTS, INC., a New York not-for-profit corporation

By:_____
Name: Robert T. Mayer,
President

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EXHIBIT A

PREMISES

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. 75, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a point in the center line of North Forest Road (66 feet wide) at its intersection with the south line of lands conveyed by Deed filed in the Erie County Clerk's Office in Liber 7331 of Deeds at page 19;

Thence easterly along the south line of said Liber 7331 of Deeds at page 19 at a bearing of N 85° 39' 23" E, a distance of 335.68 feet to a point;

Thence southerly along a line at a bearing of S 00° 42' 01" E, a distance of 350.00 feet to a point;

Thence westerly along a line at a bearing of S 89° 17' 59" W, a distance of 174,74 feet to a point in the center line of North Forest Road;

Thence northwesterly and along the center line of North Forest Road at a bearing of N 28° 40' 36" W, a distance of 115.67 feet to an angle point;

Thence continuing northwesterly and along the center line of North Forest Road at a bearing of N 25° 46' 41" W, a distance of 250.09 feet to the Point and Place of Beginning.

TOGETHER with a non-exclusive right of ingress, egress and regress over all roads now existing or hereafter constructed to and from the above described lands to John James Audubon Parkway and North Forest Road and a non-exclusive right to use existing or future walkways on the lands conveyed to Menorah Campus, Inc. d/b/a The Harry and Jeanette Weinberg Campus by Deed recorded in Liber 10970 of Deeds at page 3463 and on the lands conveyed to Menorah Campus, Inc. by Deed recorded in Liber 11007 of Deeds at page 1014.

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AMENDED AND RESTATED GROUND LEASE AGREEMENT

THIS AMENDED AND RESTATED GROUND LEASE AGREEMENT (this "**Lease**") is entered into as of this 5th day of February, 2021 (the "**Effective Date**") by and between the **Menorah Campus, Inc.**, a New York not-for-profit corporation with a principal place of business at 2700 North Forest Road, Getzville, New York 14068 ("**Landlord**"), and **Amherst Towne Senior Apartments, Inc.**, a New York not-for-profit corporation with a principal place of business at 2700 North Forest Road, Getzville, New York 14068 ("**Tenant**"), under the following circumstances:

RECITALS:

A. Landlord and Tenant entered into that Ground Lease Agreement dated as of September 30, 2010 (the "**Original Ground Lease**"), whereby Landlord ground leased to Tenant certain real property generally located at 475 John James Audubon Parkway, Amherst, New York 14228, as more accurately described on Exhibit "A" attached hereto and part a part hereof (the "**Premises**").

B. Tenant has constructed and currently operates a low-income senior housing facility on the Premises commonly known as Amherst Towne Senior Apartments consisting of 50 apartment units (the "**Project**") pursuant to Section 202 ("**Section 202**") of the U.S. Department of Housing and Urban Development ("**HUD**") regulations.

C. Landlord and Tenant are parties to that certain Amended and Restated Agreement dated as of August 21, 2020 by and among Landlord, Tenant, Amherst Glen Senior Apartments, Inc., a New York not-for-profit corporation, Amherst Ridge Senior Apartments, Inc., a New York not-for-profit corporation, and Housing Preservation, Inc., a Texas non-profit corporation (the "**Agreement**").

D. In connection with the Agreement, Landlord and Tenant desire to enter into this Lease to amend and restate the Original Ground Lease in its entirety so that the terms and conditions of the Original Ground Lease are replaced in their entirety with the terms and conditions of this Lease.

NOW, THEREFORE, in consideration of these presents, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby enter into this Lease on the terms and conditions set forth herein.

ARTICLE I
DEMISE OF LEASEHOLD INTEREST

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, upon the terms and conditions stated herein.

ARTICLE II
PROJECT

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Section 2.1 Project

The parties acknowledge the Tenant has constructed on the Premises, at its sole expense, the Project, which is used solely by low-income seniors who meet the eligibility requirements of HUD Section 202.

Section 2.2 Compliance with Laws.

The Project shall comply with the requirements of all applicable laws, ordinances, codes, orders, rules and regulations of all governmental authorities, agencies or departments having jurisdiction over the Project (collectively, "**Governmental Authorities**") including, insofar as applicable, Landlord, HUD, and the Town of Amherst.

Section 2.3 Approvals, Permits and Licenses.

During the pendency of this Lease, Tenant, at its option, may seek various governmental approvals, permits, variances, and consents related to the Project. Landlord covenants and agrees to cooperate with Tenant and publicly support Tenant in connection with said efforts and to submit and/or execute such applications, submittals or requests promptly upon request by Tenant, at no cost to Landlord.

Section 2.4 Ownership of Project.

Landlord and Tenant acknowledge and agree that during the entire Term, Tenant shall be the owner of the Project, and as such Tenant shall be entitled to all depreciation deductions and low income housing tax credits or other benefits for income tax purposes relating to the Project.

Section 2.5 Dedication

Landlord shall, from time to time, upon written request of Tenant and/or any mortgagee of the Premises, grant and convey or join with Tenant in granting and conveying any and all easements, interests and/or dedications which are necessary to transfer or dedicate any utilities or other infrastructure now existing or hereafter constructed on, under or over the Premises or serving the Premises to appropriate public authorities or utility companies, and will, from time to time, do such other things, take such other actions and enter into any and all agreements which are necessary in furtherance of the foregoing. Landlord agrees to respond as promptly as is practicable to each request by Tenant for such easements, interest and/or dedications.

Section 2.6 Use of Leased Material.

From time to time during the Term hereof, various items of machinery, equipment, fixtures or furnishings to be used by Tenant or others in the use, occupancy and operation of buildings and other improvements on the Premises may be the property of others leased to Tenant or others for use by the latter. Nothing contained in this Lease shall alter or adversely affect the right, title and interest of the owner of such property in and to the same, and Landlord shall not be entitled to and shall not acquire, by reason of any provisions of this Lease, any right, title or interest in or to such leased property. Although the foregoing waiver and release shall be self-operative, upon request from time to time, Landlord shall execute a landlord's waiver, in form and substance reasonably

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acceptable to Landlord, in confirmation of the foregoing. Any tenant or subtenant shall be allowed to remove trade fixtures, furniture and equipment used in connection with the business of such tenant or subtenant conducted on the Premises.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

Section 3.1 Landlord's Representations and Warranties.

Landlord hereby represents and warrants to Tenant that, as of the Effective Date:

(a) Landlord owns fee simple, good and marketable title to the Premises, free and clear of all liens, charges, encumbrances, encroachments, easements, restrictions, leases, tenancies, occupancies or agreements and other matters affecting title, except for those matters disclosed to Tenant. The Premises are in compliance with all easements, restrictions and other matters of record affecting title as of the date hereof.

(b) Landlord has full right, power and authority to make, execute, deliver and perform its obligations under this Lease. Landlord has obtained and received all required and necessary consents and approvals to enter into this Lease with Tenant. The entry by Landlord into this Lease with Tenant and the performance of all of the terms, provisions and conditions contained herein does not and will not violate or cause a breach or default under any agreement or obligation to which Landlord is a party or by which it is bound.

(c) There are no tenants or other occupants of the Premises having any right or claim to possession or use of the Premises other than Tenant under the terms of this Lease.

(d) There is no action, suit, litigation or proceeding pending or, to Landlord's knowledge, threatened against Landlord which could prevent or impair Landlord's entry into this Lease and/or performance of its obligations hereunder.

(e) The person signing this Lease on behalf of Landlord is duly and validly authorized to do so.

(f) By virtue of that certain Declaration of Covenants, Conditions and Easements for Access, Ingress and Egress, Utility Lines and Parking and Overhead Canopy dated as of _____ and recorded in _____ (the "**Easement**"), Landlord has granted to Tenant a non-exclusive right of ingress, egress and regress over all roads now existing or hereafter constructed to and from the land described in Exhibit "A" to John James Audubon Parkway and North Forest Road and a non-exclusive right to use existing or future walkways on the lands conveyed to Landlord by Deed recorded in Liber 10970 of Deeds at page 3463 and on the lands conveyed to Landlord by Deed recorded in Liber 11007 of Deeds at page 1014. As of the Effective Date, Landlord represents that there are no existing defaults under the Easement.

(g) Landlord has received from Tenant a request for Landlord to grant to Tenant non-exclusive use of twenty-five (25) parking spaces located within the hatch-marked area shown on Exhibit "A-2" (the "Parking Area"), which Exhibit is a portion of the lands shown on a Survey prepared by Millard, MacKay & Delles Land Surveyors, LLP of 461-471 John James Audubon

Attachment: AmherstSrApts.PILOT.Ex1-A.MenorahAmherstTowne-03082024135140 (RES-2024-270 : PILOT Agreement - Amherst Senior

Parkway, Town of Amherst, dated June 17, 2005 (the "Parking Easement"). Landlord does hereby grant to Tenant and its successors and assigns the requested Parking Easement during the term of this Lease. Landlord reserves the rights to replace, relocate, modify, and/or eliminate, in whole or in part, the location of the Parking Easement within the Parking Area, as long as the parking Easement is replaced, relocated and/or modified within a similar distance from the Premises.

Section 3.2 Tenant's Representations and Warranties.

Tenant hereby warrants and represents to Landlord that, as of the Effective Date:

(a) Tenant is a duly organized, lawfully existing not-for-profit corporation and is in good standing under the laws of the State of New York.

(b) Tenant has the full right, power and authority to make, execute, deliver and perform its obligations under this Lease.

(c) Tenant's execution and delivery of this Lease has been authorized by all requisite action on the part of Tenant and its constituent partners, if any, and the execution and delivery of this Lease by Tenant and the performance of its obligations hereunder will not violate or contravene any agreement or obligation to which Tenant is a party or by which it is bound.

(d) There is no action, suit, litigation or proceeding pending or, to Tenant's knowledge, threatened against Tenant which could prevent or impair Tenant's entry into this Lease and/or performance of its obligations hereunder.

(e) The person signing this Lease on behalf of Tenant is duly and validly authorized to do so.

ARTICLE IV
TERM

The term of this Lease shall commence on the Effective Date and continue for a period of ninety-nine (99) years thereafter (the "**Term**").

ARTICLE V
RENT

Section 5.1 Total Rent.

In lieu of annual rent payment, Tenant shall make a one (1) time payment to Landlord in the sum of $1.00 ("**Total Rent**"). The parties acknowledge that Tenant has completed the payment of Total Rent to Landlord as of the Effective Date and that no additional rental payment of any kind is due or owed by Tenant to Landlord during the Term.

Section 5.2 Payments by Tenant.

Unless otherwise expressly set forth in this Lease, all costs, expenses, liabilities, charges or other deductions whatsoever with respect to the Premises and the construction, ownership,

Attachment: AmherstSrApts.PILOT.Ex1-A.MenorahAmherstTowne-03082024135140 (RES-2024-270 : PILOT Agreement - Amherst Senior

leasing, operation, maintenance, repair, rebuilding, use or occupation of the Premises or the Project or with respect to any interest of Landlord in the Premises or this Lease shall be the responsibility of Tenant.

ARTICLE VI
TAXES; OPERATING EXPENSES

Section 6.1 Taxes.

Tenant will pay any real estate taxes, if any, that shall be assessed against the Premises or Fee Estate, if any, by any taxing authority and payments, if any, required by a cooperation agreement providing for payments in lieu of taxes, if any, which may be entered into by Tenant with the Town of Amherst or County of Erie. The parties acknowledge that as of the date of this Lease the Premises is exempt from real estate taxes but is not exempt from special assessments such as water and sewer district and the like. During the term of the Original Lease Landlord represents to Tenant that Landlord consistently paid these amounts and the Tenant consistently reimbursed Landlord 18% of such costs. Landlord shall continue to invoice Tenant for same as they come due, and Tenant shall reimburse Landlord within thirty (30) days after receipt of the invoice and any supporting details. In the event the Premises is no longer exempt from real estate taxes the Tenant shall reimburse Landlord all taxes assessed against the Premises within thirty (30) days after written notice from Landlord and receipt of all such tax invoices and any supporting details.

Section 6.2 Property Expenses.

Tenant will pay or cause to be paid all costs and expenses attributable to or incurred in connection with the operation, maintenance and repair of the Premises and the Project (collectively, "**Operating Expenses**").

Section 6.3 Contest.

Tenant may, without postponement of payment, bring proceedings for contesting the validity or amount of any tax, assessment, charge or other imposition, or to recover payments therefor, provided that: (i) such proceeding shall not alter, modify or relieve Tenant of any of Tenant's obligations hereunder to pay, or cause to be paid, any such item; (ii) such proceeding shall legally operate to prevent collection by any taxing authority of the item so contested and the non-payment of the item on the due date shall not result in or constitute grounds for seizure, sale or other disposition of the Premises, or any buildings or other improvements thereon, in satisfaction of the same; and (iii) Tenant shall be liable for and shall save Landlord harmless from and against any and all claims for any penalty, interest, fine or cost resulting from any such contest or proceeding and all attorneys' fees incurred by Tenant, or Landlord's attorneys' fees in any such contest or proceeding, so long as is deemed reasonable by Tenant. Landlord shall cooperate with Tenant with respect to such proceedings to the extent necessary.

ARTICLE VII
INSURANCE

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Section 7.1 Tenant Indemnification.

To the extent caused by the negligent or willful act of Tenant, its employees, agents or contractors, or as otherwise waived and released herein, Tenant hereby agrees to indemnify and save harmless Landlord from and against any and all fines, claims, suits, actions, damages and/or causes of action (collectively called "**Claims**"), for any personal injury, loss of life and/or damage to property sustained in the Premises, Project or the appurtenances thereto resulting from or occasioned by Tenant's use or occupancy thereof and from and against all costs, counsel fees, expenses and liability incurred by reason of such Claims, investigation thereof, or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein.

Section 7.2 Insurance.

Tenant covenants and agrees that from and after the Effective Date, and during the Term of this Lease or any renewal thereof. Tenant will carry and maintain, at its sole cost and expense the following types of insurance, in the amount specified and in the form hereinafter provided for:

(a) Public Liability Insurance.

Tenant shall keep in full force and effect Commercial General Liability Insurance in respect to the use and occupation of its leased Premises, naming Landlord as Additional Insured with a per occurrence limit of One Million Dollars ($1,000,000.00) for bodily injury and property damage coverage together with an excess liability policy in the amount agreeable to Landlord for amounts of Three Million Dollars ($3,000,000.00). Tenant shall deposit a certificate of insurance thereof with Landlord. Said certificate will confirm the amount of insurance, the insuring company and the policy number and name Landlord as an additional insured. Said insurance company shall be Best's "A-" rated or better. Each insurance policy and certificate of insurance policy and certificate of insurance shall contain a provision providing that it shall not be canceled or reduced by Tenant or the insurance company without thirty (30) calendar days of written notice to Landlord of intention to cancel or reduce.

(b) Tenant's Project and Betterments.

Tenant shall at all times during the Term hereof maintain in full force and effect, All Risk Property Coverage policy or policies of insurance naming Tenant as insured party, covering all of Tenant's improvements and betterments in the Premises now existing or to be added, to the extent of ninety percent (90%) of their full replacement costs as updated from time to time during the Term of this Lease.

Said policy or policies shall provide protection against any perils included within the classification "All Risk Coverage" together with insurance coverage against sprinkler damage if the Premises are sprinklered, vandalism and malicious mischief.

The proceeds of Tenant's policy to the extent of the cost of any damage or loss to the Premises shall be used for the repair and replacement of the property damaged or destroyed.

(c) Additional Hazards.

Attachment: AmherstSrApts.PILOT.Ex1-A.MenorahAmherstTowne-03082024135140 (RES-2024-270 : PILOT Agreement - Amherst Senior

Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by the Standard Form of All Risk Insurance Policy. Tenant agrees to pay all increases in premium for All Risk Coverage Insurance that may be charged during the Term of this Lease, or renewal period thereof, on the amount of any insurance which may be carried by Landlord due to Tenant's use of the Premises. Said additional premiums shall be payable by Tenant to Landlord upon ten (10) days written notice to Tenant.

(d) Blanket Policy.

Tenant may maintain any of its required insurance under Blanket Policies of Insurance covering said Premises and any other premises of Tenant, provided that the coverage afforded will not be reduced or diminished by reason of the use of such Blanket Policy of insurance.

(e) The above mentioned insurance certifications are to be provided by Tenant for a period of not less than one (1) year. Thirty (30) days prior to the expiration of any said policy of Insurance the Tenant will deliver to the Landlord notice of any reduction or cancellation or a renewal of new policy to take the place of the policy expiring.

(f) Tenant shall notify Landlord in the event of any damage to persons or property occurring on the Premises from fire, accident or any other casualty.

ARTICLE VIII
USE PREMISES

Section 8.1 Permitted Use.

So long as this Lease remains in effect, Tenant will cause the Premises to be operated and maintained as a low-income senior housing facility pursuant to the requirements of HUD's Section 202, as amended from time to time, and any subsequent successor legislation or regulations thereunder.

Section 8.2 Compliance with Laws.

Tenant shall not use or occupy, or suffer or permit any portion of the Premises to be used or occupied in violation of any law, ordinance, order, rule, regulation, certificate of occupancy, or other governmental requirement. Tenant will comply with applicable laws and all rules, orders, regulations, and requirements of the board of fire underwriters or insurance service office, or any other similar body having jurisdiction over the Premises.

ARTICLE IX
ASSIGNMENTS AND TRANSFERS

Section 9.1 Permitted Transfer.

Tenant may sell, assign or sublease all or any part of its right, title and interest in and to this Lease and the Project, on terms and conditions acceptable to Tenant in its sole discretion, upon

Attachment: AmherstSrApts.PILOT.Ex1-A.MenorahAmherstTowne-03082024135140 (RES-2024-270 : PILOT Agreement - Amherst Senior

providing at least thirty (30) days' advance written notice to Landlord, provided that Tenant shall first obtain HUD approval for any sale, assignment or sublet by Tenant requiring HUD approval.

Section 9.2 Limitations on Notice Requirement.

Notwithstanding the foregoing Section 9.1, no notice to Landlord shall be required for the following actions:

(i) Any lease of any unit at the Project;

(ii) Mortgage of Tenant's interest in the Premises and Project to any Leasehold Mortgagee, and transfer of the Premises and Project to such Leasehold Mortgagee by foreclosure or deed-in-lieu of foreclosure (or the leasehold equivalent thereof), or to a third-party purchaser pursuant to a foreclosure sale (or the leasehold equivalent thereof);

(iii) conveyance or dedication of land for use as streets, alleys, or other public rights-of-way, and grants and easements for the establishment, operation, and maintenance of utility services;

(iv) subordinate liens created in connection with purchase or financing of replacements or repairs necessary for the normal use and operation of the Premises and Project; and

(v) normal uses and encumbrances associated with the operation of the Premises and Project.

Section 9.3 Benefit.

Subject to the foregoing provisions of this Section, this Lease shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns in interest hereunder.

ARTICLE X
MAINTENANCE AND REPAIRS

Landlord shall have no responsibility to maintain the Project or to make repairs, restorations or replacements to the Project (including without limitation the heating, ventilating, air conditioning, mechanical, electrical, elevator or plumbing systems, structural roof, walls, foundations or the fixtures or appurtenances to the Project) except to the extent of the negligence or willful misconduct of Landlord, its agents, employees, invitees, visitors, or contractors, if any.

ARTICLE XI
ALTERATIONS; LIENS

Section 11.1 Consent Not Required.

Attachment: AmherstSrApts.PILOT.Ex1-A.MenorahAmherstTowne-03082024135140 (RES-2024-270 : PILOT Agreement - Amherst Senior

Tenant may make any alterations, additions, or improvements to the Premises which are consistent with the Project without Landlord's prior written consent.

Section 11.2 No Liens

Tenant shall not have any right, authority or power to bind Landlord, the Premises or any other interest of Landlord in the Premises and will pay or cause to be paid all costs and charges for work done by it or caused to be done by it, in or to the Premises, for any claim for labor or material or for any other charge or expense, lien or security interest incurred in connection with the development, construction or operation of the Project or any change, alteration or addition thereto.

ARTICLE XII
LEASEHOLD MORTGAGE REQUIREMENTS

Section 12.1 Future Fee Estate Mortgages. Landlord shall grant any future mortgages against the fee simple estate in the Premises (including the Project) (the "**Fee Estate**") as requested by Tenant, provided that Tenant shall be responsible for any and all associated closing costs. Except as provided in the previous sentence, Landlord shall not consent to any future mortgages or permit any future liens or encumbrances against the Fee Estate, the leasehold estate in the Premises held by Tenant under this Lease (the "**Leasehold Estate**"), or the Premises, or otherwise pledge, subordinate, assign or otherwise dispose of the Fee Estate or the Premises without the prior written consent of Tenant and all leasehold mortgagees. To the extent a future mortgage on the Fee Estate is permitted hereunder, such mortgage shall expressly provide that it is subordinate and subject to the Tenant's interest under this Lease.

Section 12.2 Non-Merger. Except as directed in writing by Tenant to Landlord, this Lease shall not terminate as to any leasehold mortgagee as a result of any conveyance of Landlord's interest hereunder to Tenant. Accordingly, if the Leasehold Estate and the Fee Estate in the Premises are commonly held, then they shall remain separate and distinct estates and this Lease shall not terminate unless directed otherwise by Tenant in writing. The Leasehold Estate and the Fee Estate shall not merge, and this Lease shall not terminate, without consent by Tenant and all leasehold mortgagees.

Section 12.3 Leasehold Mortgages. So long as HUD consent is obtained if and where legally required, Tenant may, upon providing advance written notice to Landlord, assign or mortgage this Lease (including without limitation, any options it contains) (a "**Leasehold Mortgage**") to any mortgagee. So long as HUD consent is obtained if and where legally required, Landlord shall cooperate with Tenant and any such mortgagees and covenants to execute such documents or instruments as is reasonably necessary to carry out Tenant's financing related to the Premises and Project, at Tenant's sole cost and expense. The parties acknowledge that Landlord's cooperation and execution may be required by HUD as a condition to receiving HUD's consent, and in such case, Landlord agrees to cooperate and execute such documents in contemplation of receiving HUD consent. In no event shall any such transaction create any financial or other obligation for Landlord which is not assumed by Tenant or in which Tenant does not agree to indemnify Landlord to Landlord's reasonable satisfaction.

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Section 12.4 Notice to Leasehold Mortgagee. Landlord shall give to any Leasehold Mortgagee who has given Landlord written notice of its name and address, concurrently when delivered to Tenant, a duplicate copy of any and all notices Landlord delivers to Tenant in accordance with this Lease, including but not limited to any notice of default, notice of termination, or notice regarding any matter on which Landlord may predicate or claim a default. The term "**Leasehold Mortgagee**" as used in this Lease shall mean any party, its affiliates, successors and assigns, that has loaned money to Tenant and is named as beneficiary, mortgagee, secured party, or security holder in a security instrument creating a Leasehold Mortgage.

Section 12.5 Right of Leasehold Mortgagee to Cure Defaults. If an Event of Default occurs under Section 16.2 of this Lease, Landlord shall deliver written notice of the Event of Default to any Leasehold Mortgagee prior to exercising any rights or remedies available to Landlord under this Lease and each Leasehold Mortgagee shall be permitted an opportunity to (i) cure the Event of Default within one hundred eighty (180) days after receipt of written notice from Landlord; provided, however, if the nature of the breach is such that it cannot reasonably be cured by such Leasehold Mortgagee within the period of one hundred eighty (180) days, then Leasehold Mortgagee must have commenced with reasonable diligence to cure the same. If an Event of Default cannot be cured by any Leasehold Mortgagee, then the Leasehold Mortgagee then the Leasehold Mortgagee may pursue its foreclosure remedies under Section 12.6.

Section 12.6 Leasehold Mortgagee Foreclosure Rights. Notwithstanding anything herein to the contrary, any Leasehold Mortgagee may forestall the exercise of any remedies by Landlord under this Lease for an Event of Default by commencing proceedings to foreclose the Leasehold Mortgage and Landlord expressly acknowledges that it may not terminate this Lease. In the event that any Leasehold Mortgagee forecloses on the Leasehold Mortgage or that this Lease terminates for any reason, including because of a rejection of the Lease during a bankruptcy proceeding, then upon written request from any Leasehold Mortgagee, Landlord agrees to enter into a new ground lease agreement with the Leasehold Mortgagee as tenant upon substantially the same terms and conditions as set forth in this Lease.

ARTICLE XIII
SURRENDER

At the end of this Lease (whether upon the expiration date or earlier termination), Tenant will surrender the Premises, together with the Project in their then "as-is" condition. Tenant may remove any personal property, movable equipment or furniture from the Premises.

ARTICLE XIV
CASUALTY; CONDEMNATION

Section 14.1 Damage or Destruction to Premises.

Tenant shall give prompt written notice to Landlord after the occurrence of any fire, earthquake, act of God or other casualty to or in connection with the Premises, the Project or any portion thereof. If during the Term, the Project shall be damaged or destroyed by casualty, Tenant shall elect to either repair or restore the Project or it may terminate this Lease as of a date that is not less than thirty (30) days after the date of such notice.

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Section 14.2 Condemnation.

(a) If, by exercise of the right of eminent domain or by conveyance made in response to the threat of the exercise of such right (in either case a "**Taking**"), all of the Premises are taken, or if so much of the Premises are taken that in Tenant's reasonable judgment, the Premises cannot be used by Tenant for the purposes for which they were used immediately before the Taking, then this Lease shall, at Tenant's sole option, terminate on the earlier of the vesting of title to the Premises in the condemning authority, or the taking of possession of the Premises by the condemning authority.

(b) Landlord and Tenant agree that, in the event of a Taking that does not result in the termination of this Lease pursuant to this Article, this Lease shall continue in effect as to the remainder of the Premises.

(c) In the event of any Taking, Landlord and Tenant agree that Tenant shall be entitled to the entire condemnation award, subject to any applicable requirements of any Leasehold Mortgage.

(d) If there shall be a temporary Taking with respect to all or any part of the Premises or of Tenant's interest in this Lease, then the Term shall not be reduced and Tenant shall continue to pay in full all rents, impositions and other charges required herein, without reduction or abatement thereof at the times herein specified; provided, however, that Tenant shall not be required to perform such obligations that Tenant is prevented from performing by reason of such temporary Taking.

(e) If any Leasehold Mortgage exists, the Leasehold Mortgagee(s), to the extent permitted by law, shall be made a party to any Taking proceeding.

ARTICLE XV
QUIET ENJOYMENT

Tenant's possession of the Premises shall not be disturbed by Landlord, its successors or assigns.

ARTICLE XVI
DEFAULT REMEDIES

Section 16.1 Landlord's Right to Perform.

(a) Landlord's Option. If Tenant fails to pay when due amounts payable under this Lease or to perform any of its other obligations under this Lease within the time permitted for its performance, then Landlord, after fifteen (15) days' prior written notice to Tenant and without waiving any of its rights under this Lease, may (but will not be required to) pay such amount or perform such obligation.

(b) Additional Rent. All amounts so paid by Landlord and all reasonable out-of-pocket costs and expenses including reasonable legal fees, incurred by Landlord in connection with the performance of any such obligations will be payable by Tenant to Landlord within thirty

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(30) days after demand and shall constitute "Additional Rent" with interest thereon at the rate of ten percent (10%) per annum from the date of Landlord's having made each such payment or incurred each such cost or expense, shall be payable by Tenant to Landlord. Landlord shall provide Tenant with invoices and other reasonable evidence of the amounts paid or incurred by Landlord in connection with its exercise of its rights pursuant to this Article.

Section 16.2 Events of Default.

At the option of Landlord, the occurrence of any of the following events shall constitute an "**Event of Default**" by Tenant:

(a) Tenant defaults in the due and punctual payment of any Additional Rent, and such default continues for ninety (90) days after receipt of written notice from Landlord; and

(b) Tenant breaches any of the other agreements, terms, covenants, or conditions which this Lease requires Tenant to perform, and such breach continues for a period of one hundred eighty (180) days after receipt of written notice from Landlord; provided, however, if the nature of the breach is such that it cannot reasonably be cured by Tenant within the period of one hundred eighty (180) days, then Tenant shall not be deemed in default of this Lease if Tenant commences the curing of such default within such period of one hundred eighty (180) days and prosecutes in good faith to cure the same.

Section 16.3 Remedies for Lease Violations.

If one (1) or more Events of Default set forth in Section 16.2 shall occur, then Landlord may, as its sole and exclusive remedy under this Lease, at law and in equity, elect to: (i) upon providing thirty (30) days' advance written notice to Tenant, subject to HUD approval, to the extent required, transfer title to the fee estate of the Premises to Tenant; (ii) seek specific performance of Tenant's obligations under the Lease; or (iii) seek reimbursement from Tenant under Section 16.1(a).

Section 16.4 Excusable Delays.

Tenant shall not be in default hereunder if a delay in Tenant's performance of its obligations hereunder arises from unforeseeable causes beyond the reasonable control and without the fault or negligence of Tenant. Examples of such causes include (a) acts of God, or public enemy, (b) acts or failure to act of Landlord, HUD, or other governmental entity in either its sovereign or contractual capacity, (c) acts or failure to act of another contractor in the performance of a contract with Landlord, (d) fires, (e) floods, (f) pandemics and epidemics, (g) quarantine restrictions, (h) strikes or labor disputes, (i) freight embargoes, (j) unusually severe weather, (k) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Tenant and the subcontractors or suppliers, (1) delays caused by litigation, (m) unusual disruptions in financial markets, and (n) terrorist attacks.

Section 16.5 Tenant's Right to Perform.

(a) Right to Perform Covenants. If Landlord shall, at any time, fail to perform any of its obligations hereunder or be in breach of any of its representations and warranties herein,

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Tenant shall, except in the event of an emergency, provide Landlord with notice of such default, and if Landlord does not commence action to cure any such default within the time period specified below after the giving of such notice, or immediately, in the event of an emergency, then Tenant may, without any obligation so to do and without waiving or releasing any obligation of Landlord contained in this Lease, take such actions and make such payments as may be necessary or appropriate to fulfill Landlord's obligations or otherwise cure any default of Landlord hereunder. In cases of emergency, Tenant shall nevertheless make reasonable efforts to provide notice of default to Landlord. Where no emergency exists, and after giving notice to Landlord, Tenant shall allow Landlord ten (10) days to commence a cure, unless Tenant's interests would be jeopardized by such delay, in which event Tenant shall allow such shorter time period as it may specify in its notice to Landlord.

(b) Costs and Expenses. All reasonable sums so paid by Tenant and all reasonable costs and expenses incurred by Tenant in connection with the performance of any of the obligations of Landlord hereunder, or on account of any breach by Landlord of its representations and warranties herein, together with reasonable attorneys' fees incurred by Tenant in connection therewith or in enforcing its rights hereunder, and together with interest thereon at the rate of fifteen percent (15%) per annum from the date of Tenant's having made each such payment or incurred each such cost or expense, shall be payable by Landlord to Tenant. Tenant shall provide Landlord with invoices and other reasonable evidence of the amounts paid or incurred by Tenant in connection with its exercise of its rights pursuant to this Article.

ARTICLE XVII
HUD PROVISIONS

Section 17.1 HUD Provisions

Notwithstanding any other provisions of this Lease, if and so long as this leasehold is subject to a Section 202 Mortgage held by the Secretary of HUD, or given to the Secretary of HUD in connection with a resale, or the Premises are acquired and held by him because of a default under said mortgage:

(a) The Tenant is authorized to obtain a Section 202 Capital Advance from the Secretary of HUD, secured by a mortgage on this leasehold estate. Tenant is further authorized to execute a mortgage on the leasehold and otherwise to comply with the requirements of HUD for obtaining a mortgage.

(b) The Secretary of HUD, or his successors in office, shall have the option in the event that he or his successor in office shall acquire title to the leasehold estate, to purchase good and marketable fee title to the Premises, free of all liens and encumbrances except such as may be waived or accepted by him or his successor in office, within twelve (12) months after so acquiring the leasehold estate, for the sum of $123,000 payable in cash or by certified or U.S. Treasury check, provided all rents are paid to date of transfer of title, upon first giving sixty (60) days written notice to the Landlord or other person or corporation who may then be the owner of the fee, and the owner of the fee shall thereupon execute and deliver to the Secretary, or his successor in office, a deed of conveyance to the Premises, containing a covenant against the grantor's acts, but excepting therefrom such acts of the Tenant and those claiming by through or

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under the holder of the leasehold estate. Nothing in this option shall require the Landlord to pay any taxes or assessments which were due and payable by the Tenant.

(c) If approved by the Secretary of HUD, Tenant may assign, transfer or sell its interest in the Premises.

(d) (i) Insurance policies shall be in an amount, and by such companies, and in such form, and against such risks and hazards, as shall be required by the mortgagee and/or the Secretary of HUD,

(ii) The Landlord shall not take out separate insurance concurrent in form or contributing in the event of loss with that specifically required to be furnished by the Tenant to HUD. The Landlord may at its own expense, however, take out separate insurance which is not concurrent in form or not contributing in the event of loss with that specifically required to be,

(e) (i) If all or any part of the Premises shall be taken by condemnation that portion of any award attributable to improvements, or damage to the improvements, shall be paid to the mortgagee or otherwise disposed of as may be provided in the mortgage. Any portion of the award attributable solely to the taking of the land shall be paid to the Landlord. After the date of taking, the annual ground rent shall be reduced ratably by the proportion which the award paid to the Landlord bears to the total value of the land as established by the amount of the Secretary of HUD would be required to pay upon acquisition of the fee.

(ii) In the event of a negotiated sale of all or any portion of the Premises in lieu of condemnation, the proceeds shall be distributed and ground rents reduced as provided in cases of condemnation, but the approval of the Secretary of HUD shall be required as to the amount and division of the payment to be received.

(f) The Landlord agrees that, within ten (10) days after receipt of written request from the Tenant, it will join in any authorizations required by any governmental or other body claiming jurisdiction in connection with any work which the Tenant may do hereunder, and will also join in any grants for easements for electric, telephone, gas, water, sewer and such other public utilities and facilities as may be reasonably necessary in the operation of the demised premises or of any improvements that may be erected thereon, and if at the expiration of ten (10) day's period, the Landlord shall not have joined in any such application, or grants for easements, the Tenant shall have the right to execute such application and grants in the name of the Landlord, and, for that purpose, the Landlord hereby irrevocably appoints the Tenant as its Attorney-in-fact to execute such papers on behalf of the Landlord,

(g) Nothing in this lease contained shall require the Tenant to pay any franchise, estate, inheritance, succession, capital levy or transfer tax, or any other tax, assessment, charge or levy upon the rent payable by the Landlord under this lease,

(h) Upon any default under this lease which authorizes the cancellation thereof by the Landlord, Landlord shall give notice to the Secretary of HUD, and the Secretary of HUD, his successors and assigns, shall have the right any time within six (6) months from the date of

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such notice to correct the default and reinstate the lease unless Landlord has first terminated the lease as provided herein.

At any time after two (2) months from the date a notice of default is given to the Secretary of HUD, the Landlord may elect to terminate the lease and acquire possession of the demised premises. Upon acquiring possession of the Premises, Landlord shall notify the Secretary. The Secretary shall have six (6) months from the date of such notice of acquisition to elect to take a new lease on the Premises. Such new lease shall have a term equal to the unexpired portion of the term of this lease and shall be on the same terms and conditions as contained in this lease, except that the Secretary's liability for ground rent shall not extend beyond his occupancy under such lease. The Landlord shall tender such new lease to the secretary within thirty (30) days after a request for such lease and shall deliver possession of the demised premises immediately upon execution of the new lease. Upon executing a new lease, the Secretary shall pay to Landlord any unpaid ground rentals due or that would have become due under this lease to the date of execution of the new lease, including any taxes which were liens on Premises and which were paid by Landlord, less any net rentals or other income which Landlord may have received on account of this property since the date of default under the lease.

(i) All notices, demands and requests which are required to be given by tire Landlord, the Tenant, or the Secretary shall be in writing and shall be sent by registered or certified mail, postage prepaid, and addressed to: U.S, Department of Housing and Urban Development, Buffalo Regional Office, Lafayette Court, 465 Main Street, Buffalo, N.Y. 14203 unless a request for a change in this address has been sent to the party giving the notice by registered or certified mail prior to the time when such notice is given.

(j) This Lease shall not be modified without the consent of the Secretary of HUD.

ARTICLE XVIII
MISCELLANEOUS

Section 18.1 No Brokers.

Neither Landlord nor Tenant has dealt with any broker or finder with regard to the Premises or this Lease. Both Landlord and Tenant will indemnify, defend and hold the other harmless from and against any loss, liability and expense (including attorneys' fees and court costs) arising out of claims for fees or commissions in connection with this Lease.

Section 18.2 Time of Essence.

Time is of the essence of each and every provision of this Lease, but subject always to the provisions of Section 16.4, "Excusable Delays."

Section 18.3 No Waiver.

No waiver of any condition or agreement in this Lease by either Landlord or Tenant will imply or constitute a further waiver by such party of the same or any other condition or agreement. No act or thing done by Landlord or Landlord's agents during the Term will be deemed an

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acceptance of a surrender of the Premises, and no agreement to accept such surrender will be valid unless in writing signed by Landlord. No payment by Tenant, nor receipt from Landlord, of a lesser amount than the Rent, Additional Rent, or other charges or fees due as stipulated in this Lease will be deemed to be anything other than a payment on account of the same, and to the earliest due of the same. No endorsement or statement on any check, or any letter accompanying any check or payment as Rent, will be deemed an accord and satisfaction. Landlord will accept such check for payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other remedy available to Landlord. If this Lease is assigned, or if the Premises or any part of the Premises are sublet or occupied by anyone other than Tenant, Landlord may collect rent from the assignee, subtenant, or occupant and apply the net amount collected to the Rent reserved in this Lease. No such collection will be deemed a waiver of the covenant in this Lease against assignment and subletting, or the acceptance of the assignee, subtenant, or occupant as Tenant, or a release of Tenant from the complete performance by Tenant of its covenants in this Lease.

Section 18.4 Captions; Exhibits; Gender; Etc.

The captions are inserted in this Lease only for convenience of reference and do not define, limit, or describe the scope or intent of any provisions of this Lease. The exhibits to this Lease are incorporated into this Lease and are a part hereof. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another.

Section 18.5 Entire Agreement.

This Lease expressly amends, restates and supersedes the Original Ground Lease in its entirety so that the Original Ground Lease is of no further force and effect. This Lease, including all attached exhibits, contains the entire agreement between Landlord and Tenant with respect to its subject matter. Except for those which are specifically set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to one another with respect to this Lease. In the event of any inconsistency or ambiguity between this Lease and the documents executed in connection with any Leasehold Mortgage, this Lease shall control. In the event of any inconsistency between this Lease and the HUD Section 202 regulations, then the HUD Section 202 regulations shall control.

Section 18.6 Amendment.

This Lease can be amended only by a written document agreed to and signed by Landlord and Tenant (subject to the rights of HUD, and/or any Leasehold Mortgagee, as applicable). Landlord's consent shall not be required for amendments made with the consent of HUD so long as the amendment does not increase Landlord's obligations under this Lease.

Section 18.7 Severability.

If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected and shall continue in full force and effect; and in lieu of each provision found to be illegal, invalid, or unenforceable,

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there will be added to this Lease a provision as similar to such illegal, invalid, or unenforceable provision as may be possible.

Section 18.8 Notices.

Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease shall be in writing and sent or served at the addresses first listed above and shall be deemed given when received, if (i) delivered by hand, (ii) sent by registered or certified mail, return receipt requested, or (iii) sent by recognized overnight delivery service such as Federal Express. A party may change its address by giving written notice to the other party as specified herein.

Section 18.9 Governing Law and Venue.

This Lease will be governed by and construed in accordance with the internal laws of the State of New York.

Section 18.10 Binding Effect.

This Lease will inure to the benefit of, and will be binding upon, Landlord's successors and assigns except as otherwise provided in this Lease. This Lease will inure to the benefit of, and will be binding upon. Tenant's successors and assigns so long as the succession or assignment is permitted pursuant to the terms of this Lease.

Section 18.11 Cumulative Rights.

Except as expressly limited by the terms of this Lease, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

Section 18.12 Relationship of Parties, No Third Party Beneficiary.

The parties hereto expressly declare that, in connection with the activities and operations contemplated by this Lease, they are neither partners nor joint venturers.

Section 18.13 Counterparts.

This Agreement may be executed in counterparts and all such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

Section 18.14 Non-Recourse.

Notwithstanding any provision hereof to the contrary, or any other express or implied agreement between the parties, or any act or course of conduct hereunder, the obligations of the parties set forth herein shall solely be those of the entities named in the first paragraph of this Lease, and no officer, director, shareholder, member, employee or agent of any party hereto shall have any personal liability whatsoever under this Lease, it being understood and agreed that Landlord shall look solely to the assets of the Tenant for recourse hereunder.

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Section 18.15 Cooperation.

Landlord and Tenant agree that they will cooperate with one another in all respects in furtherance of the Project. In particular, Landlord recognizes that the nature of the process and the varied sources of project funding make it extremely difficult to anticipate every potential provision which may be required in this Lease. From time to time, Tenant may request modifications to the Lease to satisfy the requirements of financing sources including, without limitation, government agencies and private lenders and equity sources. Landlord will use all reasonable efforts to accommodate such requests and will not unreasonably withhold or delay its approval and execution of modifications to this Lease which do not materially and adversely alter the basic terms hereof. Nothing herein shall impose upon Landlord any requirement to approve any modification or amendment to the Lease which would violate or contravene any applicable laws or any contract or agreement to which Landlord is a party or which is binding on Landlord. Landlord agrees that it will, upon request of Tenant, from time to time, enter into an amended and restated lease combining into one document the entire Lease and all amendments and modifications theretofore entered into.

[SIGNATURE PAGE TO FOLLOW]

Attachment: AmherstSrApts.PILOT.Ex1-A.MenorahAmherstTowne-03082024135140 (RES-2024-270 : PILOT Agreement - Amherst Senior

IN WITNESS WHEREOF, and intending to be legally bound hereby, Landlord and Tenant have executed this Amended and Restated Ground Lease as of the Effective Date.

LANDLORD:

MENORAH CAMPUS, INC.,
a New York not-for-profit corporation

By: _____
Robert T. Mayer,
CEO

TENANT:

AMHERST TOWNE SENIOR APARTMENTS, INC., a New York not-for-profit corporation

By: _____
Name: Robert T. Mayer,
Title: President

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EXHIBIT "A"
PREMISES

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 Number 75, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a point in the westerly line of John James Audubon Parkway (as a 160 foot wide road) at its intersection with the south line of deed filed in the Erie County Clerk's Office in Liber 9820 of Deeds at page 76; thence westerly along the south line of said Liber 9820 of Deeds at page 76, at a bearing of S89° 17'59" W a distance of 285.00 feet to a point being the True Point and Place of Beginning; thence southerly along a line at a bearing of S 00° 42' 01" E, a distance of 138.00 feet to a point; thence westerly along a line at a bearing of S 89° 17' 59" W, a distance of 65.00 feet to a point; thence southerly along a line at a bearing of S 00° 42' 01" E, a distance of 155.00 feet to a point; thence westerly along a line at a bearing of S 89° 17' 59"W, a distance of 145.00 feet to a point; thence northerly along a line at a bearing of N 00° 42' 01" W, a distance of 163.00 feet to a point; thence westerly along a line at a bearing of S89° 17' 59" W, a distance of 35.00 feet to a point; thence northerly along a line.at a bearing of N 00° 42' 01" W a distance of 130.00 feet to a point in the south line of said Liber 9820 of Deeds at page 76; thence easterly along the south line of said Liber 9820 of Deeds at page 76 at a bearing of N 89° 17' 59" E , a distance of245.00 feet to the True Point and place of Beginning.

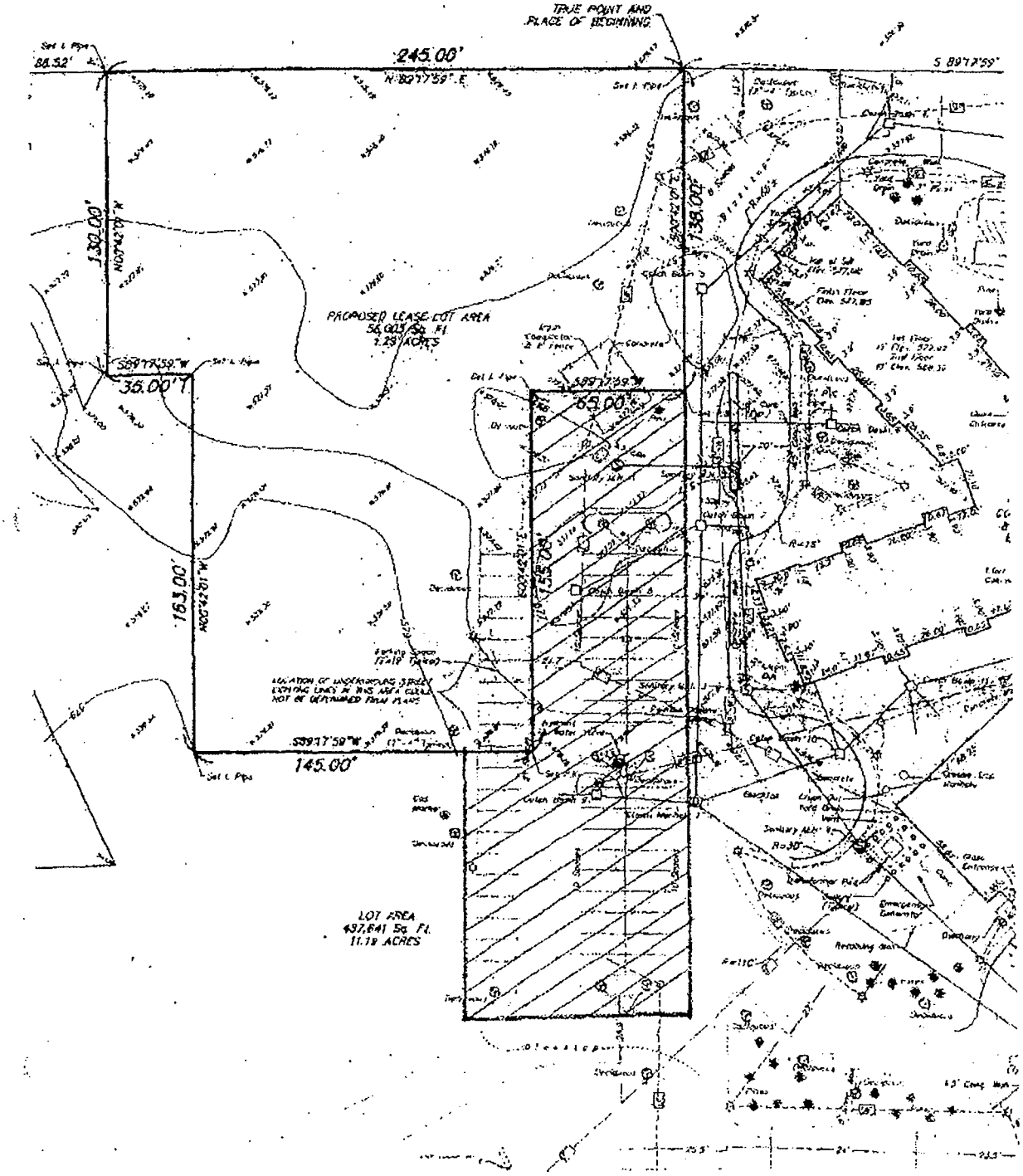
TOGETHER with a non-exclusive right of ingress, egress and regress over all roads now existing or hereafter constructed to and from the above described lands to John James Audubon Parkway and North Forest Road and a non-exclusive right to use existing or future walkways on the lands conveyed to Menorah Campus, Inc. d/b/a The Harry and Jeanette Weinberg Campus by Deed recorded in Liber 10970 of Deeds at page 3463.

TOGETHER with a non-exclusive use of 25 parking spaces located within the hatched marked area shown on Exhibit A-2 .

Attachment: AmherstSrApts.PILOT.Ex1-A.MenorahAmherstTowne-03082024135140 (RES-2024-270 : PILOT Agreement - Amherst Senior

EXHIBIT. "A.-2" PARKING AREA

MONROE



If HOPY ltr

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Exhibit 2

Affirmative Fair Housing Marketing Plan

See Attached:

DRAFT - the attached Affirmative Fair Housing Marketing Plan (AFHMP) has been submitted for HUD review. No marketing or leasing is permitted until approval of the AFHMP by HUD. Marketing or leasing includes the solicitation, distribution or acceptance of applications or development of a waiting list.

Attachment: AmherstSrApts.PILOT.Ex2-03082024135456 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659))

EXHIBIT 2

U.S. Department of Housing and Urban Development PBRA Housing Assistance Payments ("HAP")

Attachment: AmherstSrApts.PILOT.Ex2PBRA-03082024135541 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS

OMB Approval 2502-0612
(Exp. 7/31/2025)

Part I
PBRA Housing Assistance Payments Contract for the Conversion of **Section 202 Project Rental Assistance Contract (PRAC)** to Project-Based Section 8 (Rental Assistance Demonstration Component 2)

U.S. Department of Housing and Urban Development
Office of Multifamily Housing Programs

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This collection of information is required to apply to the Rental Assistance Demonstration program as authorized by the Consolidated and Further Continuing Appropriations Act of 2012 and subsequent appropriations. Requirements for RAD were established in PIH 2012-32 and subsequent notices. The information will be used to direct the owner to appropriate technical assistance to initiate the conversion process. There are no assurances of confidentiality.

Type of Financing at Time of Conversion:	Section 8 Project Number:	FHA Project Number (if applicable):
N/A	NY06RP00001	N/A

This contract is a housing assistance payments contract (HAP Contract) between the United States of America, acting through the Department of Housing and Urban Development (HUD), and Amherst Senior Apartments, LP (Owner). The HAP Contract is subject to Notice H-2019-09 PIH-2019-23(HA), as amended or revised from time to time (or any successor document) (RAD Notice), including 24 C.F.R. Part 880 (as in effect November 5, 1979, as amended), as modified and as published in Appendix I of the RAD Notice.

1.1 Statutory Authority, Purpose of HAP Contract, and HAP Contract Terminology.

(a) **Statutory Authority.** The HAP Contract is entered pursuant to the Consolidated and Further Continuing Appropriations Act, 2012, Pub. L. No. 112-55, 125 Stat. 552, 673 – 675 (Nov. 18, 2011); as amended by the Consolidated Appropriations Act, 2014, Pub. L. No. 113-76, 128 Stat. 5, 635 (Jan. 17, 2014); as further amended by the Consolidated and Further Continuing Appropriations Act, 2015, Pub. L. No. 113-235, 128 Stat. 2130, 2757 – 2758 (Dec. 6, 2014); as further amended by the Consolidated Appropriations Act, 2016, Pub. L. No. 114-113, 129 Stat. 2242, 2897 (Dec. 18, 2015); as further amended by the Consolidated Appropriations Act, 2017, Pub. L. No. 115-31, 131 Stat. 135, 789 (May 5, 2017); as further amended by the Consolidated Appropriations Act, 2018, Pub. L. No. 115-141, 132 Stat. 348, 1038 – 1039 (Mar. 23, 2018), as further amended from time to time; section 8 of the United States Housing Act of 1937 (Act), 42 U.S.C. § 1437 et seq.; and the Department of Housing and Urban Development Act, 42 U.S.C. § 3531 et seq.

(b) **Purpose.** The purpose of the HAP Contract is to effectuate the conversion of a Section 202 Project Rental Assistance Contract (PRAC) project to a Multifamily Housing project with Project-Based Rental Assistance under section 8 of the Act.

(c) **Terminology.** Terms in the HAP Contract that are not otherwise defined herein have the definition given in the RAD Notice, including those terms defined in Appendix I of the RAD Notice setting forth 24 C.F.R. Part 880 except as struck in part. Terms that are not defined in the RAD Notice (including Appendix I) shall have the meanings given in 24 C.F.R. part 5, which applies pursuant to 24 C.F.R. § 880.104(d).

1.2 Scope; Assignability of HAP Contract; and HUD Requirements.

Attachment: AmherstSrApts.PILOT.Ex2PBRA-03082024135541 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS

(a) **Scope of HAP Contract**. The HAP Contract consists of Part I, Part II, and the exhibits identified in section 1.4(d) of the HAP Contract, which are hereby incorporated into and made a part of the HAP Contract.

(b) **Assignability of HAP Contract**. HUD may assign the HAP Contract at any time to a public housing agency (PHA) for the purpose of PHA administration of the HAP Contract to the extent permitted under any Annual Contributions Contract (ACC) between HUD and the PHA. Unless and until HUD assigns the HAP Contract to a PHA, HUD shall be the Contract Administrator (CA) and, in that capacity, a party to the HAP Contract. Upon any assignment of the HAP Contract by HUD to a PHA, the PHA shall assume all the contractual obligations of HUD under the HAP Contract (or of any PHA to which HUD had previously assigned the HAP Contract) and shall replace HUD (or any PHA to which HUD had previously assigned the HAP Contract) as the CA and as a party to the HAP Contract during the ACC term.

(c) **HUD Requirements**. The HAP Contract shall be construed and administered in accordance with the RAD Notice. With the exception of the provisions of 24 C.F.R. Part 880 and section 8 of the Act that are identified in Appendix I and Appendix II of the RAD Notice, respectively, as inapplicable, the HAP Contract shall further be construed and administered in accordance with all statutory requirements and all HUD regulations and other requirements, including any amendments to and/or changes in statutory requirements, HUD regulations (including 24 C.F.R. Part 880), and other requirements. However, any changes in HUD requirements, except to the extent required by statute, that are inconsistent with the provisions of sections 2.3(a)(1) or 2.6 of the HAP Contract, shall not be applicable.

(d) **Statutory Changes during Term**. If any statutory change during the term of the HAP Contract is inconsistent with section 2.3(a)(1) or 2.6 of the HAP Contract, and if HUD determines, and so notifies the Contract Administrator and the Owner, that the Contract Administrator is unable to carry out the provisions of such sections because of such statutory change, then the Contract Administrator or the Owner may terminate the HAP Contract upon notice to the other party.

1.3 Effective Date, Initial Term, and Funding For Initial Term of HAP Contract.

(a) **Effective Date and Initial Term**. The HAP Contract begins on 03/01/2023 and shall run for an initial term of twenty (20) years.

(b) **Funding for Initial Term**.

(1) Execution of the HAP Contract by HUD is an obligation of HUD of $ 1,257,000.00, an amount sufficient to provide housing assistance payments for approximately ten (10) months of the first annual increment of the HAP Contract term.

(2) HUD will provide additional funding for any remainder of the first annual increment and for subsequent annual increments, including any remainder of such subsequent annual increments, subject to the availability of sufficient appropriations. When such appropriations are available, HUD will obligate additional funding and provide the Owner written notification of (i) the amount of such additional funding, and (ii) the approximate amount of time within the HAP Contract term to which it will be applied.

1.4 Fiscal Year, Project Description, Statement of Services, and Exhibits.

(a) **Fiscal Year**. The ending date of each Fiscal Year shall be December 31st. (Insert March 31, June 30, September 30, or December 31, as approved by HUD.) The Fiscal Year for the project shall be the 12-month period ending on this date. However, the first Fiscal Year for the project is the period beginning with the effective date of the Contract and ending on the last day of the Fiscal Year. The project must comply with 24 CFR part 5, subpart H, as amended, revised, or modified by HUD.

Attachment: AmherstSrApts.PILOT.Ex2PBRA-03082024135541 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS

(b) **Project Description** (Print or type the street address(es) and the number of units by bedroom size).

467 John James Audubon Parkway / Amherst, NY 14228 150 1BR / 1BA units (subsidize

(c) **Statement of Services, Maintenance and Utilities Provided by the Owner.**

(1) Services and Maintenance (check all items included in rent):

☑Parking	☑Trash Removal	☐Nursing Care
☑Laundry Facilities	☐Swimming Pool	☐Tennis Courts
☐Linen/Maid Service	☑Community Ro	☐_____
☐_____		

(2) Equipment (check all items included in rent):

☑Range	☐Dishwasher	☐Kitchen Exhaust Fan
☑Refrigerator	☑Carpet	☐Ceiling Fans
☑Air Conditioner	☐Drapes	☑ Smoke Detectors
☐Disposal	☐Mini Blinds	☐_____
☐_____		

(3) Utilities (check all items included in rent. For each item, even those not included in rent, enter E, F, or G on line beside that item; E = electric; G = gas; F = fuel oil or coal):)

(4)

☑Heating G	☑Hot Water G	☐Lights, etc. E
☐Cooling E	☐Cooking E	☑Water/Sewer
☐_____	☐_____	☐_____

(5) Other:

N/A

Attachment: AmherstSrApts.PILOT.Ex2PBRA-03082024135541 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS

(d) **Exhibits.** The exhibits to the HAP Contract consist of the following:

(1) **Exhibit 1**: Schedule of Contract Units and Contract Rents;

(2) **Exhibit 2**: Affirmative Fair Housing Marketing Plan; and

(3) **Exhibit 3**: Supportive Services for Elderly Families

1.5 Contract Rent Levels. The Contract Rent level for each contract unit shall be as stated in Exhibit 1 and shall be adjusted in accordance with section 2.6 of the HAP Contract and the RAD Notice or successor provision.

1.6 Owner Obligation to Operate Project. The Owner agrees to operate the project for the full initial term of the HAP Contract specified in section 1.3(a) and for each renewal term in accordance with the HAP Contract, the RAD Notice, all statutory requirements, and all HUD regulations and other requirements, including any amendments to and/or changes in statutory requirements, HUD regulations (including 24 C.F.R. Part 880, as modified and as published in Appendix I of the RAD Notice), and other requirements.

1.7 Mandatory Contract Renewal During Term of Elderly Housing Use Agreement. Upon expiration of the initial term and each renewal term of the HAP Contract, the Contract Administrator shall offer to renew the HAP Contract subject to the terms and conditions applicable at the time of each offer, and the Owner shall accept each such offer, as long as the Elderly Housing Use Agreement required under the RAD Notice is in effect.

1.8 Owner's Obligation to Provide Supportive Services and Employ Service Coordinator.

(a) Throughout the initial term and each renewal term of the HAP Contract, the Owner shall, subject to subsections (b) and (c), make available the supportive services listed in Exhibit 3 of the HAP Contract for Elderly Families residing in the project.

(b) The Owner may request that HUD periodically revise Exhibit 3 as needed for the Owner to accommodate the needs of such Elderly Families, as such needs may change from time to time.

(c) If HUD agrees to the Owner's requested revision(s), HUD shall provide the Owner a revised Exhibit 3 that specifies the supportive services that the Owner is required to provide and the date on which Exhibit 3, as revised, shall take effect. When HUD provides a revised Exhibit 3 to the Owner, the revised Exhibit shall automatically constitute an amendment to the HAP Contract.

(d) The Owner may not require any Elderly Family to accept any of the supportive services.

1.9 Flood Insurance Applicability.

☐ If the adjacent box is checked, the Owner agrees that the project will be covered, during the life of the property, regardless of transfer of ownership, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less.

Attachment: AmherstSrApts.PILOT.Ex2PBRA-03082024135541 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS

Signature Page

Warning: The below signatory certifies that the information provided on this form and in any accompanying documentation is true and accurate. The below signatory understands that any misrepresentations may be subject to civil and/or criminal penalties including, but not limited to, fine or imprisonment, or both under the provisions of Title 18, United States Code, Sections 1001 and 1010.

As evidenced by the signature below of their authorized representative, the Owner and HUD hereby agree to the terms of this HAP Contract, the scope of which is set forth in section 1.2(a) of the HAP Contract.

Owner

Name of Owner (Print or Type)

Amherst Senior Apartments, LP, a Nevada limited partnership

By: Eleanor White
Signature of authorized representative

Name of Signatory (Print or Type)
Eleanor White

Official Title (Print or Type)
President

Date (mm/dd/yyyy): 01/30/2023

United States of America
Secretary of Housing and Urban Development

By: _____
Signature of authorized representative

Name of Signatory (Print or Type)
Bennett R. Hilley

Official Title (Print or Type)
Deputy Director, Office of Recapitalization

Date (mm/dd/yyyy): 01/30/2023

Attachment: AmherstSrApts.PILOT.Ex2PBRA-03082024135541 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS

Attachment: AmherstSrApts.PILOT.Ex2PBRA-03082024135541 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS

Exhibit 1

Schedule of Contract Units and Contract Rents

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
50	1 BR	$1,193	$33	$1,226
50	1 BR	$1,193	$30	$1,223
50	1 BR	$1,193	$35	$1,228

OMB Approval 2502-0612
(Exp. 7/31/2025)

Part II
PBRA Housing Assistance Payments Contract for the Conversion of **Section 202 Project Rental Assistance Contract (PRAC)** to Project-Based Section 8 (Rental Assistance Demonstration Component 2)

U.S. Department of Housing and Urban Development
Office of Multifamily Housing Programs

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This collection of information is required to apply to the Rental Assistance Demonstration program as authorized by the Consolidated and Further Continuing Appropriations Act of 2012 and subsequent appropriations. Requirements for RAD were established in PIH 2012-32 and subsequent notices. The information will be used to direct the owner to appropriate technical assistance to initiate the conversion process. There are no assurances of confidentiality.

Section 8 Project Number:	FHA Project Number (if applicable):
NY06RP00001	N/A

2.1 OWNER'S WARRANTIES, COMPLETION DATE FOR ANY WORK, OWNER CERTIFICATIONS, AND INSPECTION REQUIREMENTS.

(a) **Legal Capacity.** The Owner warrants that it has the legal right to execute this HAP Contract and to lease dwelling units covered by this HAP Contract.

(b) **Condition of Property.** The Owner warrants that the rental units to be leased by the Owner under the HAP Contract are in decent, safe and sanitary condition (as defined and determined in accordance with HUD regulations and procedures) and comply with all applicable accessibility requirements, including Section 504 of the Rehabilitation Act, the Fair Housing Act, and Titles II and III of the Americans with Disabilities Act or will be in such condition no later than the date of completion of the Work (including any environmental mitigation measures), as indicated in Section 11.4 of the RAD Conversion Agreement, which will be on 02/01/2024. The Owner further warrants that it will remedy any defects or omissions covered by this warranty if called to its attention within 12 months of the date of completion of any Work indicated in the previous sentence.

(c) **Labor Standards.** By execution of the HAP Contract, the Owner warrants that to the extent that construction or rehabilitation is performed on nine or more units that were not previously rent-assisted or rent-restricted and will be newly assisted as a result of the conversion under RAD (including without limitation, through transfer of assistance), such construction or rehabilitation shall be in compliance with applicable labor standards, including Davis-Bacon wage requirements.

(d) **Inspection Requirement.** The Owner agrees to submit a written request to HUD for an inspection of the project by HUD's Real Estate Assessment Center no later than the Completion Date for any Work referenced in Section 2.1(b).

2.2 FAMILIES TO BE HOUSED; CONTRACT ADMINISTRATOR (CA) ASSISTANCE.

(a) **Families to Be Housed.** The Contract Units are to be leased by the Owner to eligible Low-Income Elderly Families (Families) for occupancy by such Families solely as private dwellings and as their principal place of residence. (See also section 2.9.)

Attachment: AmherstSrApts.PILOT.Ex2PBRA-03082024135541 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS

(b) **CA Assistance.**

(1) The CA hereby agrees to make housing assistance payments on behalf of Families for the Contract Units, to enable the Families to lease decent, safe, and sanitary housing pursuant to section 8 of the Act.

(2) If there is a Utility Allowance and if the Allowance exceeds the total Family contribution, the Owner shall pay the Family the amount of the excess. The CA will pay funds to the Owner in trust solely for the purpose of making this payment. Any pledge by the Owner of payments properly payable under this HAP Contract shall not be construed to include payments covered by this paragraph (b)(2). (See 24 C.F.R. § 880.501(e).)

2.3 HOUSING ASSISTANCE PAYMENTS TO OWNER.

(a) **Housing Assistance Payments on Behalf of Families.**

(1) Housing assistance payments shall be paid to the Owner for units under lease for occupancy by Families in accordance with the HAP Contract. The housing assistance payment will cover the difference between the Contract Rent and that portion of the rent payable by the Family as determined in accordance with the HUD-established schedules and criteria.

(2) The amount of housing assistance payment payable on behalf of a Family and the amount of rent payable by the Family shall be subject to change by reason of changes in Family Income, Family composition, extent of exceptional medical or other unusual expenses or program rules in accordance with the HUD-established schedules and criteria; or by reason of a change in any applicable Utility Allowance approved or required by the CA. Any such change shall be effective as of the date stated in a notification of the change to the Family, which need not be at the end of the Lease Term.

(b) **Vacancies During Rent-Up.** If a Contract Unit is not leased as of the effective date of the HAP Contract, the Owner is entitled to housing assistance payments in the amount of 80 percent of the Contract Rent for the unit for a vacancy period not exceeding 60 days from the effective date of the HAP Contract, provided that the Owner (1) commenced marketing; (2) has taken and continues to take all feasible actions to fill the vacancy, including, but not limited to, contacting applicants on its waiting list, if any, and advertising the availability of the unit in a manner specifically designed to reach eligible Families; and (3) has not rejected any eligible applicant, except for good cause acceptable to the CA.

(c) **Vacancies after Rent-Up.** If an eligible Family vacates a unit, the Owner is entitled to housing assistance payments in the amount of 80 percent of the Contract Rent for the first 60 days of vacancy if the Owner:

(1) Certifies that it did not cause the vacancy by violating the lease, the HAP Contract or any applicable law or by moving a Family to another unit;

(2) Notified the CA of the vacancy or prospective vacancy and the reasons for it immediately upon learning of the vacancy or prospective vacancy;

(3) Has fulfilled and continues to fulfill the requirements specified in paragraphs (b)(1), (2), and (3) of this section; and

(4) Certifies that any eviction resulting in a vacancy was carried out in compliance with section 2.8.

(d) **Vacancies for Longer than 60 Days.** If an assisted unit continues to be vacant after the period specified in paragraph (b) or (c) of this section, the Owner may apply to receive additional payments for the vacancy period in an amount equal to the principal and interest payments required to amortize that portion of the debt service attributable to the vacant unit, as determined or approved by HUD, for up to 12 additional months for the unit if:

Attachment: AmherstSrApts.PILOT.Ex2PBRA-03082024135541 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS

(1) The unit was in decent, safe and sanitary condition during the vacancy period for which payments are claimed;

(2) The Owner has fulfilled and continues to fulfill the requirements specified in paragraph (b) or (c) of this section, as appropriate; and

(3) The Owner has demonstrated to the satisfaction of HUD that:

(i) For the period of vacancy, the project is not providing the Owner with revenues at least equal to project expenses (exclusive of depreciation), and the amount of payments requested is not more than the portion of the deficiency attributable to the vacant unit; and

(ii) The project can achieve financial soundness within a reasonable time.

(e) **Prohibition of Double Compensation for Vacancies.** The Owner is not entitled to payments for vacant units to the extent it can collect for the vacancy from other sources (such as security deposits, other amounts collected from the Family, payments from the CA under section 2.7(b), and governmental payments under other programs). If the Owner collects any of the Family's share of the rent for a vacancy period in an amount which, when added to the vacancy payment, results in more than the Contract Rent, the excess must be reimbursed as HUD directs.

(f) **CA Not Obligated for Family Rent.** The CA has not assumed any obligation for the amount of rent payable by any Family or the satisfaction of any claim by the Owner against any Family other than in accordance with section 2.7(b) of this HAP Contract. The financial obligation of the CA is limited to making housing assistance payments on behalf of Families in accordance with this HAP Contract.

(g) **Owner's Monthly Requests for Payments.**

(1) The Owner shall submit monthly requests to the CA or as directed by the CA for housing assistance payments. Each request shall set forth: (i) the name of each Family and the address and/or number of the unit leased by the Family; (ii) the address and/or the number of each unit, if any, not leased to Families for which the Owner is claiming payments; (iii) the Contract Rent as set forth in Exhibit 1 for each unit for which the Owner is claiming payments; (iv) the amount of rent payable by the Family leasing the unit (or, where applicable, the amount to be paid the Family in accordance with section 2.2(b)(2)); and (v) the total amount of housing assistance payments requested by the Owner.

(2) Each of the Owner's monthly requests shall contain a certification by it that to the best of its knowledge and belief (i) the dwelling units are in decent, safe, and sanitary condition, (ii) all the other facts and data on which the request for funds is based are true and correct, (iii) the amount requested has been calculated in accordance with the provisions of this HAP Contract and is payable under the HAP Contract, (iv) none of the amount claimed has been previously claimed or paid under this HAP Contract, and (v) the Owner has not received and will not receive any payments or other consideration from the Family, the PHA (where the CA is a PHA), HUD, or any other public or private source for the unit beyond that authorized in this HAP Contract and the lease.

(3) If the Owner has received an excessive payment, the CA, in addition to any other rights to recovery, may deduct the amount from any subsequent payment or payments.

(4) The Owner's monthly requests for housing assistance payments are subject to penalty under 18 U.S.C. 1001, which provides, among other things, that whoever knowingly and willfully makes or uses any writing containing any materially false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of the executive branch of the Government of the United States, shall be fined not more than $10,000 or imprisoned for not more than five years, or both.

Attachment: AmherstSrApts.PILOT.Ex2PBRA-03082024135541 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS

2.4 MAINTENANCE, OPERATION AND INSPECTION.

(a) **Maintenance and Operation.** The Owner agrees to maintain and operate the Contract Units, unassisted units, if any, and related facilities to provide decent, safe, and sanitary housing, including the provision of all the services, maintenance and utilities set forth in section 1.4(c), in accordance with HUD's Uniform Physical Condition Standards and inspection Requirements, currently codified in 24 C.F.R. Part 5 Subpart G, and HUD's Uniform Physical Condition Standards for Multifamily Properties, currently codified in 24 C.F.R. Part 200 Subpart P. The Owner also agrees to comply with the lead-based paint regulations at 24 C.F.R. Part 35. If the CA determines that the Owner is not meeting one or more of these obligations, the CA shall have the right to take action under section 2.19(b).

(b) **Inspection.**

(1) Prior to occupancy of any Contract Unit by a Family, the Owner and the Family shall inspect the unit and both shall certify that they have inspected the unit and have determined it to be decent, safe, and sanitary. The Owner shall keep copies of these reports on file for at least three years.

(2) The CA shall inspect or cause to be inspected the Contract Units and related facilities at least annually, or as otherwise directed by HUD, and at such other times (including prior to initial occupancy and rerenting of any unit) as may be necessary to ensure that the Owner is meeting its obligation to maintain the units in decent, safe, and sanitary condition including the provision of the agreed-upon utilities and other services. The CA shall take into account complaints by occupants and any other information coming to its attention in scheduling inspections and shall notify the Owner and the Family of its determination.

(c) **Units Not Decent, Safe, and Sanitary.**

(1) If the CA notifies the Owner that it has failed to maintain a dwelling unit in decent, safe, and sanitary condition and the Owner fails to take corrective action within the time prescribed in the notification, the CA may exercise any of its rights or remedies under the HAP Contract, including reduction or suspension of housing assistance payments, even if the Family continues to occupy the unit. If, however, the Family wishes to be rehoused in another dwelling unit with section 8 assistance and the CA does not have other section 8 funds for such purposes, the CA may use the abated housing assistance payments for the purpose of rehousing the Family in another dwelling unit. If the Family continues to occupy the unit, it will do so in accordance with the terms of its lease, including the termination date and amount of rent payable by the Family.

(2) The foregoing provision, section 2.4(c)(1), shall be construed and applied in accordance with section 2.1(b) of the HAP Contract.

(d) **Notification of Abatement.** Any reduction or suspension of housing assistance payments shall be effective as provided in written notification to the Owner. The Owner shall promptly notify the Family of any such abatement.

(e) **Overcrowded and Underoccupied Units.** Where the CA determines a unit is larger or smaller than appropriate for an eligible Family, the Owner agrees to correct the situation in accordance with HUD regulations and requirements in effect at the time of the determination.

2.5 FINANCIAL REQUIREMENTS.

(a) **Submission of Financial and Operating Statements.**

The Owner agrees to comply with HUD's Uniform Financial Reporting Standards, currently codified in 24 C.F.R. Part 5 Subpart H.

(b) **Use of Project Funds.**

Attachment: AmherstSrApts.PILOT.Ex2PBRA-03082024135541 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS

(1) Project funds must be used for the benefit of the project and the tenants, to make mortgage payments, to pay operating expenses, to make required deposits to the replacement reserve in accordance with section 2.5(c) of the HAP Contract, and to provide distributions to the Owner as provided in section 2.5(b)(2) of the HAP Contract.

(2) After HUD's acceptance of the Owner's completion certification (as required in the Conversion Agreement), Surplus Cash may be distributed to the Owner for the life of the HAP Contract only at the end of each fiscal year of project operation and only after all project expenses have been paid (or funds have been set aside for payment), and all reserve requirements have been met, including the operating reserve, as required in paragraph 2.5(d).

(c) **Replacement Reserve.**

(1) The Owner shall establish and maintain a replacement reserve in an interest-bearing account to aid in funding extraordinary maintenance and repair and replacement of capital items in accordance with the RAD Conversion Agreement.

(i) The obligation of the Owner to deposit into the replacement reserve shall commence upon the effective date of the HAP Contract, unless otherwise stated in the RAD Conversion Agreement. The amount of the deposit to the replacement reserve will be adjusted each year by the amount of the automatic annual adjustment factor. See 24 C.F.R. Part 888.

(ii) The reserve must be built up to and maintained at a level determined by HUD to be sufficient to meet projected requirements. Should the reserve achieve that level, the rate of deposit to the reserve may be reduced with the approval of HUD.

(iii) All earnings including interest on the reserve must be added to the reserve.

(iv) Funds will be held by the mortgagee and may be drawn from the reserve account and used only in accordance with HUD guidelines and with the approval of, or as directed by, HUD.

(v) In the event the project is not subject to any financing, funds will be held by the Owner, and may be drawn from the reserve account and used only in accordance with HUD guidelines and with the approval of, or as directed by, HUD.

(vi) The Owner shall not fund extraordinary maintenance and repair and/or replacement of capital items out of project funds without the prior written consent of HUD.

(2) In the case of HUD-insured projects, the provisions of this paragraph (c) will apply instead of the otherwise applicable mortgage insurance requirements.

(d) **Operating Reserve.** The Owner shall establish and maintain an operating reserve consistent with the requirements of the RAD Notice.

Attachment: AmherstSrApts.PILOT.Ex2PBRA-03082024135541 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS

2.6 RENT ADJUSTMENTS.

(a) **Operating Cost Adjustment Factor.** Contract Rents will be adjusted annually by HUD's Operating Cost Adjustment Factor (OCAF) at each Anniversary of the HAP Contract, subject to the availability of appropriations for each year of the HAP Contract term and provided that the OCAF-adjusted rent potential shall not exceed the Maximum Rent. The Maximum Rent is equal to the greater of (i) 120% of the Fair Market Rent (FMR) potential based on the FMRs in effect at such time for the FMR area in which the project is located, less Utility Allowances; or (ii) the comparable market rent potential for the market area, as demonstrated by a Rent Comparability Study (RCS) prepared in accordance with HUD requirements and procured and paid for by the Owner. If the Maximum Rent exceeds the OCAF-adjusted rent potential, the Contract Rents shall be adjusted by the OCAF. If the OCAF-adjusted rent potential exceeds the Maximum Rent, the adjusted rents shall be limited by the Maximum Rent.

(b) **Use of Small Area Fair Market Rent in Calculation of Maximum Rent.** Subject to approval by HUD, the Owner may request that the applicable Small Area Fair Market Rent (SAFMR) be used in lieu of the applicable FMR for purposes of calculating the Maximum Rent.

(c) **Exception to Application of Maximum Rent.** When an RCS has been used to justify an OCAF-adjusted rent potential in excess of 120% of the Fair Market Rent potential any time during the term of the HAP Contract, for the next four annual rent adjustments, the Maximum Rent shall not apply and the Contract Rents shall be adjusted by the OCAF.

(d) **Terminology.** For purposes of this section 2.6, the term "OCAF-adjusted rent potential" means the sum of all OCAF-adjusted Contract Rents for all units under the HAP Contract; the term "Fair Market Rent potential" means the sum of all fair market rents for all units under the HAP Contract; and the term "comparable market rent potential" means the sum of all comparable market rents for all units under the HAP Contract.

2.7 MARKETING AND LEASING OF UNITS.

(a) **Compliance with Equal Opportunity Requirements.** Marketing of units and selection of Families by the Owner shall be in accordance with the Owner's HUD-approved Affirmative Fair Housing Marketing Plan (Exhibit 2 to this HAP Contract) and with all regulations relating to fair housing advertising. Projects shall be managed and operated without regard to race, color, religion, sex, disability, familial status or national origin.

(b) **Security Deposits.** The Owner agrees to comply with applicable section 8 regulations and other requirements, as revised from time to time, regarding security deposits and to comply with all State and local law.

(c) **Eligibility, Selection and Admission of Families.**

(1) The Owner shall be responsible for determination of eligibility of applicants, selection of Families from among those determined to be eligible, computation of the amount of housing assistance payments on behalf of each selected Family and of total Family contributions and recordkeeping in accordance with applicable HUD regulations and requirements.

(2) The Owner shall not charge any applicant or assisted Family any amount in excess of the total Family contribution except as authorized by HUD.

(3) In initial renting of the Contract Units, the Owner must comply with the income eligibility requirements of section 16(c)(2) of the Act [42 U.S.C. § 1437n(c)(2)] and 24 C.F.R. § 5.653(d)(2). The Owner must further comply with the income targeting requirements of section 16(c)(3) of the Act [42 U.S.C. § 1437n(c)(3)] and 24 C.F.R. § 5.653(c). Section 16(c)(4) – (6) of the Act [42 U.S.C. § 1437n(c)(4) – (6)] shall also apply.

Attachment: AmherstSrApts.PILOT.Ex2PBRA-03082024135541 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS

(4) The Lease entered into between the Owner and each selected Family shall be on the form of Lease approved by HUD.

(5) (i) The Owner shall make a reexamination of Family income, composition, and the extent of medical or other unusual expenses incurred by the Family at least as often as required by HUD regulations or other requirements, and appropriate redeterminations shall be made by the Owner of the amount of Family contribution and the amount of housing assistance payment, all in accordance with applicable HUD regulations and requirements.

(ii) If a Family reports a change in income or other circumstances that would result in a decrease of total Family contribution between regularly scheduled reexaminations, the Owner, upon receipt of verification of the change, must promptly make appropriate adjustments in the total Family contribution. The Owner may require in its lease that Families report increases in income or other changes between scheduled reexaminations.

(iii) A Family's eligibility for housing assistance payments continues until the total Family contribution equals the total housing expense for the unit it occupies. The termination of eligibility at this point will not affect the Family's other rights under the lease nor preclude resumption of payments as a result of later changes in income or other circumstances during the term of this HAP Contract.

(6) Where fewer than 100 percent of the units in the project are covered by this HAP Contract, assisted Families shall be dispersed throughout. At initial rent-up, the Owner shall lease the units identified in Exhibit 1 to eligible Families. Thereafter, the Owner may lease other units of appropriate size and type to eligible Families in accordance with Exhibit 1.

(7) The Owner shall maintain as confidential all information relating to section 8 applicants and assisted Families, the disclosure of which would constitute an unwarranted invasion of personal privacy.

(8) The project's Affirmative Fair Housing Marketing Plan (Exhibit 2) including any admissions preferences for which applicable guidance or regulations require prior HUD approval (e.g., residency preferences) must be approved by HUD before they are implemented.

(d) **Rent Redetermination after Adjustment in Utility Allowance.** In the event that the Owner is notified of a CA determination approving or requiring an adjustment in the Utility Allowance applicable to any of the Contract Units, the Owner shall promptly make a corresponding adjustment in the amount of rent to be paid by the affected Families and the amount of housing assistance payments.

(e) **Processing of Applications and Complaints.** The Owner shall process applications for admission, notifications to applicants, and complaints by applicants in accordance with applicable HUD and PHA regulations (where the CA is a PHA), and requirements and shall maintain records and furnish such copies or other information as may be required by HUD or the PHA.

(f) **Review: Incorrect Payments.** In making housing assistance payments to Owners, the PHA (where the CA is a PHA) or HUD will review the Owner's determinations under this section. If, as a result of this review, or other reviews, audits or information received by the PHA or HUD at any time, it is determined that the Owner has received improper or excessive housing assistance payments, the PHA or HUD shall have the right to deduct the amount of such overpayments from any amounts otherwise due the Owner, or otherwise effect recovery.

2.8 Termination of Tenancy or Section 8 Assistance by the Owner. The Owner agrees not to terminate any tenancy of or assistance on behalf of an assisted Family except in accordance with all HUD regulations and other requirements in effect at the time of the termination and any State and local law.

Attachment: AmherstSrApts.PILOT.Ex2PBRA-03082024135541 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS

Attachment: AmherstSrApts.PILOT.Ex2PBRA-03082024135541 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS

2.9 Reduction of Number of Units for Failure to Lease to Eligible Families.

(a) **Limitation on Leasing to Ineligible Families.** The Owner may not at any time during the term of this HAP Contract lease more than 10 percent of the assisted units in the project to families which are ineligible under section 8 requirements at initial occupancy without the prior written approval of HUD. Failure on the part of the Owner to comply with this prohibition is a violation of the HAP Contract and grounds for all available legal remedies, including specific performance of the HAP Contract, suspension or debarment from HUD programs and reduction of the number of units under the HAP Contract, as set forth in paragraph (b) of this section. (See also section 2.19.)

(b) **Reduction for Failure to Lease to Eligible Families.** If, at any time beginning six months after the effective date of the HAP Contract, the Owner fails for a continuous period of six months to have at least 90 percent of the assisted units leased or available for leasing by Families eligible under section 8 requirements at initial occupancy, HUD (or the PHA at the direction of HUD, as appropriate) may, on at least 30 days' notice, reduce the number of units covered by the HAP Contract. HUD or the PHA may reduce the number of units to the number of units actually leased or available for leasing plus 10 percent (rounded up). This reduction, however, will not be made if the failure to lease units to eligible Families is permitted in writing by HUD under paragraph (a) of this section.

(c) **Restoration.** HUD will agree to an amendment of the ACC or the HAP Contract, as appropriate, to provide for subsequent restoration of any reduction made pursuant to paragraph (b) of this section if:

(1) HUD determines that the restoration is justified by demand,

(2) The Owner otherwise has a record of compliance with its obligations under the HAP Contract, and

(3) Sufficient appropriations are available to support the funding of the units to be restored.

2.10 NONDISCRIMINATION.

(a) **General.** The Owner shall operate the project in a manner consistent with all applicable nondiscrimination, equal opportunity, and equal access requirements, including but not limited to the requirements in this section 2.10 of the HAP Contract.

(b) **Equal Access Rule**. The Owner shall make residential housing in the project available without regard to sexual orientation, gender identification, or marital status in accordance with 24 C.F.R. 5.105(a)(2).

(c) **The Fair Housing Act.** The Owner shall comply with all applicable requirements imposed by the Fair Housing Act and HUD's implementing regulations at 24 C.F.R. Parts 100, 108, 110, 121, and 200 which, among other requirements, prohibit discrimination in the sale, rental, financing, and advertising of housing on the basis of race, color, national origin, religion, sex, disability, and familial status, and require the Owner to affirmatively further fair housing in the operation of the project.

(d) **Title VI of the Civil Rights Act of 1964 and Executive Order 11063.** The Owner shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d. et seq.; the HUD Regulations issued thereunder, 24 C.F.R. Part 1; the HUD requirements pursuant to these regulations; and Executive Order 11063 and the regulations and requirements issued thereunder at 24 C.F.R. Part 107 to the end that, in accordance with that Act, Executive Order 11063, and the regulations and requirements of HUD, no person in the United States shall, on the grounds of race, color, religion (creed), sex, or national origin, be excluded from participation in, or be denied the benefits of, the Section 8 Program, or be otherwise subjected to discrimination. This provision is included pursuant to HUD's implementing regulations for Title VI at 24 C.F.R. Part 1, the implementing regulations for Executive Order 11063 at 24 C.F.R. Part 107, and the HUD requirements pursuant to the regulations. The obligation of the Owner to comply therewith inures to the benefit of the United States of America, HUD, and the PHA (where the CA is a PHA), any of which

shall be entitled to invoke any remedies available by law to redress any breach or to compel compliance by the Owner.

(e) **Section 504 of the Rehabilitation Act of 1973 and Other Accessibility Requirements.** The Owner shall comply with all the requirements imposed by section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794 et seq., and HUD regulations issued thereunder at 24 C.F.R. Part 8. Section 504 applies design standards on housing that receives Federal financial assistance and, more generally, provides that no qualified individual with a disability shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance. Accordingly, the Owner (1) shall not discriminate against any qualified individual with a disability on the basis of disability, and (2) shall cause to be incorporated into all contracts executed in connection with this project a provision requiring compliance with rules and regulations issued pursuant to section 504. The Owner shall comply, as applicable, with accessible design and operations requirements under the Fair Housing Act and implementing regulations at 24 C.F.R. Part 100, and Title II and III of the Americans with Disabilities Act and implementing regulations at 28 C.F.R. Parts 35 and 36, respectively.

(f) **Employees of Owner.**

(1) In carrying out the obligations under this HAP Contract, the Owner will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, disability, familial status, or national origin. The Owner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, creed, religion, sex, disability, familial status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) The Owner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this nondiscrimination clause. The Owner will in all solicitations or advertisements for employees placed by or on behalf of the Owner state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, disability, familial status, or national origin. The Owner will incorporate the foregoing requirements of this paragraph in all of its contracts for project work, except contracts for standard commercial supplies or raw materials, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for project work.

(g) **Age Discrimination Act of 1975.** The Owner shall comply with any rules and regulations issued or adopted by HUD under the Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq. at 24 C.F.R. Part 146, which prohibits discrimination on the basis of age in programs and activities receiving Federal financial assistance.

2.11 COOPERATION IN EQUAL OPPORTUNITY COMPLIANCE REVIEWS. The Owner and the PHA (where the CA is a PHA) agree to cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to or permitted by all applicable civil rights statutes, Executive Orders, and rules and regulations.

2.12 PROPERTY AND LIABILITY INSURANCE. The Owner agrees that the project shall be covered at all times by commercially available property and liability insurance to protect the project from financial loss. To the extent insurance proceeds permit, and as determined feasible by any first mortgage lender (determination of infeasibility shall be subject to HUD approval), the Owner agrees to promptly restore, reconstruct, and/or repair any damaged or destroyed property of a project.

Attachment: AmherstSrApts.PILOT.Ex2PBRA-03082024135541 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS

2.13 FLOOD INSURANCE. (See section 1.9 of the HAP Contract for applicability.) The Owner agrees that the project will be covered, during the life of the property, regardless of transfer of ownership, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less.

2.14 REPORTS AND ACCESS TO PREMISES AND RECORDS.

(a) The Owner shall furnish any information and reports pertinent to this HAP Contract as reasonably may be required from time to time by HUD and the PHA (where the CA is a PHA).

(b) The Owner shall permit HUD and the PHA (where the CA is a PHA) or any of their duly authorized representatives to have access to the premises and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the Owner that are pertinent to compliance with this HAP Contract, including the verification of information pertinent to the housing assistance payments.

2.15 DISPUTES.

(a) **Projects for which a PHA is the CA.**

(1) Any dispute concerning a question of fact arising under this HAP Contract which cannot be resolved by the PHA (where the CA is a PHA) and the Owner may be submitted by either party to the HUD Field Office, which will promptly make a decision and furnish a written copy to the Owner and the PHA.

(2) The decision of the Field Office will not be reviewable unless, within 30 calendar days from the date of receipt of the Field Office's determination, either party mails or otherwise furnishes to HUD a written appeal with written justification addressed to the Secretary of Housing and Urban Development. Both parties shall proceed diligently with the performance of the HAP Contract and in accordance with the decision of the Field Office pending resolution of the appeal.

(b) **Projects for which HUD is the CA.** Any dispute concerning a question of fact arising under this HAP Contract which cannot be resolved by agreement between the HUD Field Office and the Owner may be submitted by the Owner to the Secretary of Housing and Urban Development. Both parties shall proceed diligently with the performance of the HAP Contract and in accordance with the decision of the Field Office, pending resolution of the appeal.

2.16 INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF PHA, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS.

(a) No person or entity in the following clauses shall have an interest, direct or indirect, in this HAP Contract or in any proceeds or benefits arising from it, during his or her tenure or for one year thereafter.

(1) any member or officer of the PHA (where it is the CA or the Owner), except where his or her interest is as a tenant;

(2) (i) any employee of the PHA (where it is the CA or the Owner) who formulates policy or influences decisions with respect to the section 8 project;

(ii) any other employee of the PHA (where it is the CA or the Owner), except where his or her interest is as a tenant;

(3) any member of the governing body or the executive officer of the locality (city or county) in which the project is situated;

(4) any member of the governing body or executive officer of the locality (city or county) in which the PHA (where it is the CA or the Owner) was activated;

Attachment: AmherstSrApts.PILOT.Ex2PBRA-03082024135541 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS

(5) any other State or local public official (including State legislators), who exercise any functions or responsibilities with respect to the section 8 project;

(6) any PHA (which is not the CA), where any of its members, officers, or employees has a personal interest in the project, including an interest by reason of membership on the board of the PHA which is the CA (except an employee who does not formulate policy or influence decisions with respect to the section 8 project may have an interest as a tenant).

(b) Members of the classes described in paragraph (a) who involuntarily acquire an interest in the section 8 program or in a section 8 project, or who had acquired prior to the beginning of their tenure any such interest, must disclose any interest or prospective interest to the PHA (where it is the CA or the Owner) and the HUD Field Office, and may, with appropriate justification, if consistent with State law, apply to the HUD Field Office (through the PHA where it is the CA) for a waiver. Any other requests for waivers of paragraph (a) must be referred to HUD Headquarters, with appropriate recommendations from the Field Office, for a determination of whether a waiver will be granted.

(c) No person to whom a waiver is granted shall be permitted (in his or her capacity as member of a class described in paragraph (a)) to exercise responsibilities or functions with respect to a HAP Contract executed, or to be executed, on his or her behalf, or with respect to a HAP Contract to which this person is a party.

(d) The Owner shall insert in all contracts, subcontracts, and arrangements entered into in connection with the project or any property included or planned to be included in the project, and shall require its contractors and subcontractors to insert in each of the subcontracts, the provisions of paragraphs (a) through (d).

(e) The provisions of paragraphs (a) through (d) of this section shall not apply to a utility service if the rates are fixed or controlled by a governmental agency or applicable to the Depositary Agreement.

2.17 INTEREST OF MEMBER OR DELEGATE TO CONGRESS. No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this HAP Contract or to any benefits which may arise from it.

2.18 ASSIGNMENT, SALE, FORECLOSURE, OR DEED IN LIEU OF FORECLOSURE.

(a) The Owner agrees that it has not made and will not make any sale, assignment, or conveyance or transfer in any fashion of this HAP Contract or the project, or of any part of the HAP Contract or the project, or any of the Owner's interest in the HAP Contract or the project, without the prior written consent of HUD. However, in the case of an assignment as security for the purpose of obtaining financing of the project, HUD shall consent in writing if HUD has approved the terms of the financing. Certain limited consents are set forth in this Section 2.18 and in Sections 2.22 and 2.23 below.

(b) The Owner agrees to notify HUD (and the PHA where it is the CA) promptly of any proposed action covered by paragraph (a) of this section. The Owner further agrees to request the prior written consent of HUD for any such proposed action.

(c) The Owner agrees that HUD may condition any prior written consent required under section 2.18(a) of this HAP Contract on any reasonable requirements related to the effective administration of the HAP Contract, as determined by HUD.

(d) (1) For purposes of this section, a sale, assignment, conveyance, or transfer includes but is not limited to one or more of the following:

(i) A transfer by the Owner, in whole or in part,

(ii) A transfer by a party having a controlling interest in the Owner,

Attachment: AmherstSrApts.PILOT.Ex2PBRA-03082024135541 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS

(iii) Transfers by more than one party of interests aggregating a controlling interest in the Owner, and

(iv) The creation or modification of any lien, including pursuant to any refinancing or any restructuring of permanent debt by the Owner of the project, including any loan modification, , except to such extent permitted pursuant to the Use Agreement entered into in connection with this project..

(2) If such assignment is made in connection with any HUD-approved financing for the project, including without limitation low-income housing tax credits, subject to the provisions of section 2.23, HUD hereby consents to:
(i) an assignment by the Owner of an interest in the project or in this HAP Contract to one of its members, partners or shareholders; or
(ii) an assignment by the general partner or managing member of Owner of its interest to a limited partner or other member of Owner, respectively.

(3) The term "controlling interest" means the interest of any general partner, managing member, or other organization or entity that controls the day-to-day operations of the Owner.

(e) The Owner and the party signing this HAP Contract on behalf of the Owner represent that they have the authority of all of the parties having ownership interests in the Owner to agree to this provision on their behalf and to bind them with respect to it.

(f) Except where otherwise approved by HUD, this HAP Contract, and the ACC (if applicable) shall continue in effect and housing assistance payments will continue in accordance with the terms of the HAP Contract in the event:

(1) Of assignment, sale, or other disposition of the project or this HAP Contract, or the ACC,

(2) Of foreclosure, including foreclosure by HUD,

(3) Of assignment of the mortgage or deed in lieu of foreclosure,

(4) The PHA or HUD takes over possession, operation or ownership,

(5) The Owner prepays the mortgage.

2.19 DEFAULTS BY PHA (if a PHA is the CA) AND/OR OWNER.

(a) **Rights of Owner if PHA (where the CA is a PHA) Defaults under HAP Contract.**

(1) Events of Default. The occurrence of any of the following events, if the Owner is not in default, is defined as a default under the ACC:

(i) If the PHA (where the CA is a PHA) fails to perform or observe any term or condition of this HAP Contract;

(ii) If the HAP Contract is held to be void, voidable, or ultra vires;

(iii) If the power or right of the PHA (where the CA is a PHA) to enter into the HAP Contract is drawn into question in any legal proceeding; or

(iv) If the PHA (where the CA is a PHA) asserts or claims that the HAP Contract is not binding upon the PHA for any such reason.

Attachment: AmherstSrApts.PILOT.Ex2PBRA-03082024135541 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS

(2) Owner Request for HUD Determination of Default. If the Owner believes that an event as specified in paragraph (a)(1) has occurred, and the Owner is not in default, the Owner may, within 30 days of the initial occurrence of the event:

(i) Notify HUD of the occurrence of the event;

(ii) Provide supporting evidence of the default and of the fact that the Owner is not in default; and

(iii) Request HUD to determine whether there has been a default.

(3) HUD Determination of Default and Curing of Default. HUD, after notice to the PHA (where the CA is a PHA) giving it a reasonable opportunity to take corrective action, or to demonstrate that it is not in default, shall make a determination whether the PHA is in default and whether the Owner is not in default. If HUD determines that the PHA is in default and that the Owner is not, HUD shall take appropriate action to require the PHA to cure the default. If necessary for the prompt continuation of the project, HUD shall assume the PHA's rights and obligations under the HAP Contract, including any funds. HUD shall continue to pay annual contributions with respect to the units covered by this HAP Contract in accordance with the ACC and this HAP Contract until reassigned to the PHA. All rights and obligations of the PHA assumed by HUD will be returned as constituted at the time of the return: (i) when HUD is satisfied that all defaults have been cured and that the project will thereafter be administered in accordance with all applicable requirements, or (ii) when the HAP Contract is at an end, whichever occurs sooner.

(4) Enforcement by Owner. The provisions of this paragraph (a) are made for the benefit of the Owner, the lender, the PHA where it is the lender and then only in its capacity as lender, and the Owner's other assignees, if any, who have been specifically approved by HUD prior to the assignment. These provisions shall be enforceable by these parties against HUD by suit at law or in equity.

(b) **Rights of PHA (where the CA is a PHA) and HUD if Owner Defaults under HAP Contract.**

(1) Events of Default. A default by the Owner under this HAP Contract shall result if:

(i) The Owner has violated or failed to comply with any provision of, or obligation under, this HAP Contract, the Conversion Agreement, or of any Lease, including failure to correct any deficiencies identified by the CA in connection with any annual or other inspection; or

(ii) The Owner has asserted or demonstrated an intention not to perform some or all of its obligations under this HAP Contract, the Conversion Agreement, or under any Lease; or

(iii) For projects with mortgages insured by HUD or loans made by HUD, the Owner has violated or failed to comply with the regulations for the applicable insurance or loan program, with the insured mortgage, or with the regulatory agreement; or the Owner has filed any false statement or misrepresentation with HUD in connection with the mortgage insurance or loan.

(2) CA Determination of Default. Upon a determination by the CA that a default has occurred, the CA shall notify the Owner and the lender, with a copy to HUD (where the CA is a PHA), of

(i) The nature of the default;

(ii) The actions required to be taken and the remedies to be applied on account of the default (including actions by the Owner and/or the lender to cure the default); and

(iii) The time within which the Owner and/or the lender shall respond with a showing that all the required actions have been taken.

Attachment: AmherstSrApts.PILOT.Ex2PBRA-03082024135541 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS

If the Owner and/or lender fail to respond or take action to the satisfaction of the CA (and HUD, where the CA is a PHA), the CA shall have the right to take corrective action to achieve compliance in accordance with paragraph (b)(3), or to terminate this HAP Contract with HUD approval (where the CA is a PHA), in whole or in part, or to take other corrective action to achieve compliance in the CA's discretion, or as directed by HUD (where the CA is a PHA). If the corrective actions that the CA takes or requires the Owner to take fail to bring the Owner into compliance with this HAP Contract to the satisfaction of the CA, the CA may terminate this HAP Contract, in whole or in part, but only with prior written approval by HUD (where the CA is a PHA).

(3) Corrective Actions. Pursuant to paragraph (b)(2) of this section, the CA, in its discretion or as directed by HUD (where the CA is a PHA), may take the following corrective actions either directly or in conjunction with or acting through a PHA:

(i) Suspend any distributions of cash to the Owner.

(ii) Require a substitution of the management agent.

(iii) Reduce or suspend housing assistance payments.

(iv) Recover any overpayments.

(v) Take possession of the project, bring any action necessary to enforce any rights of the Owner growing out of the project operation, and operate the project in accordance with the terms of this HAP Contract until such time as HUD determines that the Owner is again in a position to operate the project in accordance with this HAP Contract. If the CA takes possession, housing assistance payments shall continue in accordance with the HAP Contract.

(vi) Collect all rents and charges in connection with the operation of the project and use these funds to pay the necessary expenses of preserving the property and operating the project and to pay the Owner's obligations under the note and mortgage or other loan documents.

(vii) Apply to any court, State or Federal, for specific performance of this HAP Contract, for an injunction against any violation of the HAP Contract, for the appointment of a receiver to take over and operate the project in accordance with the HAP Contract, or for such other relief as may be appropriate. These remedies are appropriate since the injury to the PHA (where the CA is a PHA) and/or HUD arising from a default under any of the terms of this HAP Contract could be irreparable and the amount of damage would be difficult to ascertain.

(viii) Take any other remedial action permitted at law or in equity.

(4) HUD Rights.

(i) Notwithstanding any other provisions of this HAP Contract, in the event HUD determines that the Owner is in default of its obligations under the HAP Contract, HUD shall have the right, after notice to the Owner, the trustee, if any, and the PHA (where the CA is a PHA) giving them a reasonable opportunity to take corrective action, to proceed in accordance with paragraph (b)(3).

(ii) In the event HUD takes any action under this section, the Owner and the PHA hereby expressly agree to recognize the rights of HUD to the same extent as if the action were taken by the PHA. HUD shall not have the right to terminate the HAP Contract except by proceeding in accordance with paragraphs (b)(1), (2), and (3) of this section and with the ACC.

(c) **Remedies Not Exclusive and Non-Waiver of Remedies.** The availability of any remedy under this HAP Contract or the ACC, where applicable, shall not preclude the exercise of any other remedy under this HAP Contract or the ACC or under any provisions of law, nor shall any action taken in the exercise of any remedy

Attachment: AmherstSrApts.PILOT.Ex2PBRA-03082024135541 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS

be considered a waiver of any other rights or remedies. Failure to exercise any right or remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

2.20 EXCLUSION OF THIRD-PARTY RIGHTS.

(a) A Family that is eligible for housing assistance under the HAP Contract is not a party to or a third-party beneficiary of the HAP Contract.

(b) Nothing in the HAP Contract shall be construed as creating any right of any third party to enforce any provision of the HAP Contract, or to assert any claim against HUD or the PHA (where the CA is a PHA), under the HAP Contract.

2.21 NO AGENCY RELATIONSHIP BETWEEN HUD AND THE PHA (WHERE THE CA IS A PHA). If the CA is a PHA under ACC with HUD, the PHA is not the agent of HUD, and the HAP Contract does not create any relationship between HUD and any suppliers, employees, contractors, or subcontractors used by the PHA to carry out functions or responsibilities in connection with administration of the HAP Contract under the ACC.

2.22 LENDER PROVISIONS. Notwithstanding anything else in this HAP Contract:

(a) The holder of any HUD-approved mortgage encumbering the property on which the project is located may take action against the Owner and the project that results in the holder of the mortgage or its designee (either referred to herein as the "Lender Temporary Custodian") coming into ownership of the project or assuming the role of "Owner" under this HAP Contract. Transfer of the project or the HAP Contract from the Owner is grounds for termination of the HAP Contract assistance unless otherwise approved by HUD. HUD hereby consents to a collateral assignment of this HAP Contract to any Lender Temporary Custodian and pre-approves any Lender Temporary Custodian as a temporary custodian of the project and as a new "Owner" pursuant to this HAP Contract, and continued assistance to the project pursuant to this HAP Contract, subject to the following conditions:

(1) HUD must receive thirty (30) days prior written notice of the transfer of the project to the Lender Temporary Custodian and the form of the documents necessary to effect such transfer.

(2) In connection with the transfer, Lender Temporary Custodian must execute and deliver to HUD an assumption of the HAP Contract, in such form as acceptable to HUD.

(3) Such approval and consent to continue assistance pursuant to this HAP Contract is expressly limited to a period of only 90 days that commences the date of such transfer of the project, provided that HUD in its sole discretion may extend such 90-day period by an additional 30 days, or for so long as HUD deems reasonably necessary for Lender to find a permanent replacement owner. In the event that the Lender Temporary Custodian assumes the role of "Owner" under the HAP Contract, the Lender Temporary Custodian shall use such interim period to identify a proposed permanent Owner determined by HUD to be capable of abiding by the HAP Contract and any and all applicable RAD program requirements. The provision of housing assistance payments to any proposed permanent replacement Owner is subject to HUD's consent.

(4) Prior to a transfer of the project to a Lender Temporary Custodian, HUD may at any time by written notice to a Lender Temporary Custodian revoke the approvals given herein if HUD becomes aware of any conditions or circumstances (by way of illustration and not limitation, such conditions or circumstances may include debarment, suspension or limited denial of participation) that would disqualify or compromise the ability of Lender Temporary Custodian from acting as an interim custodian of the project pursuant to the HAP Contract.

(b) The provisions of any form that HUD may execute on which HUD consents to the assignment of this HAP Contract as security for financing, including any of the HUD-drafted forms in use for such purpose, shall be subject to the conditions set forth in subparagraph (a) of this section.

Attachment: AmherstSrApts.PILOT.Ex2PBRA-03082024135541 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS

(c) Any cure of any default by Owner under the HAP Contract, Use Agreement or RCC offered by the holder of any HUD-approved mortgage shall be treated the same as if offered by Owner.

2.23 LOW-INCOME HOUSING TAX CREDIT PROVISIONS. Notwithstanding anything else in the HAP Contract:

(a) **Notice**. As long as the equity investor identified below ("Equity Investor") is a partner or member of Owner, HUD shall endeavor as a courtesy to Equity Investor to deliver to Equity Investor a copy of any notice of default that is delivered to Owner under the terms of the HAP Contract, Use Agreement, or Conversion Agreement. Equity Investor's address for such notice purposes is:

_____

_____

_____

_____

(b) **Right to Cure**. Any cure of any default by Owner under the HAP Contract, Use Agreement or Conversion Agreement offered by Equity Investor shall be treated the same as if offered by Owner.

(c) **Transfer of Investor Members/Partners**. Equity Investor, and each successor member or partner in Owner, may transfer its interest in the Owner without prior written consent of HUD if:

(1) HUD receives prior written notice of such transfer; and

(2) HUD receives executed copies of any and all documents necessary to effect such transfer, including any and all amendments to Owner's organizational documents.

(d) **Removal of General Partner/Managing Member**.

(1) HUD has pre-approved the replacement of the Owner's general partner or managing member with an affiliate of Equity Investor, or any successor equity investor ("Interim Replacement GP/MM") as a temporary replacement general partner/managing member of Owner, in the event Owner's general partner or managing member is removed for cause in accordance with Owner's organizational documents.

(2) Interim Replacement GP/MM may remove Owner's general partner or managing member in accordance with the Owner's organizational documents without further written consent from HUD and HUD shall continue assistance to the project in accordance with the HAP Contract, provided that Interim Replacement GP/MM provide HUD with prior written notice of such replacement and HUD receives executed copies of any and all documents necessary to effect such replacement.

(3) Such approval of such Interim Replacement GP/MM is expressly limited to a period of only 90 days that commences the date of such removal, provided that HUD in its sole discretion may extend such 90-day period by an additional 30 days, or for so long as HUD deems reasonably necessary to provide for a permanent replacement of the general partner or managing member. After such interim period, any proposed permanent replacement for the Owner's general partner or managing member is subject to HUD's consent.

(4) HUD may at any time by written notice to Equity Investor or any successor revoke the approvals given herein if HUD becomes aware of any conditions or circumstances that would disqualify or compromise the ability of Interim Replacement GP/MM from acting as an interim general partner/managing member pursuant to this HAP Contract.

Attachment: AmherstSrApts.PILOT.Ex2PBRA-03082024135541 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS

Exhibit 3

Supportive Services for Elderly Families

The Owner shall:

☑ If the adjacent box is checked, employ or otherwise retain the services of one or more individuals to coordinate the provision of such services; and

☑ If the adjacent box is checked, use at least $17 of project funds per unit per month to aid in paying for the supportive services.

The Owner shall make available the following supportive services consistent with the requirements of section 1.8 of the HAP Contract:

SEE ATTACHED Supportive Services Plan

Attachment: AmherstSrApts.PILOT.Ex3-03082024135515 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659))

AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR AMHERST RIDGE SENIOR APARTMENTS AFFORDABLE SENIOR HOUSING PROJECT AT 467 JOHN JAMES AUDUBON PARKWAY

Between AMHERST SENIOR APARTMENTS LP

and

THE TOWN OF AMHERST, ERIE COUNTY & THE WILLIAMSVILLE CENTRAL SCHOOL DISTRICT

Attachment: AmherstSrApts.PILOT-03082024134850 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659))

AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR AFFORDABLE SENIOR HOUSING PROJECT AT 467 JOHN JAMES AUDUBON PARKWAY

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES made and entered as of the ____ day of _____ 2024 **("the PILOT Agreement" or "Agreement") FOR REAL PROPERTY** by and among the **TOWN OF AMHERST**, a municipal corporation organized and existing under the laws of the State of New York, having its principal office at 5583 Main Street, Williamsville, New York 14221 (the "**Town**"), the **COUNTY OF ERIE,** a municipal corporation organized and existing under the laws of the State of New York, having its principal office c/o Erie County Department of Finance, 95 Franklin Street, Buffalo, New York 14202 (the "**County**"), the **WILLIAMSVILLE CENTRAL SCHOOL DISTRICT**, a school district formed pursuant to Article 37 of the Education Law of the State of New York, having its principal office at 105 Casey Road, East Amherst, NY 14051 ("**School District**"), and **AMHERST SENIOR APARTMENTS LP**, a Nevada limited partnership registered as a New York foreign limited partnership with an address of 795 Ridge Lake Blvd., Ste 300,Memphis, TN 38120 (the "**Taxpayer**" or "**Project Sponsor**").The Town, County, and School District are collectively referred to as the "**Taxing Jurisdictions**." The Taxing Jurisdictions and Project Sponsor are collectively referred to as the "**Parties**."

WHEREAS, the Project Sponsor is the owner and operator of building and land improvements which constitute an affordable senior housing project located at 467 John James Audubon Parkway (SBL to be created_____) in the Town of Amherst consisting of 150 affordable senior apartments and related improvements (the "**Project**") situated on land subject to a ground lease and which land is further described within the attached legal description at Exhibit "1", in the Town of Amherst, County of Erie and State of New York ("**Land**"), and the ground lease attached as Exhibit 1-A, and

WHEREAS, the proposed project provides affordable senior apartments to tenants pursuant to a Housing Assistance Payments Multi-Year Contract entered into between Amherst Senior Housing LLC and the U.S. Department of Housing and Urban Development ("**HUD**") dated January 30, 2023 with an effective date of March 1, 2023 ("**HUD Contract**"); and,

WHEREAS, the monthly rents paid by tenants of the affordable senior apartments at the Project are subject to HUD approval to ensure the monthly rents are affordable and as of March 1 2023 the HUD authorized monthly rents for the apartments at the Project are as follows:

Number of Units	Number of Bedrooms	Contract Rent	Utility Allowance Allowance	Gross Rent
50	1 bedroom	$1,193	$33.00	$1,226
50	1 bedroom	$1,193	$30.00	$1,223
50	2 bedroom	$1,193	$35.00	$1,228

WHEREAS, the development of the Project is of vital public interest to the Town, County and School District; and

Attachment: AmherstSrApts.PILOT-03082024134850 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659))

WHEREAS, the development of the Project is intended to be for affordable to low income households, and affordability of the property for residential use by low income persons shall remain consistent throughout the duration of the PILOT Agreement; and

WHEREAS, the Project Sponsor will make substantial improvements to the Project including upgrades to the affordable senior apartments, and upgrades to common areas and outside land improvements; and

WHEREAS, the Project Sponsor qualifies for those certain tax exemptions pursuant to Article 11 of the Private Housing Finance Law ("PHFL"); and

WHEREAS, the Project Sponsor is the beneficial fee owner of the Project; and

WHEREAS, the Town, County and School District wish to grant the Taxpayer and the Company such relief as permitted under Article 11 Section 577 of the PHFL.

WHEREAS, it is the intention of the Parties that Project Sponsor make annual payments to the Town, Erie County and the School District for the term of this Agreement in lieu of real property taxes that would otherwise be assessed on the Project; and

WHEREAS, because both Project Sponsor and the Town need an accurate projection of their respective expenses and revenues with respect to the real property and improvements comprising the Project that are taxable under law, the Parties believe that it is in their mutual best interests to enter into this Agreement establishing the payments that will be made with respect to the Project for the term of this Agreement; and

WHEREAS, the Town, by resolution of the Town Board, adopted Resolution No. 2023-____ on _____, 2024 approved this Agreement and authorized this Agreement to be executed on behalf of the Town by the Supervisor; and

WHEREAS, Erie County, by resolution of the Erie County Legislature, adopted a resolution on _____ __, 2024 approved this Agreement and its execution on behalf of the County; and

WHEREAS, the School District, by resolution of the Board of Education, adopted a resolution on _____ ___, 2024 approved this Agreement and its execution on behalf of the School District; and

NOW, THEREFORE, in consideration of the covenants and agreements contained in this PILOT Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. **Tax Exemption**. The parties agree that Project Sponsor qualifies for real property tax exemption for the Project in accordance with the provisions of Article 11 of the PHFL and the

Attachment: AmherstSrApts.PILOT-03082024134850 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659))

Town hereby exempts from local and municipal taxes, including school taxes, other than assessments for local improvements, one hundred percent (100%) of the value of the Project including only the Project improvements until such time as the Project Sponsor takes fee title to the Land upon which event the Land will be combined with the Project for purposes of this tax exemption provided for under the PILOT Agreement. "**Local and Municipal Taxes**" shall mean any and all real estate taxes levied by the County, the Town, the School District (collectively, the "**Taxing Jurisdictions**"). The Parties understand that this exemption extended pursuant to Article 11 Section 577 of the PHFL and this Agreement does not include exemption from special assessments, special ad valorem levies, improvement district charges or similar tax equivalents. This Agreement shall not limit or restrict the Project Sponsor's right to apply for or obtain any other tax exemption to which it might be entitled upon the expiration of this Agreement.

2. **Obligation of the Project Sponsor to Make Payments in Lieu of Taxes**. So long as the aforementioned exemption remains in place, the Project Sponsor will make annual payments in lieu of taxes ("**PILOT Payments**") to the Taxing Jurisdictions in the amounts set forth in ***Schedule "A"***, as attached hereto and made a part hereof, in satisfaction of all real property taxes. The PILOT Payments shall be required to be made to the Taxing Jurisdictions following the March 1, 2024 tax status date commencing with the 2025 tax fiscal year of the Town, the 2025 tax fiscal year of the County, and the 2024-2025 tax fiscal year of the School District. The Parties agree that no refund of any real property taxes levied upon the Property prior to the 2025 tax fiscal year of the Town, the 2025 tax fiscal year of the County, and the 2024-2025 tax fiscal year of the School District shall be sought or claimed on account of the exemption made effective pursuant to this Agreement.

3. **PILOT Term**. The fiscal years with respect to which payments shall be due under this Agreement (the "**PILOT Term**") shall be fifteen (15) years beginning as of July 1, 2024 and shall continue until December 31, 2039. The PILOT term shall be extended for an additional fifteen (15) year term for the fiscal years beginning as of July 1, 2039 and shall continue until December 31, 2054 if at the time of such future extension the Project Sponsor continues to provide affordable senior housing at the Project as evidenced by a contract with HUD.

4. **Requirements of the Project Sponsor**

a. The tax exemption provided by this Agreement will continue for a term of up to thirty (30) years as provided in Paragraph 3 above, unless sooner terminated by law or mutual agreement upon prior written consent of the Parties, provided that the Project Sponsor continues to operate the Project and the Property for persons of low income in conformance with law and the HUD Contract and in conformance with the requirements of Article 11 of the PHFL.

b. The Project Sponsor will provide the Town such information concerning its operations and the operations of the Project in form and substance as may from time to time be reasonably requested. Such information shall include, but shall not be limited to, general certificates of the Project Sponsor and the annual financial

Attachment: AmherstSrApts.PILOT-03082024134850 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659))

statements of the Project Sponsor from the calendar year immediately preceding the fiscal year in which payments are due.

c. The Project Sponsor will permit the Comptroller of the Town to audit its books and records within fourteen (14) days after receiving a written request from the Town.

5. **Taxing Authorities and Amounts**.

a. Upon commencement of the Town's March 1, 2024 taxable status date (the "Commencement Date"), the Project Sponsor shall make annual payments in lieu of local and municipal real estate taxes, including school taxes but not including assessments for local improvements and special assessments on the Land and improvements constituting the Project as follows.

i. A fixed annual PILOT Payment to the Town in the amounts as stated in **Schedule "A"**, as attached hereto and made a part hereof, in satisfaction of all real property taxes.

ii. In addition to the payments set forth in **Schedule "A"**, the Project Sponsor will be responsible for paying all special district assessments and other assessments for local improvements permitted by law;

iii. At the expiration of the PILOT Term, this PILOT Agreement will cease to have any effect on the taxes due with respect to the property and the property will be taxed in accordance with applicable law unless otherwise extended or modified pursuant to a separate Agreement.

b. The PILOT Payments shall be payable annually. Each annual PILOT Payment to the Town shall be made on or before January 31st of each year and shall be delivered to the Town Clerk's Office, 5583 Main Street, Williamsville, New York 14221 or such other place as may be designated from time to time by the Town. Each such PILOT Payment to the County shall be made on or before January 31 of that year, or such payment shall be considered delinquent, and such PILOT Payment shall be delivered to County of Erie, c/o Director of Real Property Tax Services, The Edward A. Rath County Office Building, Room 100, 95 Franklin Street, Buffalo, New York 14202, or such other place as may be designated from time to time by the County. Each such PILOT Payment to the School District shall be made on or before September 30 of that year, or such payment shall be considered delinquent, and such PILOT Payment shall be delivered to the Williamsville Central School District, 105 Casey Road, East Amherst, New York 14051.

6. **No Other Reductions or Increases Based on Tax Rate Changes**. Except to the extent this Agreement explicitly provides otherwise, Project Sponsor agrees that the

Attachment: AmherstSrApts.PILOT-03082024134850 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659))

Payments in Lieu of Taxes to be made pursuant to the PILOT Payment Schedule attached as Schedule "A" to this Agreement shall not be reduced or increased based on an increase or reduction of tax rate of Taxing Jurisdictions.

7. **Improvements or Modifications to Project**. To the extent the Project Sponsor, at its sole option, makes any capital improvements or modifications to the Project, such improvements or modifications shall not result in any changes to the Payments in Lieu of Taxes unless such improvements or modifications increases or decreases the number of affordable senior housing apartments at the Project, in which case the Payments in Lieu of Taxes as set forth in PILOT Payment Schedule attached as Schedule "A" shall be adjusted to reflect the number of affordable senior housing apartments at the Project. By way of example for illustrative purposes only, if the number of affordable senior housing apartments at the Project increases from 150 to 155 units during the fifth year of the PILOT Term, the Payment in Lieu of Taxes payable by the Project to the Taxing Jurisdictions for the sixth year of the PILOT Term shall increase from $70,949 based on 150 units ($473 per unit) to $73,315 ($473 per unit x 155 units) and each successive annual Payment in Lieu of Taxes shall be also adjusted accordingly.

8. **Defaults in Payment in Lieu of Taxes**. In the event the Project Sponsor fails to make any PILOT Payments when due, the amount or amounts not so paid shall be a lien on the Project in the same manner that delinquent real property taxes would be and continue as an obligation of the Project Sponsor until fully paid. In addition, the Project Sponsor shall pay the appropriate taxing authority's or authorities' interest and penalties on the unpaid amount or amounts accruing at the same times and at the interest rates as if such amounts were delinquent real property taxes. In addition to any other remedies available to them for the collection of delinquent real property taxes, including, without limitation, in rem proceedings, the Town, County and School District may exercise any other remedies available, and such remedies shall be cumulative and the exercise of any remedy shall not be an action of remedies under law.

9. **Effect of Fulfillment of the Requirement**. Once having paid the amounts required by this PILOT Agreement when due, the Property Sponsor shall not be required to pay any real property taxes for which such payments in lieu of taxes have been made, except special district assessments and other special assessments for local improvements permitted by law.

10. **Events of Default and Termination of Tax Exemption.**

An event of default ("Event of Default") shall be defined as (l) failure of the Project Sponsor to make any payment required under the PILOT Agreement when due, (2) the Project Sponsor's failure to provide any notice as required by this PILOT Agreement to the Town, County or School District, (3) Taxpayer's failure to qualify, or continue to qualify, for a real property tax exemption for the Project in accordance with Article 11 of the PHFL, (4) failure of Taxpayer to provide any of the information required by Section 3(c) of this PILOT Agreement, (5) Taxpayer's failure to comply with any applicable laws of the Town of Amherst, (6) Taxpayer's failure to timely respond to fair housing complaints or tenant rights complaints (including, but not limited to, complaints regarding any property manager's conduct prior to and after the complaint, complaints

Attachment: AmherstSrApts.PILOT-03082024134850 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659))

to the Town of Amherst Building Department, property inspection reports, and other verifiable information reported to the Town, in each case regarding an adverse condition at the Project in violation of applicable law, or (7) subject to the provisions of Section 24 hereof, the transfer of title or beneficial ownership of any portion of the Project or the Land without the prior written consent of the Town, County and School District.

(a) Upon the occurrence of an Event of Default as defined pursuant to Section 7(a) above, the Project Sponsor shall have thirty (30) days after the receipt of Notice from the Town, County or School District regarding such default to cure such default.

(b) In the event the Project Sponsor has not cured such default or defaults within the time period set forth in this PILOT Agreement, then the exemption from real property taxes described herein shall be deemed to have been terminated as of the taxable status date of the Town's immediately preceding fiscal year.

(c) Upon a termination of the exemption from real property taxes set forth in Section 7(c) above, the Project Sponsor shall be liable for real property taxes on a pro-rata basis from and after the Town's taxable status date immediately preceding the Event of Default and the statutory lien applicable to such real property taxes shall be deemed in effect as of the lien date normally applicable to such year's real property taxes, unless a separate basis for a real property tax exemption then exists for the benefit of Project Sponsor.

(d) Any such termination of the real property tax exemption applicable to the Project shall not void the liability of the Project Sponsor for any unpaid payments in lieu of taxes required by this PILOT Agreement prior to such termination.

11. **Payment Collection**. The terms and conditions of this Agreement shall govern the collection of PILOT Payments provided for in this Agreement.

12. **Tax Status.** The Taxing Jurisdictions agree that, during the term of this Agreement, that this Agreement will exclusively govern the payments of all ad valorem real property taxes that the Project Sponsor shall be obligated to make to the Taxing Jurisdictions with respect to the Project, provided, however, that this Agreement is not intended to affect, and shall not affect other assessments of general applicability by the Town for Town services provided by the Town to the Project, including but not limited to, fire protection, water, drainage, sanitary sewer, etc. (collectively "**Special District Taxes**"). The Project Sponsor acknowledges that it shall be responsible to make annual payments to the Town for Special District Taxes during the PILOT Term.

13. **Challenge of the Assessed Value.** Project Sponsor may challenge the assessed

Attachment: AmherstSrApts.PILOT-03082024134850 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659))

value of the Project during the term of this PILOT agreement in 2024 and in any such other years when the Town is conducting a revaluation or update or all real property of the same class as the Property and consistent with the provisions of Paragraph 12 above.

14. **Successors and Assigns**. This Agreement will be binding upon, and shall be assigned to, the successors and assigns of Project Sponsor, provided that such successor or assign is an eligible party for the purpose of providing affordable senior housing at the Project as evidenced by an assignment of the HUD Contract. In the event that Project Sponsor sells, transfers, leases or assigns all or substantially all of its interest in the Project, this Agreement shall thereafter be assigned to and shall be binding on the purchaser, transferee or assignee.

15. **Statement of Good Faith**. The Parties agree that the payment obligations established by this Agreement were negotiated in good faith. The Project Sponsor and the Town were represented by counsel in negotiation and preparation of this Agreement and have entered into this Agreement after full and due consideration and with the advice of its counsel. The Parties further acknowledge that this Agreement is fair and mutually beneficial to them because it reduces the likelihood of potential future disputes over real property taxes for the Project, establishes mutually acceptable and reasonable payments in lieu of taxes for the Project that are appropriate and serve their respective interests. The Town acknowledges that this Agreement is beneficial to it because it ensures the Project Sponsor will be able to continue to provide affordable senior housing at the Project in accordance with the applicable standards of HUD that govern the Project.

16. **Additional Documentation and Actions.** Each party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such additional documents, and take all such actions, as the parties reasonably request for the purpose of implementing or effectuating the provisions of this Agreement.

17. **Invalidity.** If, for any reason, it is ever determined by a court of competent jurisdiction that any material provision of this Agreement is unlawful, invalid or unenforceable then the parties shall (i) undertake best efforts to amend and or reauthorize this Agreement so as to render all material provisions lawful, valid and enforceable, and (ii) if such efforts are unsuccessful, undertake reasonable efforts, including without limitation, seeking all necessary approvals, to replicate the benefits and burdens of this Agreement in the form of an Amended PILOT Agreement.

18. **Waiver**. No waiver or modification of this Agreement shall be valid unless in writing and duly executed by the Parties, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation arising out of or affecting this Agreement, or the rights or obligations of any Party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. No failure or delay on the part of the Town to exercise any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

Attachment: AmherstSrApts.PILOT-03082024134850 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659))

19. **Modification**. Neither this Agreement nor any provision hereof may be amended, modified, waived, discharged or terminated, except by an instrument in writing duly executed and agreed to by the parties hereto.

20. **Counterparts**. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or portable document format (PDF) transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement and signature pages for all purposes.

21. **Pay Equity.** The Project Sponsor, with respect to its own employees only, if any, shall comply with Erie County Executive Order 13 (2014) and agrees to complete the Certificate collectively attached hereto as Exhibit "3" and made a part hereof. The Project Sponsor 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 Project Sponsor, 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 conforming 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 Taxpayer is not qualified to participate in future County contracts.

22. **Notices**. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service or otherwise. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

To Project Sponsor:

Eleanor White
Amherst Senior Apartments LP
795 Ridge Lake Blvd., Ste 300
Memphis, TN 38120

To the Town:

Town Attorney's Office
Town of Amherst
5583 Main Street

Attachment: AmherstSrApts.PILOT-03082024134850 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659))

Williamsville, New York 14221

Town Supervisor
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Town Assessor
Town of Amherst
5583 Main Street
Williamsville, NY 14221

To Erie County:

Erie County Attorney's Office
95 Franklin Street
Buffalo, NY 14202

To Williamsville Central School District:

Williamsville Central School District
105 Casey Road
Williamsville, New

Any such addresses for the giving of notices may be changed by a party by giving written notice as provided above to the other parties. Notice given by counsel to a party shall be effective as notice from such party.

23. **Applicable Law**. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Project Sponsor, the Town, Erie County and the School District each consent to the jurisdiction of New York State courts regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions.

24. **Assignment and Leasing**. The provisions of section 10(a)(7) hereof notwithstanding, the Project Sponsor shall have the right and option ("Option") upon at least thirty (30) days prior written notice to the Taxing Jurisdictions, to sell or assign all or any part of the right, title and interest in and to the Project including, without limitation, the Fee Estate and/or any Leasehold Estate in the Project, on terms and conditions acceptable to the Project Sponsor, to a purchaser, assignee, or tenant ("Assignee") so long as such Assignee is legally qualified to provide affordable senior housing at the Project pursuant to a contract with HUD and continues to provide such housing at the Project. The Taxing Jurisdictions shall cooperate with the Project Sponsor and any such Assignee to execute such documents or instruments as is reasonably necessary to effect such purchase, assignment, or lease including, but not limited to, any financing in connection with such transaction at Project Sponsor's sole cost or expense.

Attachment: AmherstSrApts.PILOT-03082024134850 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659))

25. **Covenants of the Project Sponsor**. During the term of the Agreement, the Project Sponsor shall not voluntarily do any of the following:

a. Seek to invalidate this Agreement except as expressly provided herein;

b. Convey by sale, lease or otherwise any interest in the Project to any entity or organization that does not qualify to provide affordable senior housing at the Project pursuant to a contract with HUD;

c. Abandon or discontinue to provide affordable senior housing apartments at the Project pursuant to HUD Contract; or

d. Fail to pay the Taxing Jurisdictions all amounts due hereunder when due in accordance with the terms and conditions of this Agreement.

26. **Covenants of the Town**. During the term of this Agreement, the Town will not do any of the following:

a. Seek to invalidate this Agreement;

b. Seek to collect from Project Sponsor any property tax upon the Property (Special District taxes are not governed by this Agreement) or the improvements thereon in addition to the amounts established herein.

27. **Representations of the Taxing Jurisdictions.** Each of the Taxing Jurisdictions represents and warrants to the Project Sponsor that (i) it has secured the approval of respective legislative body to duly authorize the execution, delivery and performance of this Agreement and its respective obligations hereunder, and (ii) it is not prohibited from entering into this Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement by the terms, conditions or provisions of any law, any order of any court orother agency or authority of government, or any agreement or instrument to which it is a party or by which it is bound, and (iii) this Agreement is a legal, valid and binding obligation of each Taxing Jurisdiction respectively and is enforceable in accordance with its terms.

28. **Representations of Project Sponsor**. The Project Sponsor represents and warrants to the Taxing Jurisdictions that (i) it is duly organized and validly existing as a limited liability company and is authorized to conduct business in the State of New York; and (ii) it is authorized and has the power under the laws of the State of New York to enter into this Agreement and to perform and carry out all covenants and obligations on its part to be performed pursuant to this Agreement, and (iii) the performance of its obligations hereunder will not violate, results in a breach of or constitute a default under any agreement or instrument to which Project Sponsor is a party or by which Project Sponsor is bound, and this Agreement is a legal, valid and binding obligation of Project Sponsor enforceable in accordance with its

Attachment: AmherstSrApts.PILOT-03082024134850 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659))

terms.

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SIGNATURES ON FOLLOWING PAGE]

Attachment: AmherstSrApts.PILOT-03082024134850 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659))

(Signature Page for Agreement For Payment In Lieu Of Taxes)

IN WITNESS WHEREOF, the Town, County, School District, Partnership, and HDFC have duly executed this Agreement as of the day and year first above written.

COUNTY OF ERIE

BY: _____
Mark C. Poloncarz, County Executive
Lisa M. Chimera, Deputy County Executive

Date: _____

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Supervisor

Date: _____

Approved as to content for Erie County:

BY: _____
Daniel Castle, Commissioner
Department of Planning
& Economic Development

Date: _____

Approved as to content for the Town of Amherst:

BY: _____
Emily Murphy, Assessor

Date: _____

Approved as to form for Erie County:

BY: _____
Richard Stanton, Esq.
Assistant County Attorney

Date: _____

Approved as to form for the Town of Amherst:

BY: _____
Samuel A. Alba, Senior Deputy
Town Attorney

Date: _____

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT

BY: _____
Dr. Darren J. Brown-Hall
Superintendent

AMHERST SENIOR APARTMENTS LP

Attachment: AmherstSrApts.PILOT-03082024134850 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659))

By: _____ Date: _____

Eleanor White

President (Housing Preservation, Inc. General Partner)

Attachment: AmherstSrApts.PILOT-03082024134850 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659))

SCHEDULE A

TAX YEAR	Town of Amherst 60%	Erie County 25%	Williamsville CSD 15%	Total Annual PILOT Payment
2024-25	36,721	15,300	9,180	61,201
2025-26	37,822	15,759	9,456	63,037
2026-27	38,957	16,232	9,739	64,928
2027-28	40,126	16,719	10,031	66,876
2028-29	41,329	17,221	10,332	68,882
2029-30	42,569	17,737	10,642	70,949
2030-31	43,846	18,269	10,962	73,077
2031-32	45,162	18,817	11,290	75,270
2032-33	46,517	19,382	11,629	77,528
2033-34	47,912	19,963	11,978	79,853
2034-35	49,349	20,562	12,337	82,249
2035-36	50,830	21,179	12,707	84,716
2036-37	52,355	21,814	13,089	87,258
2037-38	53,925	22,469	13,481	89,876
2038-39	55,543	23,143	13,886	92,572
TOTALS	**682,963**	**284,568**	**170,741**	**1,138,272**

Attachment: AmherstSrApts.PILOT-03082024134850 (RES-2024-270 : PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659))

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Town Attorney
Initiated by: **Nora B. Robshaw**
Co-Sponsored by:

DOC ID: 28768 **RESOLUTION 2024-271** **ADOPTED**

Authorization to Commence Surplus Money Proceeding - 4651 N. Bailey Avenue

AGENDA ITEM : MARCH 25th, 2024

TO: **Town Board**

FROM: **Nora B. Robshaw, Esq., Senior Deputy Town Attorney**

DATE: **March 19, 2024**

RE: **Authority To Commence Surplus Money Proceeding**
4651 N. Bailey

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

WHEREAS, the Town of Amherst Community Development program has a lien against the foreclosed property located at 4651 N. Bailey Amherst, New York; and

WHEREAS, the program is hoping to recoup an unpaid load through the surplus funds being held by the Erie County Comptroller's Office either in whole or in part;

NOW THEREFORE BE IT RESOLVED that the Town Board authorizes the Town Attorney's Office to commence a surplus money proceeding to recover surplus funds held by the Erie County Comptroller's Office.

Thank you.

MAP:nmb
c: Timothy Koller, Deputy Town Clerk
(**Agenda Item - March 25, 2024**)
Susan Fitzpatrick, Community Development Specialist

3/25/2024
Consent

FINANCIAL IMPACT:

Amount to be recouped - TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Town Attorney
Initiated by: **Nora B. Robshaw**
Co-Sponsored by:

DOC ID: 28769 **RESOLUTION 2024-272** **ADOPTED**

Authorization to Commence Surplus Money Proceeding (433 Campus Drive)

AGENDA ITEM : MARCH 25th, 2024

TO: **Town Board**

FROM: **Nora B. Robshaw, Esq., Senior Deputy Town Attorney**

DATE: **March 25, 2024**

RE: **Authority To Commence Surplus Money Proceeding**
433 Campus Drive

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

WHEREAS, the Town of Amherst Community Development program has a lien against the foreclosed property located at 433 Campus Drive, Amherst, New York; and

WHEREAS, the program is hoping to recoup an unpaid load through the surplus funds being held by the Erie County Comptroller's Office either in whole or in part;

NOW THEREFORE BE IT RESOLVED that the Town Board authorizes the Town Attorney's Office to commence a surplus money proceeding to recover surplus funds held by the Erie County Comptroller's Office.

Thank you.

MAP:nmb
c: Timothy Koller, Deputy Town Clerk
(**Agenda Item - March 25, 2024**)
Susan Fitzpatrick, Community Development Specialist

3/25/2024
Consent

FINANCIAL IMPACT:

Amount to be recouped - TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Town Attorney
Initiated by: **Nora B. Robshaw**
Co-Sponsored by:

DOC ID: 28770 **RESOLUTION 2024-273** **ADOPTED**

Authorization to Commence Surplus Money Proceeding (61 Stanton Street)

AGENDA ITEM : MARCH 25th, 2024

TO: **Town Board**

FROM: **Nora B. Robshaw, Esq., Senior Deputy Town Attorney**

DATE: **March 19, 2024**

RE: **Authority To Commence Surplus Money Proceeding**
61 Stanton Street

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

WHEREAS, the Town of Amherst Community Development program has a lien against the foreclosed property located at 61 Stanton Street, Amherst, New York; and

WHEREAS, the program is hoping to recoup an unpaid load through the surplus funds being held by the Erie County Comptroller's Office either in whole or in part;

NOW THEREFORE BE IT RESOLVED that the Town Board authorizes the Town Attorney's Office to commence a surplus money proceeding to recover surplus funds held by the Erie County Comptroller's Office.

Thank you.

MAP:nmb
c: Timothy Koller, Deputy Town Clerk
(**Agenda Item - March 25, 2024**)
Susan Fitzpatrick, Community Development Specialist

3/25/2024
Consent

FINANCIAL IMPACT:

Amount to be recouped - TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 28776 **RESOLUTION 2024-274** **ADOPTED**

Conflict of Interest Waiver - Hodgson Russ LLP

AGENDA ITEM - MARCH 25th, 2024

TO: **Town Board**

FROM: **Martin Polowy, Town Attorney**

DATE: **March 19, 2024**

RE: **Conflict of Interest Waiver for Hodgson Russ LLP**

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

WHEREAS, Hodgson Russ LLP has from time to time represented and currently represents the Town of Amherst (the "Town") in a variety of matters, and values the Town as a client; and

WHEREAS, attorneys representing Wegmans' Supermarkets in a complex, mass tort pharmaceutical litigation (the "Litigation") brought by over 40 municipalities, including the Town of Amherst, have joined Hodgson Russ LLP; and

WHEREAS, the litigation has no connection to the matters on which Hodgson Russ has and continues to represent the Town, and will have no impact on the firm's independent professional judgment on behalf of the Town; and

WHEREAS, this is a waivable legal conflict, and the firm asks that the Town consent to its representation of its client in the Litigation and Hodgson Russ has the consent of its client as well.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Amherst as follows:

1. That the Town hereby agrees to waive any conflict of Hodgson Russ LLP in connection with the matters described above.

2. This Resolution shall be effective immediately.

MAP:nmb

c: Tim Koller, Deputy Town Clerk (**Agenda Item - March 25, 2024**)
Charles W. Malcomb, Esq. (**Via E-Mail -** CMalcolmb@hodgsonruss.com)

3/25/2024
Consent

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 28797 **RESOLUTION 2024-275** **ADOPTED**

Amusement License for Andale Cantina Restaurant

Request by Andale Cantina for a First Class Amusement License to hold a Cinco De Mayo Celebration at 6850 Main St. on Saturday, May 5th, 2024 from 11am-12am.

Supervising Code Enforcement Officer recommends a fee of $50.00

The following conditions apply:

1. That all fire lanes be kept clear at all times.
2. All temporary power must be code compliant.
3. Bathroom facility must be made available & accessible.
4. For any tents in excess of 400 square feet being used, a fire prevention tent permit must be obtained.
5. On site accessible parking must be maintained.
6. Vehicle impact protection must be provided for guest area.
7. Fire Department access must be maintained at all times in the event of an emergency.
8. Events with 1,000 guests or more will be require "Crowd Managers "that are in compliance with Chapter 4 of the 2020 FCNYS.
9. The applicant must abide by Chapter 138 of the Town Of Amherst Code regarding noise.

3/25/2024
Consent

FINANCIAL IMPACT:

Income to the Town

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

TOWN OF AMHERST

BUILDING DEPARTMENT

INTER-DEPARTMENTAL CORRESPONDENCE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7080
FAX: (716) 631-7192

Mark S. Berke, P.E.
Commissioner of Building

DATE: March 20, 2024

TO: Town Board

FROM: Douglas Gesel, Supervising Code Enforcement Officer

RE: Amusement License for 6850 Main Street, Andale Cantina Restaurant

In response to the Amusement License Application dated March 5, 2024 from Lizbeth Lizardo,

The event is classified as a First-Class Amusement by Chapter 68 of Town Code

With the event being on May 5, 2024 from 11:00 am until 12:00am in the parking lot of the address noted above, I recommend the approval of his request for First Class outdoor event at the above noted address.

The fee for such an event is set be the Town Board, the fee can be from $5.00 to $50.00 per day, or fraction thereof. I recommend a fee of $50.00 for the one-day event.

I would require that the following conditions be adhered too:

- That all fire lanes be kept clear at all times.
- All temporary power must be code compliant.
- Bathroom facility must be made available & accessible.
- For any tents in excess of 400 square feet being used, a fire prevention tent permit must be obtained.
- On site accessible parking must be maintained.
- Vehicle impact protection must be provided for the guest area.
- Fire Department access must be maintained at all times in the event of an emergency.
- Events with 1,000 guests or more will require "Crowd Managers" that are in compliance with Chapter 4 of the 2020 FCNYS.
- The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.

Please contact me if you have any questions regarding this response.

Doug Gesel

Douglas Gesel, Supervising Code Enforcement Officer
cc: Fran Spoth, Town Clerk, Mark Berke P.E. Commissioner of Building, Bryan Parnell, Senior Fire Inspector

Attachment: Andale Cantina 24 (RES-2024-275 : Amusement License for 6850 Main St, Andale Cantina Restaurant)

Brownson, Ashley

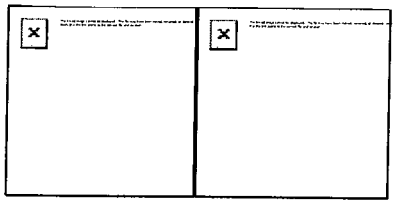
From: Scott Chamberlin
Sent: Tuesday, March 5, 2024 1:11 PM
To: Brownson, Ashley
Subject: Re: Amusement License - Andale Catina

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.

We have no issues with this.

Regards,

Scott P. Chamberlin
Chief of Police
Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, NY 14228
(716) 689-1351



On Tue, Mar 5, 2024 at 10:29 AM Brownson, Ashley <abrownson@amherst.ny.us> wrote:
Good Morning,

Attached is an application from Lizbeth Lizardo, Andale Cantina, to hold an event at 6850 Main St. The event will be held on May 5th, 2024.

Please review and send any written comments back to me as soon as possible so we can place this on the earliest Town Board Agenda. Thank you for cooperation.

Ashley Brownson
Supervising Tax Clerk
Town of Amherst

Attachment: Andale Cantina 24 (RES-2024-275 : Amusement License for 6850 Main St, Andale Cantina Restaurant)

Town of Amherst
Amusement License Application

Organization or Resident: Andale Cantina

Address of Event: 6850 Main Street

Describe Event: Outdoor Event 5 de Mayo, 2024

List All Dates: 5/05/2024
day/month/year & day of week

Number of Occasions: 1

Time (Start & End): 11:00 am to 12:00 pm

PLEASE ATTACH A SITE PLAN WITH DESIGNATED AREA FOR EVENT

Name of Organizer Lizbeth Lizardo

Address 6850 Main Street Williamsville Ny 14221

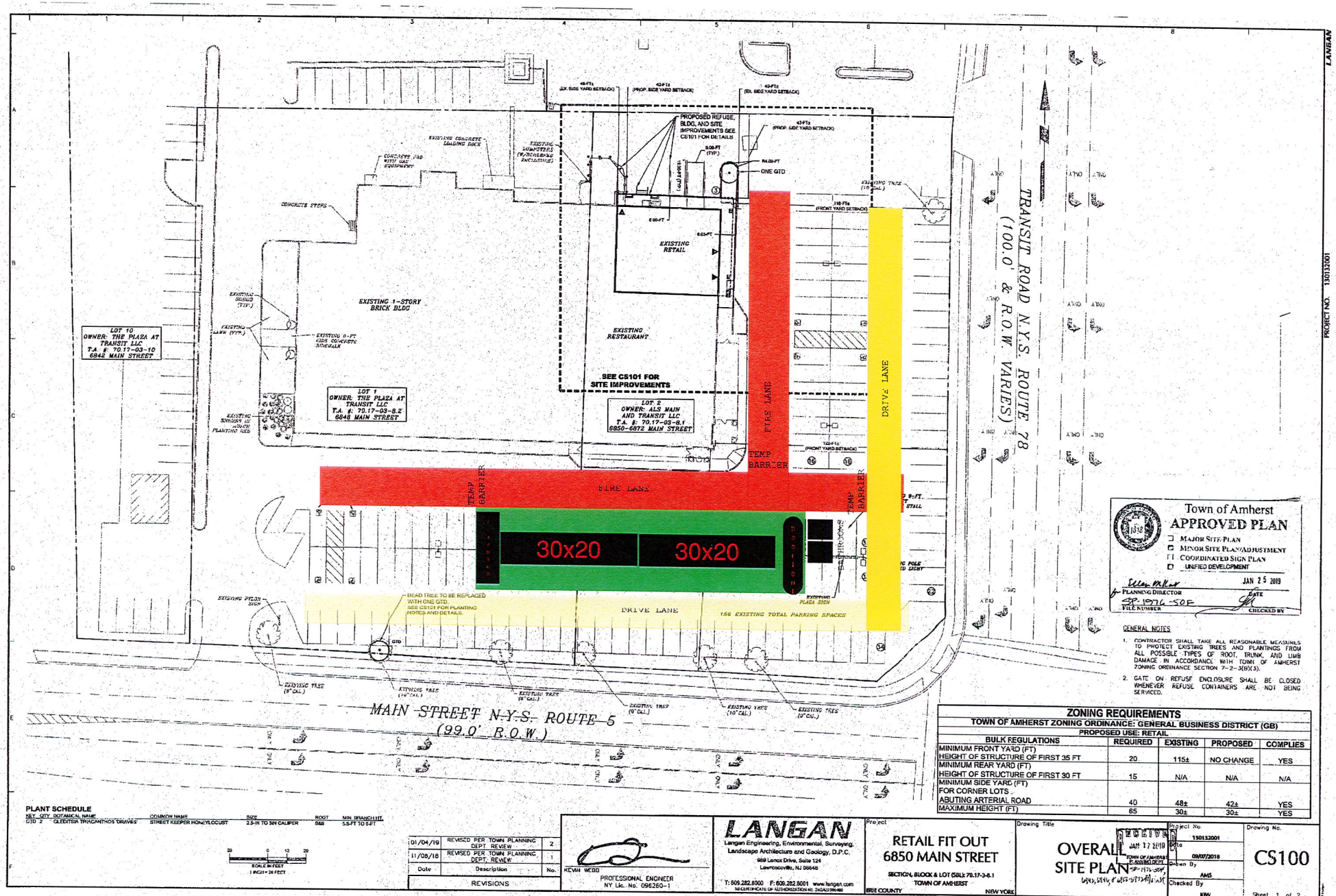
Phone Number 323-506-4381 / andalecantina@gmail.com

Signature of Organizer

Date 03/05/2024

Office use only:
Submitted to Police & Building X
Fee determined by Town Board _____
Business or Resident notified _____
Payment Rcvd _____
License issued and mailed out _____

Attachment: Andale Cantina 24 (RES-2024-275 : Amusement License for 6850 Main St, Andale Cantina Restaurant)



Town of Amherst
APPROVED PLAN
- ☐ Major Site Plan
- ☐ Minor Site Plan/Adjustment
- ☐ Coordinated Sign Plan
- ☐ Unified Development

Planning Director — JAN 25 2019 — Date
SP-1976-SOE — File Number — Checked By

GENERAL NOTES
1. CONTRACTOR SHALL TAKE ALL REASONABLE MEASURES TO PROTECT EXISTING TREES AND PLANTINGS FROM ALL POSSIBLE TYPES OF ROOT, TRUNK, AND LIMB DAMAGE IN ACCORDANCE WITH TOWN OF AMHERST ZONING ORDINANCE SECTION 7-2-3(B)(3).
2. GATE ON REFUSE ENCLOSURE SHALL BE CLOSED WHENEVER REFUSE CONTAINERS ARE NOT BEING SERVICED.

ZONING REQUIREMENTS
TOWN OF AMHERST ZONING ORDINANCE: GENERAL BUSINESS DISTRICT (GB)
PROPOSED USE: RETAIL

BULK REGULATIONS	REQUIRED	EXISTING	PROPOSED	COMPLIES
MINIMUM FRONT YARD (FT)				
HEIGHT OF STRUCTURE OF FIRST 35 FT	20	115±	NO CHANGE	YES
MINIMUM REAR YARD (FT)				
HEIGHT OF STRUCTURE OF FIRST 30 FT	15	N/A	N/A	N/A
MINIMUM SIDE YARD (FT)				
FOR CORNER LOTS				
ABUTING ARTERIAL ROAD	40	48±	42±	YES
MAXIMUM HEIGHT (FT)	65	30±	30±	YES

PLANT SCHEDULE

KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	MIN. BRANCHING
GTD	2	GLEDITSIA TRIACANTHOS 'DRAVES'	STREET KEEPER HONEYLOCUST	2.5-IN TO 3IN CALIPER	B&B	5.5-FT TO 6-FT

SCALE IN FEET
1 INCH = 20 FEET

Date	Description	No.
01/04/19	REVISED PER TOWN PLANNING DEPT. REVIEW	2
11/08/18	REVISED PER TOWN PLANNING DEPT. REVIEW	1

REVISIONS

KEVIN WEDD
PROFESSIONAL ENGINEER
NY Lic. No. 096260-1

LANGAN
Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C.
959 Lenox Drive, Suite 124
Lawrenceville, NJ 08648
T: 609.282.8000 F: 609.282.8001 www.langan.com
NJ CERTIFICATE OF AUTHORIZATION NO. 24GA27996400

Project: RETAIL FIT OUT 6850 MAIN STREET
SECTION, BLOCK & LOT (SBL): 70.17-3-8.1
TOWN OF AMHERST
ERIE COUNTY NEW YORK

Drawing Title: OVERALL SITE PLAN

RECEIVED JAN 17 2019 TOWN OF AMHERST PLANNING DEPT.

Project No: 130132001
Date: 09/07/2018
Drawn By: AMS
Checked By: KW

Drawing No: CS100
Sheet 1 of 2

PROJECT NO. 130132001

Request by Andale Cantina for a First Class Amusement License to hold a Cinco De Mayo Celebration at 6850 Main St. on Saturday, May 5th, 2024 from 11am-12am.

Supervising Code Enforcement Officer recommends a fee of $50.00

The following conditions apply:

1. That all fire lanes be kept clear at all times.
3. All temporary power must be code compliant.
4. Bathroom facility must be made available & accessible.
5. For tents in excess of 400 sq feet being used, a fire prevention tent permit must be obtained.
6. On site accessible parking must be maintained.
7. Vehicle impact protection must be provided for guest area.
8. Fire Department access must be maintained at all times in the event of an emergency.
9. Events with 1,000 guests or more will be require "Crowd Managers " that are in compliance with Chapter 4 of the 2020 FCNYS.
10. The applicant must abide by Chapter 138 of the Town Of Amherst Code regarding noise.

Attachment: Andale Cantina 24 (RES-2024-275 : Amusement License for 6850 Main St, Andale Cantina Restaurant)

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Mark S. Berke**
Co-Sponsored by:

DOC ID: 28783 **RESOLUTION 2024-276** **ADOPTED**

Monroe County Fire Marshals & Inspectors Association

Requesting Town Board Approval to allow 2 Fire Inspector Officers to attend the 2024 Monroe County Fire Marshals & Inspectors Association (MCFMIA) Educational Conference being held at the West Webster Fire Department, 1051 Gravel Rd., Webster, NY 14580 on May 14, 15, & 16th, 2024. Educational in-service training is a state requirement.

3/25/2024
Consent

FINANCIAL IMPACT:

B3620 4120 $500.00

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

Monroe County Fire Marshals and Inspectors Association

2024 Educational Seminar

****Location:** West Webster Fire Department 1051 Gravel Rd, Webster, NY 14580**

When: Tuesday May 14th, Wednesday May 15th Thursday May 16th

Time: 8am to 5pm Daily

Again Offering 24 Hours of Training
Schedule is To Be Announced

Class Size is **LIMITED** to the first **90** registered participants
*Current MCFMIA members will receive priority registration

MCFMIA Members - $250.00 / Non-Members - $275.00

(Includes 24 hours of instruction, continental breakfast, lunch and refreshments)

REGISTRATION DEADLINE IS Wednesday May 1, 2024

checks made payable to: Monroe County Fire Marshals & Inspectors Association

RETURN REGISTRATION AND PAYMENT	QUESTIONS?
TO: Pat Inzer Treasurer – MCFMIA 2095 West Henrietta Road Rochester, NY 14623	David Saur – president@mcfmia.org Kevin Chandler – vicepresident@mcfmia.org

(Return below portion with Payment. All Fields Are Mandatory. Failure to Fully Complete Form Will Result in Registration Being Delayed.)

NAME	Daniel Hooper														
ADDRESS	5583 Main St														
CITY	Williamsville								NY	ZIP	14221				
EMAIL	dhooper@amherst.ny.us														
NY Training ID Include NY/CE	N	Y	0	0	0	2	0	5	8	AGENCY CODE	1	5	8	0	4

2024 MCFM&I Seminar Registration Slip

Attachment: Monroe 2024 conference registration slips (RES-2024-276 : 2024 MCFMIA Conference)

Monroe County Fire Marshals and Inspectors Association

2024 Educational Seminar

****Location:** West Webster Fire Department 1051 Gravel Rd, Webster, NY 14580**

When: Tuesday May 14th, Wednesday May 15th Thursday May 16th

Time: 8am to 5pm Daily

Again Offering 24 Hours of Training
Schedule is To Be Announced

Class Size is **LIMITED** to the first **90** registered participants
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MCFMIA Members - $250.00 / Non-Members - $275.00

(Includes 24 hours of instruction, continental breakfast, lunch and refreshments)

REGISTRATION DEADLINE IS Wednesday May 1, 2024

checks made payable to: Monroe County Fire Marshals & Inspectors Association

RETURN REGISTRATION AND PAYMENT	QUESTIONS?
TO: Pat Inzer Treasurer – MCFMIA 2095 West Henrietta Road Rochester, NY 14623	David Saur – president@mcfmia.org Kevin Chandler – vicepresident@mcfmia.org

(Return below portion with Payment. All Fields Are Mandatory. Failure to Fully Complete Form Will Result in Registration Being Delayed.)

NAME	David Mastrella													
ADDRESS	5583 Main St													
CITY	Amherst								NY	ZIP	14221			
EMAIL	dmastrella@amherst.ny.us													
NY Training ID Include NY/CE	N	Y	0	0	3	9	2	6	4	AGENCY CODE	1	5	8	0	4

2024 MCFM&I Seminar Registration Slip

Attachment: Monroe 2024 conference registration slips (RES-2024-276 : 2024 MCFMIA Conference)

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 28798 **RESOLUTION 2024-277** **ADOPTED**

Budget Transfers and Amendments

For March 25, 2024 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 03/20/2024
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 - 2024

FROM:	***TO:***
D5110.1000 Highway- Personal Svcs $887.69 D5110.8030 Highway- FICA $67.91	D5110.4110 Highway- Contractual $955.60
To transfer funds to cover P.O. #2400526 for deceased employee.	
N1954.4003 AMH HOME- 10% Admin $23,650.00 N1954.4050 AMH HOME- Mileage $1,579.50 N1954.8051 AMH HOME- Dental $125.90	N1954.1000 AMH HOME- Personal Svcs $8,442.86 N1954.4040 AMH HOME- Travel $202.00 N1954.8010 AMH HOME- Retirement $15,760.19 N1954.8030 AMH HOME- FICA $824.45 N1954.8050 AMH HOME- Health Ins. $125.90
Requested per Department to clean up budget.	
A7250.4110 Audubon Golf - Contractual $603.49	A7250.9000 Interfund Transfers $603.49
To transfer funds into KP2215 Audubon Golf Course Improvements.	
D5130.2600 Highway - Equipment $42,015.76	D5130.9000 Interfund Transfers $42,015.76
To transfer funds into KP2224 Highway Equipment.	

BUDGET AMENDMENTS - 2024

INCREASE:	***INCREASE:***
N2344.02785 CHEEK Housing- PI $4,343.06 N2349.02785 CHEEK Admin- PI $482.56	N2344.4000 Contractual $4,343.06 N2349.4003 10% Admin $482.56
To recognize Community Development program income from 38 Westvale, Cheektowaga.	
N2323.02785 CDBG & VG- PI $170.00	N2323.4000 Contractual $170.00
To recognize Community Development program income from 169 Hillcrest, Cheektowaga.	
G9000.05001 Sewer- Refund of CY Exp $3,738.00	G9000.4110 Contractual $3,738.00
To increase budget for funds received in connection with P.O. 2413511.	
N2350.02785 TON REHAB- PI $30,033.68 N2353.02785 TON Admin- PI $3,337.07	N2350.4000 Contractual $30,033.68 N2353.4003 10% Admin $3,337.07
To recognize Community Development program income from 84 Keats, Tonawanda.	
KP2215.05031 Interfund Transfers $603.49	KP2215.4972 Construction $603.49
To setup budget for transfer from A7250 into KP2215 Audubon Golf Course Improvements.	

KP2224.05031 Interfund Transfers $42,015.76 KP2224.2250 Trucks $42,015.76
To setup budget for transfer from D5130 into KP2224 Highway Equipment.

G9000.03089 Sewer Maintenance - State Aid $67,500 G9000.4000 Contractual $67,500
To setup budget for State Aid for CRS#4273 Mapping Grant.

KP2116.02770 Knox Box - Other Revenue $940.86 KP2116.1000 Personal Services $874.00
KP2116.8030 FICA $66.86
To adjust budget for revenue and personal services for installation of Knox Box Upgrade Project.

3/25/2024
Consent

FINANCIAL IMPACT:

See Descriptions.

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 28687 **RESOLUTION 2024-278** **ADOPTED**

Extension of Bid #2022008 Town Wide Roofing - CRS #4648

WHEREAS, Jos. A. Sanders & Sons, Inc. has agreed to extend their contract for Bid #2022008 Town Wide Roofing (Original CRS #3274); and

WHEREAS, the original contract includes a provision which allows for an increase in labor rates at the time of extension due to an increase in prevailing wage rates, and wage rates were increased accordingly as shown in the Contract Extension Agreement (the markup for materials and parts remains the same);

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contract with Jos. A. Sanders & Sons, Inc. for the period of April 25, 2024 through April 24, 2026; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with Jos. A. Sanders & Sons, Inc.

3/25/2024
Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

TOWN OF AMHERST
Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

COUNCILMEMBERS
Jacqualine Berger
Shawn Lavin
Michael Szukala
Angela Marinucci

Extension Agreement

Jos. A. Sanders & Sons, Inc. agrees to extend the current contract with the Town of Amherst for Bid #2022008 (Original CRS/CMS ID #3274/3057) for Town-Wide Roofing.

This contract will be extended for a two-year term from April 25, 2024 to April 24, 2026.

The following adjustment(s) have been made to the hourly rates due to the change in prevailing wage (prevailing wage at contract inception vs current rate) rates and will be in affect beginning on April 25, 2024:

Title:	Hourly Rate:
Roofer	$ 91.61
Roofer – Overtime Rate	$115.71
Laborer	$ 60.55
Laborer – Overtime Rate	$ 77.71
Sheetmetal Worker	$102.17

SIGNED:

Vendor
Wendy L Sanders, President
Jos. A Sanders & Sons, Inc.

DATED
2/15/2024

Brian J. Kulpa, Supervisor
Town of Amherst

DATED

Attachment: Jos A Sanders & Sons signed extension agreement (RES-2024-278 : Extension of Bid #2022008 Town Wide Roofing - CRS #4648)

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 28699 **RESOLUTION 2024-279** **ADOPTED**

Award Bid #2024011 Pool Chemicals - CRS #4654 & 4655

WHEREAS, the Contract Compliance and Administration Department received bids on February 15, 2024 for Bid #2024011 for Pool Chemicals; and

WHEREAS, the bid process resulted in a response from three (3) 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 Amrex Chemical Co. (CRS #4654) and Bison Laboratories (CRS #4655); and

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

BE IT FURTHER RESOLVED, that approval of the contract with Amrex Chemical Co. is pending successful completion of the Contract Routing System, due to the fact that we are currently without a contract.

3/25/2024
Consent

FINANCIAL IMPACT:

A7141-4350 & A7146-4350; Amount TBD

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

Bid #2024011 Pool Chemicals

Low Bidder			Vendor Name:	Bison Laboratories		PVS-CDI Chemicals		Amrex Chemical	
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	15	DRUM	Hydrochloric (Muriatic) Acid - 140 lb. Drum	No Bid	No Bid	$64.60	$969.00	$60.49	$907.35
1a	0	DRUM	Drum Deposit	N/A	N/A	No Bid	No Bid	$25.00	$0.00
2	10	BOTTLE	Hydrochloric (Muriatic) Acid, Reagent - 6 lb. Bottle	$6.38	$38.94	No Bid	No Bid	$11.00	$110.00
2a		BOTTLE	Bottle Deposit	N/A	N/A	No Bid	No Bid	$0.00	$0.00
3	10	BAG	Soda Ash, Dense - 50 lb. Bag	$26.38	$263.80	$28.00	$280.00	$17.85	$178.50
4	90	DRUM	Sodium Hypochlorite - 55-gallon Drum	$155.27	$13,974.30	$212.85	$19,156.50	$199.25	$17,932.50
4a	0	DRUM	Drum Deposit	$50.00	$0.00	No Bid	No Bid	$35.00	$0.00
5	10	PAIL	Sodium Hypochlorite - 5-gallon Pail	$21.00	$210.00	$37.35	$373.50	$18.25	$182.50
5a	0	PAIL	Pail Deposit	$10.00	$0.00	No Bid	No Bid	$8.00	$0.00
			Total Bid:		**$14,487.04**		**$20,779.00**		**$19,310.85**
			Quantities are estimates and are not guaranteed.						
			No additional costs will be considered.						

Notes:

Bison Labs - Line Item #2 - Bid $6.38 for a 1 gallon bottle in place of a 6 lb. bottle. There are 9.83 lbs per gallon; calculation was adjusted to account for this.

Attachment: Bid Analysis Pool Chemicals (RES-2024-279 : Award Bid #2024011 Pool Chemicals - CRS

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 28779 **RESOLUTION 2024-280** **ADOPTED**

Award Bid #2024010 Street Light Poles, Arms & Bases - CRS #4702 & 4720

WHEREAS, the Contract Compliance and Administration Department received bids on February 15, 2024 for Bid #2024010 for Street Light Poles, Arms & Bases; and

WHEREAS, the bid process resulted in a response from six (6) 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 Wesco Distribution, Inc. and Irby Utilities; and

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

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System, due to the fact that we are currently without a contract and there is a need to order materials as soon as possible.

3/25/2024
Consent

FINANCIAL IMPACT:

E9997-4110 & A5182-4110: Amount TBD

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

Bid #2024010 Street Light Poles, Arms & Bases

Low Bidder				Irby Utilities		Light Mart		Wesco		Lighting N Beyond		Illuminating Expressions		Supreme Lighting	
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
			Decorative Poles												
1	20	Each	Shakespeare O-Series (or equivalent) model BO 15-01-S1-BC-38	$510.00	$10,200.00	$1,028.00	$20,560.00	$688.00	$13,760.00	No Bid	No Bid	$1,029.00	$20,580.00	No Bid	No Bid
2	20	Each	Shakespeare O-Series (or equivalent) model BO 18-01-S1-BE-08	$575.00	$11,500.00	$1,028.00	$20,560.00	$779.00	$15,580.00	No Bid	No Bid	$1,094.00	$21,880.00	No Bid	No Bid
			Shipping										*$4,000.00*		
			Sub-Total		$21,700.00		$41,120.00		$29,340.00		No Bid		$46,460.00		No Bid
			Cobrahead Poles, Base & Arms												
3	10	Each	Hapco Single Mast Pole (or equivalent) model RTA30D8BFM18-LAB-01	No Bid	No Bid	$3,876.00	$38,760.00	$2,393.00	$23,930.00	No Bid	No Bid	$1,915.00	$19,150.00	No Bid	No Bid
4	2	Each	Hapco Single Truss Pole (or equivalent) model RTA30C8CFT1C-01	No Bid	No Bid	$3,457.00	$6,914.00	$2,999.00	$5,998.00	No Bid	No Bid	$2,075.00	$4,150.00	No Bid	No Bid
5	6	Each	Hapco (or equivalent) breakaway transformer base	No Bid	No Bid	$516.00	$3,096.00	$559.00	$3,354.00	No Bid	No Bid	$479.00	$2,874.00	No Bid	No Bid
6	2	Each	Hapco (or equivalent) 12' aluminum truss arm	$538.00	$1,076.00	$570.00	$1,140.00	$484.00	$968.00	No Bid	No Bid	$506.00	$1,012.00	No Bid	No Bid
			Shipping										*$4,000.00*		
			Sub-Total		$1,076.00		$49,910.00		$34,250.00		No Bid		$31,186.00		No Bid
			Streetlight Mounting Arms												
7	6	Each	Lithonia Lighting (or equivalent) model SMAWT T20 US10 GALV	$475.00	$2,850.00	No Bid	No Bid	$982.00	$5,892.00	$1,023.00	$6,138.00	$426.00	$2,556.00	$1,298.63	$7,791.78
8	6	Each	Lithonia Lighting (or equivalent) model SMAWT T20 US12 GALV	$531.00	$3,186.00	No Bid	No Bid	$1,022.00	$6,132.00	$1,064.00	$6,384.00	$532.00	$3,192.00	$1,351.34	$8,108.04
9	6	Each	Lithonia Lighting (or equivalent) model SMAWT T20 US16 GALV	$680.00	$4,080.00	No Bid	No Bid	$1,114.00	$6,684.00	$1,161.00	$6,966.00	$639.00	$3,834.00	$1,533.54	$9,201.24
10	6	Each	Lithonia Lighting (or equivalent) model SMAWT T20 US20 GALV	$701.00	$4,206.00	No Bid	No Bid	$1,260.00	$7,560.00	$1,313.00	$7,878.00	$905.00	$5,430.00	$1,666.42	$9,998.52
			Shipping										*$3,500.00*		
			Sub-Total		$14,322.00		No Bid		$26,268.00		$27,366.00		$18,512.00		$35,099.58
			Quantities are estimates and are not guaranteed.												
			NO ADDITIONAL CHARGES WILL BE CONSIDERED.												

NOTES:

Irby - Submitted substitues for items 6-10. Substitutes were determined to be equivalent and compatible with the existing system.

Illuminating Expressions: Submitted substities for items 3-6 and 7-10. Substitutes for items 3-6 were determined to not be equivalent or compatible with the existing system. Freight was also quoted for each section, which is not allowable under the bid specification.

Attachment: Bid Anaysis Street Light Poles Arms & Base - Final (RES-2024-280 : Award Bid #2024010

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 28741 **RESOLUTION 2024-281** **ADOPTED**

Amendment to Bid #2023052 Town Wide Fire Alarm Inspection, Service & Security Monitoring - CRS #4662

WHEREAS, the Contract Compliance and Administration Department awarded Bid #2023052 for Town Wide Fire Alarm Inspection, Service, and Security Monitoring on January 22, 2024 (RES-2024-81) to Davis-Ulmer Sprinkler Company, Inc. dba All State Fire & Security; and

WHEREAS, the Contract Compliance and Administration Department is requesting that the new Mathewson McCarthy Baseball Field House location be added to the contract, as per the attached proposal;

NOW, THEREFORE, BE IT RESOLVED, The Town Board approves the amendment to the Town Wide Fire Alarm Inspection, Service, and Security Monitoring contract with Davis-Ulmer Sprinkler Company, Inc. dba All State Fire & Security; and

BE IT FURTHER RESOLVED, the Supervisor is authorized to sign the contract amendment.

3/25/2024
Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

All State Fire & Security
POWERED BY API Group

400 Mineral Springs Road, Buffalo, NY 14224
716-783-9670 / 716-783-9718 fax
Toll Free: 1-855-550-6599
www.allstatefirewny.com

MASTER SERVICE AGREEMENT

Date: 3/6/2024

Contract #2023052

By and between

All State Fire & Security (ASF)
400 Mineral Springs Rd.
Buffalo, NY 14224

(716) 783-9670

Town of Amherst
Mathew Son McCarthy Baseball Field House
1995 Wehrle Dr.

Williamsville, NY 14221

All State Fire & Security shall provide Services as indicated below and in accordance with the attached service, work scope documents, and special provisions which form a part of this Agreement:

Fire Alarm	Governing Code	Qty	Rate	Frequency	Due Date
Alarm Inspection	NFPA 72	1	$295.00	Annual	
*Monitoring (Phone Lines)	NFPA 72	1	$445.00	24/7	
*Monitoring (Cellular)	NFPA 72	1	$749.00	24/7	

*Monitoring type to be determined once on-site and existing system is evaluated. Price shown is per monitoring account.

Terms: The terms for this location will mirror the existing contract we have been awarded for bid # 2023052

All State Fire & Security

Signature: _____

(Print Name) Robert Urban

Title: Account Executive

Date: 3/6/2024

CUSTOMER Acknowledgement and Acceptance:

Signature: _____

(Print Name) _____

Title: _____

Date: _____

All sales and services provided are subject to the All State Fire & Security Conditions of Sale.

Attachment: All State Fire & Security Mathewson McCarty addition (RES-2024-281 : Amendment to Bid #2023052 Town Wide Fire Alarm

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Economic Development
Initiated by: **Megan Winnert**
Co-Sponsored by:

DOC ID: 28796 **RESOLUTION 2024-282** **ADOPTED**

Authorization to Sign Grant Agreement with Office of Children and Family Services CRS #4719

Requesting the Town Board to authorize the Supervisor to sign a contract with New York State Office of Children and Family Services to receive grant funds for the Amherst Summer Camp Program-Transport, CRS#4719 replacing previous approval of CRS#4625.

3/25/2024
Consent

FINANCIAL IMPACT:

$25,000 grant award

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

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): NYS Office of Children and Family Services 52 Washington Street Rensselaer, NY 12144	BUSINESS UNIT/DEPT. ID: CFS01 / 3400000 CONTRACT NUMBER: TM11224 CONTRACT TYPE (select one): ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☑ Fixed Term Agreement
CONTRACTOR NAME: Amherst, Town of	TRANSACTION TYPE: ☑ New ☐ Renewal (list periods): ☐ Amendment (list periods):
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000003949 Federal Tax ID Number: 16-6002157	PROJECT NAME: Amherst Summer Camp- Transport ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 5583 Main Street Williamsville, NY 14221 CONTRACTOR PAYMENT ADDRESS: ☐ Check if same as primary mailing address 5583 Main Street Williamsville, NY 14221 CONTRACTOR MAILING ADDRESS: ☐ Check if same as primary mailing address 5583 Main Street Williamsville, NY 14221 CONTRACTOR PRIMARY E-MAIL ADDRESS:	CONTRACTOR STATUS: ☐ For Profit ☑ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: ☐ Sectarian Entity

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:

From: 04/01/2023 To: 03/31/2024

AMENDED TERM:

From: 04/01/2023 To: 03/31/2024

CONTRACT FUNDING AMOUNT
(*Fixed Term* - enter current period amount; *Simplified Renewal* - enter cumulative amount to date; *Multi-year* - enter total projected amount of the contract):

CURRENT: 25,000.00

AMENDED:

FUNDING SOURCE(S)

- [x] State
- [ ] Federal
- [ ] Other

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

Contract for Grants
Appendix A
Attachment A: A-1 Program Specific Terms and Conditions
Attachment B: B-1 Expenditure Based Budget
Attachment C: Workplan
Attachment D: Payment and Reporting Schedule
Attachment MWBE

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

AMHERST TOWN OF

By: _____

_____
Printed Name

Title: Supervisor

Date: _____

STATE AGENCY:

Office of Children and Family Services

By: _____

_____
Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

County of _____

On the ___ day of _____, ____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

_____

_____
Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

_____

_____
Printed Name

Title: _____

Date: _____

Contract Number: # TM11224

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

STATE OF NEW YORK
CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as "Contract" or "Agreement"), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) 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 operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work 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 and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with a grant award, the order of precedence is as follows:

1. Appendix A – Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2:Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)[1], Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page

[1] For modifications required by the Federal government see Section I(M).

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting

7. Modifications to Attachment A-1: Agency Specific Terms and Conditions

8. Attachment A-1: Agency Specific Terms and Conditions

9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

B. Funding: Funding for the term of the 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 Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the 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 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.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification 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 proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the 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 Contract shall attempt in good faith to reform the 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.

F. Interpretation: The headings in the 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 gender neutral. The Contract has been made under the laws of the State of New York, and the venue for

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. 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.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, 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 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 Contract.

I. 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 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 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 the State of New York, the State Agency, or any county, or other local government entity.

J. Partisan Political Activity and Lobbying: Funds provided pursuant to the 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.

K. 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 and will comply with requirements therein.

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Laws: All the Specific Federal

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) 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-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. Renewal:

1. **General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the 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 Contract.

2. **Renewal Notice to Not-for-Profit Contractors**: The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the 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 Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event 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 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. Notification to the Contractor of the State's intent to not renew the 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 Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the 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 Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

b) Cause: The State may terminate the 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 Contract and/or any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the 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 or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the 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 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: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the 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 Contract for the purposes set forth herein, the State

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

4. 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 formal written notice outlining the specific details 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 Contract.

III. ADDITIONAL 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 Contract, and all applicable Federal and State laws and regulations.

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 Contract and/or any subcontract entered into under the 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 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 Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the 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 Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

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 Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the 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, 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. 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). 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 Contract for any activity other than those provided for under the 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 Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

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. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.

b) 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.

c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the 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. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.

d) 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 specified in the 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 Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

e) 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 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 Contract:

a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).

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 Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

by the Contractor under this Agreement.

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 Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the 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, 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 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

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

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.

F. Confidentiality:

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Contractor agrees that, as between the Parties, all Confidential Information in its possession obtained in connection with the services or work hereunder is at all times the sole property of the State.

6. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

7. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

may not be released without prior written approval from the State. For the purposes of this Agreement, "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.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written 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 State and 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 Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) calendar day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; 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 Contract (but are not deliverable under the 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 III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. 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: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.

2. 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 Contract.

J. 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 Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

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 Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. 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.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will 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 this Contract.

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the 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.

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

June 2023

TABLE OF CONTENTS

		Page
1.	Executory Clause	3
2.	Non-Assignment Clause	3
3.	Comptroller's Approval	3
4.	Workers' Compensation Benefits	3
5.	Non-Discrimination Requirements	3
6.	Wage and Hours Provisions	3-4
7.	Non-Collusive Bidding Certification	4
8.	International Boycott Prohibition	4
9.	Set-Off Rights	4
10.	Records	4
11.	Identifying Information and Privacy Notification	4
12.	Equal Employment Opportunities For Minorities and Women	5
13.	Conflicting Terms	5
14.	Governing Law	5
15.	Late Payment	5
16.	No Arbitration	5
17.	Service of Process	5
18.	Prohibition on Purchase of Tropical Hardwoods	5-6
19.	MacBride Fair Employment Principles	6
20.	Omnibus Procurement Act of 1992	6
21.	Reciprocity and Sanctions Provisions	6
22.	Compliance with Breach Notification and Data Security Laws	6
23.	Compliance with Consultant Disclosure Law	6
24.	Procurement Lobbying	7
25.	Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26.	Iran Divestment Act	7
27.	Admissibility of Contract	7

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this 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 are 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 contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller'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 any 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 this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds S50,000 (or S75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and S150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed S85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed S125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds S200,000.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by 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 will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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 this contract shall be performed within the State of New York, 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 this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, 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 this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. 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

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

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 a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. 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 this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this 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 the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours 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. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") 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 the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, 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 payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) 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 principal 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. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The 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.

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting 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 agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting 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 following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, 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 and will 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, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, 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; and

(c) the Contractor shall state, in all solicitations 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.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency 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 contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will 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.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment 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.

16. NO ARBITRATION. Disputes involving this 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.

17. 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. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. 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.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York 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;

(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 New York 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 this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their 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 they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. 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.

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/iran-divestment-act-2012

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

ATTACHMENT A-1

AGENCY-SPECIFIC TERMS AND CONDITIONS FOR ALL NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES (OCFS) CONTRACTS

(February 2024)

The words "Agreement" and "Contract" are used interchangeably throughout this Appendix and refer back to the State of New York Contract For Grants.

1. STAFF

It is the policy of OCFS to encourage the employment of qualified applicants for, or recipients of, public assistance by both public organizations and private enterprises who are under contractual agreement to OCFS for the provision of goods and services. Contractor will be expected to make best efforts in this area.

For the purposes of this section "Staff" includes employees, owners, directors, subsidiaries, affiliates, partners, agents and subcontractors of the Contractor working under this agreement.

a. The Contractor shall be fully responsible for performance of work by its Staff working under this agreement.

b. OCFS reserves the right to require;

- The Contractor to identify, in writing, the Staff who will be responsible for performing the work to be done under this CONTRACT,
- Prior written approval of OCFS for a Staff change or substitution, and
- The Contractor's submission of the Staff resume and proof of any required licensure to OCFS for review and pre-approval. OCFS may refuse to approve any Staff based on its review of such individual's professional capacity and licensure to perform the required services.

c. The Contractor specifically represents and agrees that its Staff has and shall possess the required education, licensure, experience, knowledge, and character necessary to qualify its Staff for the particular duties to be performed pursuant to this Agreement, including having the necessary integrity and professional capacity to meet OCFS's reasonable expectations.

d. Whenever the Contractor becomes aware that any of its Staff who are providing services under the Agreement no longer possess the necessary education, experience, knowledge, and professional capacity including required professional licensure and/or have unsatisfactory performance evaluations and/or engage in employee misconduct and/or violate employment practices and policies, the Contractor shall immediately notify OCFS.

e. OCFS reserves the right to require the Contractor to remove any of its Staff from work under the Agreement, if, in OCFS's discretion, such individual is not performing in accordance with this Agreement, for any other reasonable work-related cause, or any of the reasons listed under 1.d above.

f. Upon written notice from OCFS regarding any of the issues identified under c. d. and/or e. above, Contractor shall promptly investigate such claim. Contractor must reply in writing to OCFS within ten (10) days of the receipt of OCFS's notice specifying a course of action or remedy for OCFS review and approval. If OCFS and the Contractor cannot reach an agreed upon course of action or remedy, OCFS reserves the right to remove the individual from performing work under the Contract and require replacement of the staff member or may, in its discretion, terminate the Contract for cause. Following the Contractor or OCFS's removal of Staff, where applicable, OCFS will follow agency procedures to restrict or remove access of the Staff from OCFS's premises and information resources. OCFS will also remove the Staff member's right to provide services under the agreement at an OCFS Contractor's facilities.

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

g. The Federal Immigration Reform and Control Act, as amended (8 USC § 1324a et al.), obligates employers, such as the Contractor and its subcontractors, to verify that its employees are legally entitled to work in the United States. In order to confirm that the employees are legally entitled to work in the United States, OCFS reserves the right to request documentation attesting to the legal entitlement to work in the United States of any Contractor or subcontractor employee assigned work under this Agreement. OCFS does not provide sponsorship. The Contractor warrants to OCFS that all of its Staff who perform work under the Agreement are legally authorized to work in the United States. The Contractor is responsible for ensuring that all of its Staff retain the authorization to legally work in the United States throughout the term of the Agreement.

2. GENERAL TERMS AND CONDITIONS

a. The Contractor agrees to comply in all respects with the provisions of this CONTRACT and the attachments thereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the ATTACHMENTS. Any modifications to the tasks or workplan contained in Attachment C must be mutually agreed to by both parties in writing before the additional or modified tasks or workplan shall commence.

b. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to OCFS under the Federal Social Security Act, where applicable.

c. If funds from this CONTRACT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply:

- Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, Department of Law, The Capitol, Albany, New York 12224.

- The Contractor shall provide to OCFS in a format provided by OCFS such additional information concerning the provision of legal services as OCFS shall require.

d. OCFS will designate a Program and/or Contract Manager who shall have authority relating to the technical services and operational functions of this CONTRACT and activities completed or contemplated thereunder. The Program and/or Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this CONTRACT shall be directed to the assigned Program and/or Contract Manager.

e. If additional funds become available for the same purpose as described in the original procurement, OCFS reserves the right to modify the CONTRACT to provide additional funding to the Contractor for provision of additional mutually agreed upon services and/or to extend the provision of services under the CONTRACT. This additional funding can be provided within an existing period, or in conjunction with a change in the original term. Any changes in the amount or changes in period and amount are subject to the approval of OCFS and the Office of the State Comptroller (OSC).

f. Contractor may not submit claims in an amount in excess of funds lawfully available for payment of amounts due to the Contractor under the State of New York Contract For Grants for any contract period of the Contract without the written permission of OCFS.

OCFS reserves the right to deny claims submitted by the Contractor in an amount in excess of funds lawfully available for payment of amounts due to the Contractor under the State of New York Contract For Grants for any contract period of the Contract.

Contractor acknowledges and agrees that allowable claims submitted by the Contractor under the State of New York Contract For Grants are subject to the continued availability of funding, and Contractor acknowledges and agrees that it may not be reimbursed by OCFS or the State of New York for claims if funds for payment of amounts due to the Contractor under the State of New York

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

Contract For Grants have become unavailable. In that instance, Contractor acknowledges and agrees that the Contractor will have no cause of action against OCFS or the State of New York based on the failure to pay such claims.

For purposes of this section the term "funds lawfully available for payment" includes but is not limited to grants, annual appropriations and allocations available pursuant to State or federal law.

g. All organizations that receive Federal and/or New York State financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal and/or New York State financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

   Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal and/or New York State financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal and/or New York State financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal and/or New York State financial assistance.

h. The Contractor ensures that the grounds, structures, buildings and furnishings at the program site(s) used under this CONTRACT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.

3. CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

a. The Contractor agrees to safeguard the confidentiality of financial and client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and client information with regard to services provided under this CONTRACT in conformity with the provisions of applicable State and Federal laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this CONTRACT.

b. Contractor agrees to retain all non-public information obtained from OCFS as confidential and agrees not to release or discuss any of such information unless Contractor has obtained the prior consent of OCFS, or is otherwise forced, compelled, or required to disclose this information by operation of law or applicable government authority. Contractor shall promptly notify OCFS of any disclosure made by Contractor and/or any request of Contractor to disclose, by operation of law, or applicable government authority, such confidential information. In addition, all information and knowledge concerning youth in OCFS custody, which Contractor may obtain from OCFS shall be kept strictly confidential. Contractor shall comply with all applicable statutory and regulatory confidential provisions, including but not limited to sections 372, 422, and 444 of the Social Services Law; section 501-c of the Executive Law; Article 27-F of the Public Health Law; 9 NYCRR 164.7 and 168.7 and 18 NYCRR 357.3, 423.7, 431.7 and 432.7.

c. Any contactor who will provide goods and/or services to a residential facility or program operated by OCFS agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of OCFS to sign the Confidentiality Non-Disclosure Agreement and Contractor Employee and Volunteer Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of OCFS and/or any financial and/or client identifiable information concerning such youth. Additionally, OCFS will require a database check of the Staff Exclusion List (SEL) maintained by the Justice

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

Center for People with Special Needs (Justice Center) and of the Statewide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contact with children in the care or custody of OCFS. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of OCFS agrees to require all such employees and volunteers to sign the Confidentiality Non-Disclosure Agreement before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

4. PUBLICATIONS AND COPYRIGHTS

a. OCFS and the State of New York expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this CONTRACT or activity supported by this CONTRACT. All publications by the Contractor covered by this CONTRACT shall expressly acknowledge OCFS's right to such license.

b. All of the license rights so reserved to OCFS and the State of New York under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the CONTRACT is federally funded.

c. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this CONTRACT, it will provide to OCFS at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of OCFS, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

5. PATENTS AND INVENTIONS

The Contractor agrees that any and all inventions, conceived or first actually reduced to practice in the course of, or under this CONTRACT, or with monies supplied pursuant to this CONTRACT, shall be promptly and fully reported to OCFS. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

6. TERMINATION

In addition to the grounds for termination included in the State of New York Contract For Grants, to the extent permitted by law, this CONTRACT shall be deemed in the sole discretion of OCFS terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by OCFS to the Contractor.

7. FISCAL SANCTION

In accordance with the OCFS Fiscal Sanction policy, Contractors may be placed on fiscal sanction when OCFS identifies any of the following issues:

- The Contractor has received an Advance, overpayment or other funds under this or another CONTRACT that has not been refunded to OCFS within the established timeframe;
- An OCFS, OSC, or other audit identifies significant fiscal irregularities and/or that funds are due to OCFS;
- The Contractor has not provided satisfactory services as required under the terms of this CONTRACT;

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

- The Contractor has not provided fiscal or program reports as required under the terms of this CONTRACT;
- A local, State or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State or federal statutes or regulations, or applicable OCFS guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under this CONTRACT with OCFS.

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or CONTRACT renewals will not be processed until the issues have been satisfactorily resolved. The Contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid a Fiscal Sanction. Issues that are not resolved within the timeframe established by OCFS may be referred to the Attorney General (AG) for collection or legal action. If a CONTRACT is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest, is paid.

8. REFUNDS

In the event that the Contractor must make a refund to the OCFS for Contract related activities (repayment of an advance, an audit disallowance, or for any other reason), payment must be made in the form of a check or money order payable to "New York State Office of Children and Family Services". The Contractor must include with the payment a brief explanation of why the refund is being made and reference the Contract number. Refund payments must be submitted to:

New York State Office of Children and Family Services
Attention: Contract Cash Receipts
Bureau of Contract Management
Capital View Office Park
52 Washington Street, South Building, Room 202
Rensselaer, New York 12144

9. PROCUREMENT LOBBYING LAW

The Contractor will comply with all New York State and OCFS procedures relative to the permissible contacts and disclosure of contacts as required by State Finance Law Sections 139-j and 139-k and OCFS procedures and will affirmatively certify that all information provided pursuant to those provisions is complete, true and accurate. This certification is included in the Offerer's Certification and Affirmation of Understanding and CONTRACT pursuant to State Finance Law Sections 139-j and 139-k.

OCFS reserves the right to terminate this CONTRACT if the Offerer's Certification filed by the Contractor in accordance with the New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such a determination by the OCFS, OCFS may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this CONTRACT. Nothing herein shall preclude or otherwise limit OCFS's right to terminate this contact as otherwise set forth in the applicable provisions of this CONTRACT.

10. REQUIRED REPORTS – CONTRACTS FOR CONSULTING SERVICES

If consulting services (including services for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services) are provided, the Contractor must submit on or before May 15th of each year for the annual period ending March 31st, Form AC-3272-S New York State Consultant Services – Contractor's Annual Employment Report. This form must report information for all employees who provided services under the CONTRACT whether employed by the Contractor or a

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

subcontractor. This form will be available for public inspection and copying under the Freedom of Information Law with any individual employee names and social security numbers redacted.

Contractors can obtain this form from their Contract Manager or through the Internet at the following site:
http://www.osc.state.ny.us/agencies/forms/ac3272s.doc

The Contractor must submit a completed Form AC-3272-S New York State Consultant Services – Contractor's Annual Employment Report to each of the following addresses:

New York State Office of Children and Family Services
Bureau of Contract Management
52 Washington Street, South Building, Room 202
Rensselaer, New York 12144

New York State Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, New York 12236
Attn: Consultant Reporting

New York State Department of Civil Service
Empire State Plaza
Swan Street Building – 1st Floor
Albany, New York 12239

12. ADDITIONAL ASSURANCES

a. Expectation of Insured: The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit corporation or entity other than a self-insured municipal corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an appropriate amount. The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this CONTRACT to obtain and maintain a general policy of liability insurance in an appropriate amount.

b. Notwithstanding the provisions of this CONTRACT, to the extent the contractor provides health care and treatment or professional consultation to residents of facilities operated by OCFS, in conformance with Executive Law §522 the provisions of Public Officers Law §17, to the extent provided by Executive Law §522, shall apply instead.

13. ADMINISTRATIVE COST LIMIT

a. For State Funded Contracts - Total administrative costs are limited to 15 percent (15%) of the total contract value as established by OCFS policy. OCFS reserves the right to adjust this limit at its sole discretion and will provide written notice to Contractors of any change in this policy. During the Contract period, if circumstances occur that would result in the total administrative cost expense percentage exceeding the OCFS administrative cost percentage limitation in the approved budget, contractors must submit a justification to OCFS as soon as they become aware that their expenses will exceed the cap. The justification must include the reason(s) why the administrative costs included in the approved budget would exceed the cap and why other budget expense changes are not possible to maintain administrative expenses at the percentage limit. OCFS will review the justification and will notify the Contractor if the overage is approved or not. Additionally, if an exemption to this limit is approved, Contractors are required to take all steps possible to minimize the amount of administrative expenses charged the Contract to maximize Contract goods/services provided. In no event will an administrative cost exemption result in an increase to the Contract value.

b. For Federally Funded Contracts - Administrative expenses charged on Federally funded contracts

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

are limited to the administrative cost limit percent established by the State of New York Master Contract for Grants Attachment D, Payment and Reporting Section B.5. bullet one and the federal notice of award terms indicated in Attachment A1-B where applicable. This percent cannot be exceeded.

14. MINORITY AND WOMEN-OWNED BUSINESS (M/WBE)

Pursuant to New York State Executive Law Article 15-A, OCFS recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified Minority and Women-Owned Business Enterprises (M/WBE) and Equal Employment Opportunities (EEO) for minority group members and women in the performance of OCFS contracts. Accordingly, information regarding OCFS' target goals for M/WBE participation in contracting activities as well as guidelines for Prime Contractor responsibilities pursuant to this law are outlined in the Attachment MWBE entitled "Participation by Minority and Women-Owned Business Enterprises: Requirements and Procedures". Included in this document are links to the forms and instructions required as a part of this program.

15. SERVICE-DISABLED VETERAN-OWNED BUSINESS (SDVOB)

The Service-Disabled Veteran-Owned Business Act, signed into law by Governor Andrew M. Cuomo on May 12, 2014, allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB) in order to increase the participation of such businesses in New York State's contracting opportunities. The SDVOB Act, which is codified under Article 17-B of the Executive Law, acknowledges that SDVOBs strongly contribute to the economies of the State and the nation. Therefore, and consistent with its Master Goal Plan, OCFS strongly encourages vendors who contract with OCFS to consider the utilization of certified SDVOBs, that are responsible and responsive, for at least six percent (6%) of discretionary non-personnel service spending in the fulfillment of the requirements of their contracts with OCFS. Such partnering may include utilizing certified SDVOBs as subcontractors, suppliers, protégés, or in other supporting roles to the maximum extent practical, and consistent with the legal requirements of the State Finance Law and the Executive Law. Certified SDVOBs may be readily identified through the directory of certified businesses at: https://ogs.ny.gov/Veterans/

For additional information relating to the use of certified SDVOBs in contract performance, and participation by SDVOBs with respect to State Contracts through Set Asides, please refer to the following:

- Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance
- Participation by Service-Disabled Veterans with Respect to State Contracts Through Set Asides
- https://ogs.ny.gov/Veterans/

Please note that bidders/proposers must continue to utilize M/WBEs, as discussed above in paragraph 14, consistent with current State law.

16. OUTSIDE COUNSEL

Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the New York State Office of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, Department of Law, and Contract Approval Unit, Civil Recoveries Bureau, NYS Department of Law, The Capitol, Albany, NY 12224.

18. EXECUTIVE ORDER NUMBER 177

Executive Order Number 177, signed on February 3, 2018, by Governor Andrew M. Cuomo directs New York State agencies and authorities not to enter into any contracts with entities that have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected basis. The Contractor must provide the EO

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

177 Certification statement found at the following website address: **OCFS-2647**, *EO 177 Certification* prior to any contract award or renewal of any contract by OCFS. By signing this agreement, contactor certifies that it is in compliance with these provisions.

19. FEDERAL FUND ADVANCE REQUEST

Requests for advance payments on federally funded contracts must be made in accordance with 2 CFR Part 200, and in particular with 2 CFR section 200.305 and other applicable laws, rules and regulations. Requests for advance payments on federally funded contracts must be made, in writing, on the Federal Fund Advance Request form (OCFS-3900), pursuant to the process established by OCFS. OCFS will review and a determination will be made upon the contractor's submission of all required information. OCFS will recoup advance payments on federally funded contracts by crediting subsequent claims, so that the advance payment is recouped in full as soon as administratively feasible and in no event later than the third quarter of the contract period and in accordance with 2 CFR Part 200 and any other applicable laws, rules and regulations and in accordance with the Federal Fund Advance Request Form (OCFS-3900). In the event a request for an advance payment on a federally funded contract is made in or later than the second quarter of the contract period, and such request is approved by OCFS, OCFS will recoup such advance payment by crediting subsequent claims, so that the advance payment is recouped in full as soon as administratively feasible and in no event later than the fourth quarter of the contract period in accordance with 2 CFR Part 200 and any other applicable laws, rules and regulations and the Federal Fund Advance Request Form (OCFS-3900).

20. SPENDING ADJUSTMENTS

OCFS recognizes that actual costs incurred under the contract may be different from the projected costs in the approved contract budget. Upon the contractor's determination that certain budget line expenditures are going to exceed the amounts on those lines in the approved contract budget, the contractor must submit the required documentation as directed in the OCFS Budget Spending Adjustment Guidelines which shall be provided to the contractor upon initial contract approval and again with 90 days advance written notice if there are any changes to the process.

Budget spending adjustments that require prior approval must be submitted as directed in the OCFS Budget Spending Adjustment Guidelines and approved by OCFS prior to the effective date of the adjustment to allow for the processing of any claims related to costs exceeding the current approved contract budget categories. Any spending related to a budget spending adjustment requiring prior approval that is not submitted and approved prior to the effective date may result in the non-reimbursement of associated expenses.

All State funded budget spending adjustments will be subject to review by the OCFS Contract Compliance Unit to determine compliance with mandatory NYS MWBE requirements as stated in the Contract. Any spending adjustment that alters discretionary spending under the Contract may result in changes to your MWBE Spending Goal.

OCFS will not approve any budget spending adjustment during the final year of the Contract that appear to have the intent of spending down unexpended funds on equipment or other items that are not directly related to use in the current Contract period/term.

While there are occasions where it is necessary, OCFS discourages budget spending adjustments in the final quarter of the Contract.

21. STATE FINANCE LAW §139-l

New York State Finance Law §139-l, effective January 1, 2019, requires, in relevant part, that "[e]very bid . . . made to the state or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain [a] statement subscribed by the bidder and affirmed by such bidder as true under the penalty of perjury. . . [that] '[b]y 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

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention 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. The Contractor must provide the foregoing certification prior to any award being made by OCFS. For additional guidance on drafting an appropriate sexual harassment policy and developing appropriate training please refer to State Finance Law §139-l and https://www.ny.gov/combating-sexual-harassment-workplace/employers#top. By signing this agreement, contactor certifies that it is in compliance with these provisions.

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

Attachment B-1

Expenditure Based Budget

For each Expense Category funded by this contract, include the following: a list of the items for each Expense Category **(include computations where applicable)** and a brief explanation of each item as it relates to the project.

EXPENSE CATEGORY (Enter Explanation and Computation on appropriate line)	ENTER AMOUNTS CHARGED TO CONTRACT	TOTAL AMOUNT
Personnel Expenses (Name & Title) Include computation		
	Subtotal	$0
Fringe Benefits & Payroll Taxes		$0
Equipment & Supplies - Itemized and include computation		
	Subtotal	$0
Contractual and/or Consultants - Itemized and include computation		
Bus Transportation- WNY Bus Co. (Student Transport) Round Trip 7 sites 20+ field trips		
62 July Trips at about $261.69 per trip	$16,225	
33 August Trips at about $265.90 per trip	$8,775	
	Subtotal	$25,000
Other Expenses (Travel, utilities, postage, etc.) Include computations for each item of expense		
	Subtotal	$0
	Total Contract Amount	$25,000

Contract Number: # TM11224

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

ATTACHMENT C – WORK PLAN

PROJECT TITLE: Amherst Summer Camp- Transport

WORK PLAN DETAIL:

Provide an overview of the project including goals, tasks, desired outcomes and performance measures:

The Town of Amherst offers Summer Camp at seven different locations for town youth ages 5-15. Campers participate in weekly field trips to town pools and town/ state parks. Transportation is an important aspect of the camp as it is free for kids to get to and from the 20 plus field trip locations. Buses provided round trip transportation for 465 campers. Summer camp runs from June to August got a total of 39 days of camp and 95 total bus trips.

Contract Number: # TM11224

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

ATTACHMENT C – WORK PLAN
DETAIL

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
1: Provide round trip transportation for campers, ages 5 to 15, for planned summer camp field trips from June to August, 2023		a. Coordinate transportation for campers to and from several locations and schedule field trips for a total of 39 days of summer camp	i. Transported a total of 465 campers
			ii. Campers were bused from 7 camp locations to 20 or more field trip sites
			iii. 95 total bus trips were taken
		b.	i.
			ii.
			iii.
		c.	i.
			ii.
			iii.

Summary of Organizational Information

Address: (Include Street, City, State, Zip Code)	Mailing	Payment	Site	Agency Record
5583 Main Street Williamsville, NY 14221	✔	✔		✔
1615 Amherst Manor Drive Williamsville, NY 14221			✔	

Contact Person(s):

Key Contacts	Name	Address	Telephone & E-Mail Address **	Authorized to Sign Contracts	Authorized to Sign Vouchers
Board Chairperson				☐	☐
Chief Administrative Officer[1]	Brian Kulpa	5583 Main St. Williamsville, NY 14221	bkulpa@amherst.ny.us	✔	☐
Contract Contact	Megan Winnert	5583 Main St. Williamsville, NY 14221	mwinnert@amherst.ny.us	☐	✔
Chief Fiscal Officer				☐	☐

**An E-mail address is required. If you do not have a personal e-mail address, please supply your Organization's shared e-mail address.

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

[1] The Chief Administrative Officer is defined as the person who is responsible for the contractor's overall ad
eg. Executive Director, County Executive, or Agency Commissioner

OCFS-4555 (Rev. 04/2016)

New York State
Office of Children and Family Services

Non-Discrimination/Non-Sectarian Compliance

Agency Name

		Yes	No
a.	According to the Certificate of Incorporation, are the organization's purposes sectarian? (For example, is the organization a corporation organized under the religious corporation law or a corporation which has a corporate purpose to serve a particular religious group or to promote the doctrine of a particular religion in general?)	☐	☑
b.	Are any of the proposed services in your project sectarian in nature?	☐	☑
c.	Does the organization have as its goal the furthering of any sectarian purpose?	☐	☑
d.	Are the services to be provided by sectarian staff? (e.g. Clergy)	☐	☑
e.	Are services being delivered in a building owned by a sectarian organization?	☐	☑
f.	Are services direct educational services in connection with a school?	☐	☑
g.	Will the proposed services be provided on the basis of race, religion, color, national origin or sex?	☐	☑

h. What is the target population of the organization?

Youth ages 5 to 15 years old

i. What will the organization do if individuals who are not part of your target population ask for services?

Recommend a different organization in the area that may be more suitable for the individual and their age group.

j. Will the organization serve, either through direct services or referrals, all who request assistance? ☑ Yes ☐ No

If the answer(s) to any of the questions a-e, or g, are "yes", then justify why you should be funded below.

ORGANIZATION INFORMATION

For statistical purposes, check yes or no for each of the following items as it relates to your organization.

Non-Profit Organization	Yes ☐	No ☑	Women-Owned Business	Yes ☐	No ☑
Minority Business	Yes ☐	No ☑	Municipality	Yes ☑	No ☐
Small Business	Yes ☐	No ☑	Service-Disabled Veteran Owned Business	Yes ☐	No ☑

Contract Number: # TM11224

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

OCFS-2647 (06/2018)

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES

EO 177 CERTIFICATION

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

In accordance with Executive Order No. 177, Contractor hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Contractor: **Amherst Town of**

Signed By: _____

Name: Brian Kulpa

Title: Supervisor

Date: _____, 20__

Contract Number: # TM11224

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

ATTACHMENT D
PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, 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 and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. 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 Contract shall be governed by Article 11-B of the State Finance Law.

4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.

5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.

7. If travel expenses are an approved expenditure under the 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.

8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the 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.

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

9. All vouchers must be submitted by the Contractor 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.

10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this 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 and submit the claim to the State Agency.

11. The State shall not be liable for payments on the 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.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, 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. 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.

B. Advance Payments and Claiming Requirements:

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 for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. 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.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims 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.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

Schedule A: Claiming Requirements

Period 1:			
Claim Number	Claim Type	Claim Period	Due Date
1	Advance (40%)	**If less than 50% of the Contract Term Has Occurred**	
2	Quarterly Reimbursement	**Third Month of the Period**	30 Days
3	Quarterly Reimbursement	**Sixth Month of the Period**	30 Days
4	Quarterly Reimbursement	**Ninth Month of the Period**	30 Days
5	Quarterly Reimbursement	**Twelfth Month of the Period**	90 Days

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be 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.

- For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. 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.
- 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.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. 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 generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

☐ Expenditure Report Required

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the 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 Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, 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 the 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.

2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, 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.).

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, 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).

4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

Schedule B: Progress Reporting Requirements

Period 1:			
Progress Report	Report Type	Report Period	Due Date
1	Work Plan Based	Third Month of the Period	30 Days
2	Work Plan Based	Sixth Month of the Period	30 Days
3	Work Plan Based	Ninth Month of the Period	30 Days
4	Work Plan Based	Twelfth Month of the Period	90 Days

E. Special Payment and Reporting Provisions

1. Expenditure-Based Reports (select the applicable report type):

☑ **Narrative/Qualitative Report** (Progress Reporting)
The Contractor will submit, on a quarterly basis, not later than 30 from the end of the quarter.

☐ **Statistical/Quantitative Report**
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter.

☑ **Expenditure Report**
The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed.

☑ **Final Report**
The Contractor will submit the final report no later than 90 days after the end of the contract period.

☐ **Consolidated Fiscal Report (CFR)**
The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual.

2. Recoupment Language (if applicable)

Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting 100% of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

Attachment MWBE

Participation by Minority and Women-Owned Business Enterprises: Requirements and Procedures

Revised January 2018

I. General Provisions

A. The Office of Children and Family Services ("OCFS") is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR") 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.

B. The contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OCFS, to fully comply and cooperate with OCFS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State-certified minority and women-owned business enterprises ("MWBEs"). The 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") and other applicable federal, state, and local laws.

C. 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, assessment of liquidated damages pursuant to Section VII of this Attachment and such other remedies are available to OCFS pursuant to the Contract and applicable law.

II. Contract Goals

A. For purposes of this Contract, OCFS hereby establishes an overall goal of **0%** for MWBE participation, **0%** for New York State-certified minority-owned business enterprise ("MBE") participation and **0%** for New York State-certified women-owned business enterprise ("WBE") participation (collectively, "MWBE Contract Goals") based on the current availability of MBEs and WBEs.

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of MWBEs at the following internet address: https://ny.newnycontracts.com.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

C. The Contractor 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 achievement of the applicable MWBE participation goal. 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 25% of the total value of the contract.

D. The Contractor must document "good faith efforts," pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:

1. Evidence of outreach to MWBEs;
2. Any responses by MWBEs to the Contractor's outreach;
3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by OCFS with MWBEs; and,
5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

III. Equal Employment Opportunity ("EEO")

OCFS-3460 – MWBE – Equal Employment Opportunity Policy Statement

A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.

B. In performing the Contract, the Contractor shall:

1. Ensure that each contractor and subcontractor performing work on the Contract 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.

2. The Contractor shall submit an EEO policy statement to OCFS within seventy-two (72) hours after the date of the notice by OCFS to award the Contract to the Contractor.

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

Completed forms should be sent via email to mwbeinfo@ocfs.ny.gov. **Please do not upload MWBE forms to the Contract Management System (CMS).**

3. If the Contractor, or any of its subcontractors, does not have an existing EEO policy statement, OCFS may require the Contractor or subcontractor to adopt a model statement (see Form – OCFS-3460 – MWBE – Equal Employment Opportunity Policy Statement).

4. The Contractor's EEO policy statement shall include the following language:

   a. 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.
   b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.
   c. 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.
   d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, 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 Contract.

C. OCFS-4629 – Project Staffing Plan Form

This section applies to OCFS contracts with a total value in excess of $250,000 only.

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the staffing plan form and submit it as part of their bid or proposal or within a reasonable time, as directed by OCFS. Completed forms should be sent via email to mwbeinfo@ocfs.ny.gov. **Please do not upload MWBE forms to the Contract Management System (CMS).**

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

D. OCFS-2171 – Workforce Utilization Report Form

This section applies to non-grant contracts only.

1. The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by OCFS on a quarterly basis during the term of the Contract. The completed Workforce Utilization Report must be submitted via email to eeo@ocfs.ny.gov no later than 10 days following the end of each quarter during the term of the Contract.
2. Separate forms shall be completed by the Contractor and any subcontractors.
3. Pursuant to Executive Order #162, contractors and subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis.

E. The Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its 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.

IV. MWBE Utilization Plan

OCFS-4361 – MWBE Utilization Plan Form

A. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan, or shall submit an MWBE Utilization Plan at such time as shall be required by OCFS, through the New York State Contract System ("NYSCS"), which can be viewed at https://ny.newnycontracts.com, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to OCFS, either prior to, or at the time of, the execution of the contract.

B. The Contractor agrees to adhere to such MWBE Utilization Plan in the performance of the Contract.

C. The Contractor further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OCFS shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

V. Waivers

A. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through a non-electronic method provided by OCFS (OCFS-4442 – MWBE Request for Waiver Form). Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, OCFS shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.

B. If OCFS, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section VI, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regards to such non-compliance, OCFS 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 Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

OCFS-4441 – MWBE Quarterly Report Form

The Contractor is required to submit a quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that the Contractor may arrange to provide such report via a non-electronic method to OCFS by the 10th day following the end of each quarter during the term of the Contract. Completed forms should be sent via email to mwbeinfo@ocfs.ny.gov. **Please do not upload MWBE forms to the Contract Management System (CMS).**

VII. Liquidated Damages - MWBE Participation

A. Where OCFS determines that the Contractor is not in compliance with the requirements of this Attachment and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to OCFS liquidated damages.

B. Such liquidated damages shall be calculated as an amount equaling the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by OCFS, the Contractor shall

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

pay such liquidated damages to OCFS within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

Attachment: DOC031924-03192024100144 (RES-2024-282 : Authorization to Sign Grant Agreement with Office of Children and Family Services

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 28818 **RESOLUTION 2024-283** **ADOPTED**

Award of Bid – Ground Breaking Solutions LLC.– General Contract Audbon Golf Course Driving Range Expansion TOA Project No. 2000.085H

On March 14, 2024, bids were received to expand the existing driving range by 13 stalls. After review of the two (2) bids received (bid tabulation attached), we recommend award of this contract to Ground Breaking Solutions LLC., 360 Delaware Ave., 1019 Blakeley Rd., East Aurora, NY 14052, in the amount of $38,000.00. Funding for this contract shall be from account KP2215-4972.

Thank you for considering this request.

3/25/2024
Consent

FINANCIAL IMPACT:

Funding for this contract shall be from account KP2215-4972. in the amount of $38,000.00.

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

Audubon Golf Course
Driving Range Expansion

Bid Tabulation / March 14, 2024

T.O.A. Job No. 2000.085H

General Construction Contract

No.	Bidder	Bid Bond (Y / N) $1,500.00	Base Bid Total	Contact Email
1	Ground Breaking Solutions LLC	Y	$38,000.00	jburger02@gmail.com
2	Millennium Construction Inc.	Y	$39,200.00	tom@mci2010.com
3				
4				
5				
6				

Attachment: Bid Tabulation - Award GC Audubon Golf Range (RES-2024-283 : Award of Bid – Ground Breaking Solutions LLC.– General

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 28813 **RESOLUTION 2024-284** **ADOPTED**

Amendment No. 1 – USIC Locating Services, LLC Streetlighting Utility Mark-Out Services Town Job # 2014.048A / CRS ID# 4214

We are requesting the Town Board approve the above referenced Amendment No. 1 that amends the agreement with USIC Locating Services, LLC under Town Board Resolution 2023-640. This change amends the agreement to reflect a Town change in the member code within the one-call (UDig NY) system.

There is no increase in rates associated with this request beyond the agreed upon labor escalation increase.

Thank you for considering this request.

3/25/2024
Consent

FINANCIAL IMPACT:

There is no increase in rates associated with this request beyond the agreed upon labor escalation increase.

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

AMENDMENT NO. 1
TO
FACILITIES LOCATING AND MARKING SERVICE CONTRACT

THIS AMENDMENT ("Amendment") is entered into this 26th day of February 2024 (the "Amendment Effective Date") by and between USIC Locating Services, LLC ("USIC") and Town of Amherst ("Customer"), each a "Party" and collectively, the "Parties." Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the Agreement ("Agreement" defined below).

RECITALS

WHEREAS, the Parties entered into the **FACILITIES LOCATING AND MARKING SERVICE CONTRACT, USIC Contract No. 10101684** on July 10, 2023 (the "Agreement"), pursuant to which USIC provides the labor and equipment necessary to provide Locate Services relative to Locating and Marking Customer's Facilities, whever located; and

WHEREAS, the Parties wish to amend the Agreement, specifically Exhibit A thereof, which provides pricing for USIC's Locate Services, to add a new CDC code as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree to amend the terms and conditions of the Agreement as follows:

1. Effective as of the Amendment Effective Date, this Amendment supplements and amends the Exhibit A of the Agreement as specified herein.

2. On and after the Amendment Effective Date, Exhibit A of the Agreement shall be deleted in its entirety and replaced with "Amended Exhibit A" attached hereto and incorporated herein.

3. As of the Amendment Effective Date, this Amendment shall be for all purposes in full force and effect and part of the Agreement.

4. Except as expressly provided and set forth herein, nothing in this Amendment amends, modifies or supplements the terms and conditions of the Agreement, which shall remain unchanged and in full force and effect unless otherwise terminated in accordance with the terms and conditions of the Agreement. This Amendment together with the Agreement (and any schedules, exhibits, attachments or supplements thereto) constitute the entire agreement between the Parties as to the subject matter of the Agreement and as referenced herein. In the event of a conflict between the terms and conditions hereof and the terms and conditions of the Agreement, the specific terms set forth in this Amendment shall govern the subject matter herein.

5. Each Party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into, and bind such Party to the commitments and obligations set forth herein.

6. This Amendment may be executed by electronic signature in counterparts (e-mail, facsimile or otherwise). The counterparts each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

Attachment: USIC location Services Amendment 1 (RES-2024-284 : Amendment No. 1 – USIC Locating Services, LLC)

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives, each of which shall constitute an original effective as of the Amendment Effective Date.

TOWN OF AMHERST	USIC LOCATING SERVICES, LLC
By: _____ (Signature)	By: _____ (Signature)
_____ (Please print)	Trent Bowers (Please print)
Title: _____	Title: Chief Commercial Officer
Date 3/14/24	

Attachment: USIC location Services Amendment 1 (RES-2024-284 : Amendment No. 1 – USIC Locating Services, LLC)

USIC Contract No. 10101684

AMENDED EXHIBIT A

USIC Locating Services, LLC shall provide Services: **Streetlights**

In the State of New York

Member Codes (state One-Call CDC or Customer Description Codes): TWN AMHERST ST LIGHTS

USIC Locating Services, LLC Pricing:

$ 17.03	**Per Ticket Received from the One Call**
$ 40.56	**Per Emergency Normal Hours Locate Ticket**
$ 58.09	**Per Emergency After Hours Locate Ticket**
$ 17.03	**Per Quarter Hour for Tickets Exceeding 30 Minutes of Locating Time**
$348.52	**Damage Investigation Fee**

Attachment: USIC location Services Amendment 1 (RES-2024-284 : Amendment No. 1 – USIC Locating Services, LLC)

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 28814 **RESOLUTION 2024-285** **ADOPTED**

Proposal for Installation of Nine (9) Fire Hydrants Miller's Crossing Subdivision – Phase 2 TOA Job No: 2018.043

We are hereby requesting authorization to have nine (9) additional fire hydrants installed by the developer within the above subdivision.

The Erie County Water Authority requires the installation of nine (9) fire hydrants at the above location during the course of construction to satisfy current design standards regarding hydrant spacing on a public potable water distribution system. The hydrants will become property of the Town of Amherst. Under the Lease Management Agreement, a Resolution from the Town Board is required for Erie County Water Authority to issue final approval of the referenced hydrants. The Town is to pay the annual maintenance fee of $160.80 each for a total of $1,447.20.

May we have your approval for the installation of nine (9) additional fire hydrants?

3/25/2024
Consent

FINANCIAL IMPACT:

The Town is to pay the annual maintenance fee of $160.80 each for a total of $1,447.20.

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 28815 **RESOLUTION 2024-286** **ADOPTED**

Change Order #1 & Final – Parise Mechanical Inc. – Mechanical Contract Rebid of Mathewson McCarthy Little League Fieldhouse Improvements TOA Job # 2021.017A CRS No. 4715

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 $1,089.16. This change will cover the costs associated with re-routing ductwork for an exhaust fan out the side of the building instead of through the roof to prevent snow build up and also eliminate an additional roof penetration.

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 KP2207.4972.

Thank you for considering this request.

3/25/2024
Consent

FINANCIAL IMPACT:

Funding for this contract shall be from project account KP2207.4972

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

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Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Mathewson/McCarthy LL Fieldhouse Improvements MC Town of Amherst	Contract For: Mechanical Construction Date: May 08, 2023	Change Order Number: 001 Date: 3/19/2024
OWNER: *(Name and address)*	**ARCHITECT:** *(Name and address)*	**CONTRACTOR:** *(Name and address)*
Town of Amherst Town of Amherst Engineering Department 1100 North Forest Road Williamsville, NY 14221	DiDonato Associates 689 Main Street Buffalo, NY 14203	Parise Mechanical Inc 1106 Sheridan Drive Tonawanda, NY 14150

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.)
Re-routing of ductwork for EF-2 out the side of the building instead of the roof to prevent snow buildup in the cap. Capped with a hood and a backdraft damper

The original Contract Sum was	$	84,500.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	84,500.00
The Contract Sum will be increased by this Change Order in the amount of	$	1,089.16
The new Contract Sum including this Change Order will be	$	85,589.16

The Contract Time will be increased by Zero (0) 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.

DiDonato Associates Architecture and Engineering PC	Parise Mechanical Inc	Town of Amherst
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
DATE	**DATE**	**DATE**

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User Notes:
(3B9ADA51)

Attachment: Parise Backup Change order 1 - Agenda (RES-2024-286 : Change Order #1 & Final – Parise Mechanical Inc. – Mechanical Contract)

Parise Mechanical Inc.
1106 Sheridan Drive • Tonawanda, NY 14150 • Phone: 694.4900 • Fax: 694.7988

CHANGE ORDER

DATE: 2/16/2024

PROJECT: TOA MMB Field House

REQUEST FROM: TOA

REPLY (email): kristy@parisemechanical.com

Parise Mechanical Change Order #1
Title: Re-Routing of Ductwork

DRAWING NO.

Response Requested By: ASAP

Time & Materials Breakdown:
Rerouting of Ductwork:
Labor: 8hrs X $101.56 = $812.48
(3) 8" Elbows: $18.51 X 3 = $55.53
20' of 8" spiral: $71.58 X 2 = $143.16
8" Hood w/ Backdraft Damper = $149.90
OH&P 15% = $174.16
Total: $1,335.23

Credit for Original plan:
Labor: 2hr X 101.56 = $203.12
6'- 8" Spiral = $42.95
Total Credit = $246.07

Final Change Order Total = $1,089.16

Scope of Work: Re-Routed ductwork for EF-2 out of the side of the building instead of through the roof to prevent snow buildup in the cap. Capped with a hood with a backdraft damper.

Attachment: Parise Backup Change order 1 - Agenda (RES-2024-286 : Change Order #1 & Final – Parise Mechanical Inc. – Mechanical Contract)

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 28816 **RESOLUTION 2024-287** **ADOPTED**

Change Order #1 & Final –Industrial Power and Lighting Corp.– Electrical Contract Rebid of Mathewson McCarthy Little League Fieldhouse Improvements TOA Job # 2021.017A CRS No. 4714

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 $13,183.90. This change will cover the costs associated with demolition/removal of four (4) deteriorated wooden decks with benches, providing pedestal power wiring and data conduits to each backstop, and providing conduit and a power receptacle for future heat trace at the roof drain.

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 KP2207.4972.

Thank you for considering this request.

3/25/2024
Consent

FINANCIAL IMPACT:

Funding for this contract shall be from project account KP2207.4972

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

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Change Order

PROJECT: *(Name and address)*
Mathewson/McCarthy LL Fieldhouse Improvements EC
Town of Amherst

OWNER: *(Name and address)*
Town of Amherst

Town of Amherst Engineering Department
1100 North Forest Road
Williamsville, NY 14221

CONTRACT INFORMATION:
Contract For: Electrical Construction

Date: May 08, 2023

ARCHITECT: *(Name and address)*
DiDonato Associates Engineering and Architecture PC
689 Main Street
Buffalo, NY 14203

CHANGE ORDER INFORMATION:
Change Order Number: 001

Date: 3/19/24

CONTRACTOR: *(Name and address)*
Industrial Power and Lighting Corp

60 Depot Street
Buffalo, NY 14206

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.)

Removal of 4 wooden decks and benches, one at each diamond - $1,260.00
Providing and installing PVC conduit at each backstop of the four backstops for power and data. Provide excavation and backfill. Furnish receptacles and circuit breaker for each at the panel. - $10,160.92
Provide receptacle, circuitry and breaker for heat trace added to roof drain. - $1,762.98

The original Contract Sum was	$	207,700.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	207,700.00
The Contract Sum will be increased by this Change Order in the amount of	$	13,183.90
The new Contract Sum including this Change Order will be	$	220,883.90

The Contract Time will be increased by Zero (0) 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.

DiDonato Associates Engineering and Architecture PC	Industrial Power and Lighting Corp	Town of Amherst
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
DATE	**DATE**	**DATE**

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User Notes:
(3B9ADA3B)

Attachment: IPL Backup Change Order 01 - Agenda (RES-2024-287 : Change Order #1 & Final –Industrial Power and Lighting Corp.– Electrical

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Request for Proposal

To:	IPL	**RFP No.**	**RFP - EC 03**
	60 Depot Street	**From:**	Mike Banks
	Buffalo, NY 14206	**Re:**	**Backstop Underground Conduit**
		Project:	Mathewson-McCarthy Fieldhouse Improvements
Attn:	**Kevin Higgins**	**Date:**	**8/9/2023** **Job No.** 21-3259

Subject: **Backstop Underground conduit**

Please submit an itemized quotation for Labor and Material changes to the contract sum resulting from the proposed modification to the Contract Documents described in this attachment and as the revisions apply to the scope of original contract work. Please feel free to contact me with any questions regarding this request.

Please provide the cost broken down in to labor and material to provide the following:

Southwest Diamond:

1. Provide (2)1" conduit from backstop pole to handhole identified as 4 south of the new building. From handhole identified as 4 provide (2)1" conduit further north to new building, connect to new service panel.

Southeast Diamond:

2. Provide (2)1" conduit from back stop to handhole identified as 4 south of the new building. From handhole identified as 4 provide (2) 1" conduit further north to new building, connect to new service panel.

Northwest Diamond:

1. Provide (2)1" conduit from backstop pole to New building, connect to new service panel.

Northeast Diamond:

1. Provide (2)1" conduit from backstop pole to New building, connect to new service panel.

All conduits to be installed in trenches that are to be dug for other underground conduit work

If there are any further questions please feel free to reach out to me for any clarifications.

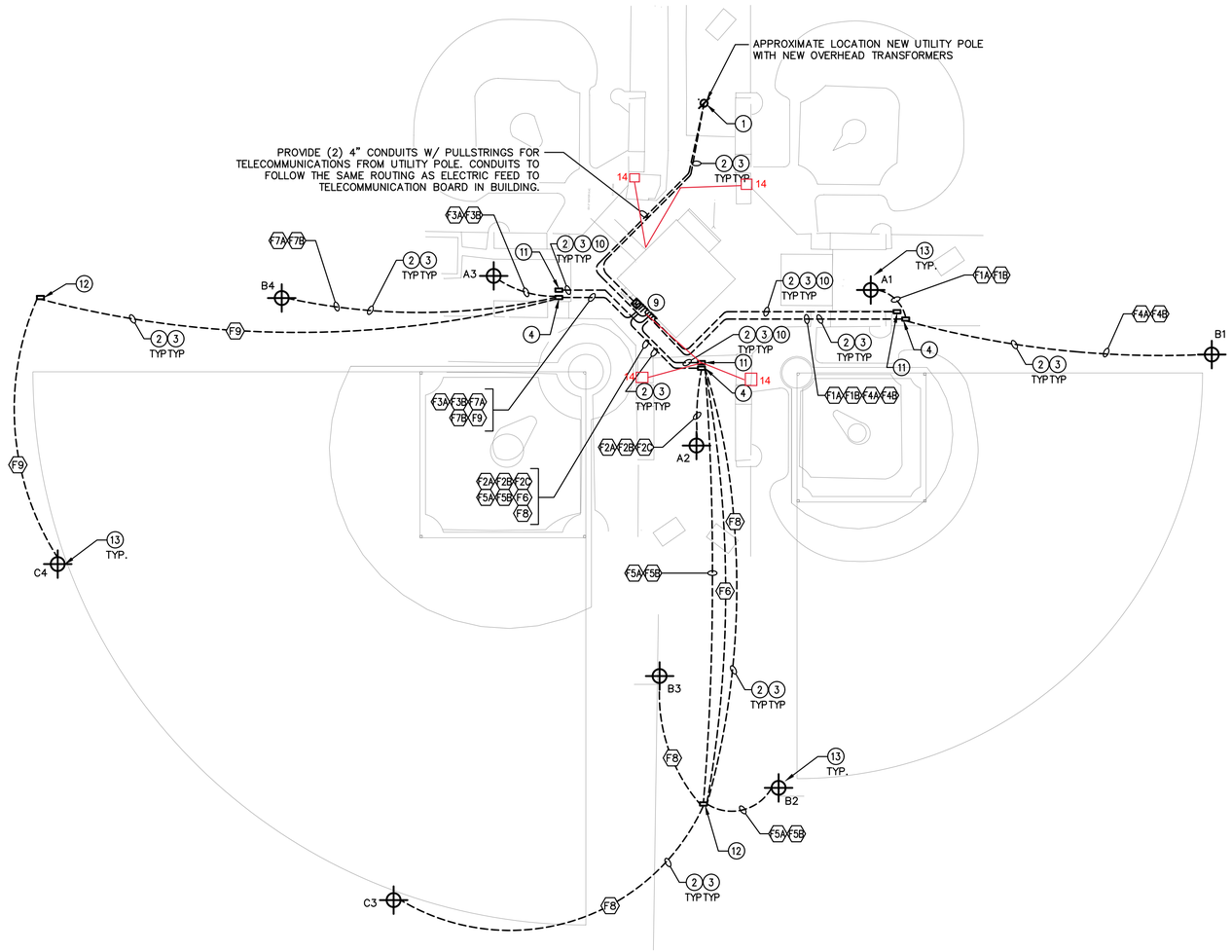
Note that the non-acceptance of this proposal request shall not have a negative bearing on the construction schedule. The contractor is expected to continue with the approved shop drawings and meet all contractual obligations.

Respectfully,



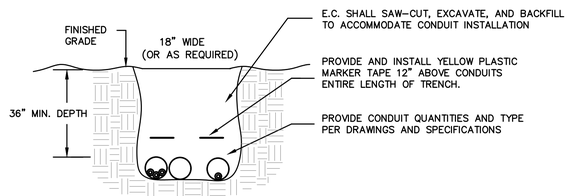
Michael Banks, AIA, LEED AP

Attachment: IPL Backup Change Order 01 - Agenda (RES-2024-287 : Change Order #1 & Final –Industrial Power and Lighting Corp.– Electrical



1 / E-002 MMB SITE PLAN – ELECTRICAL

SCALE: 1" = 40'-0"



2 / E-002 CONDUIT IN TRENCH DETAIL

SCALE: NOT TO SCALE

FIELD LIGHTING WIRING SCHEDULE

POLE	FEEDER	ZONE	CONTACTOR	# OF FIXTURES	BREAKER	PANELBOARD	CIRCUIT #	BRANCH CIRCUIT CONDUIT & WIRE
A1	F1A	FIELD 1	C1	4	3P.20A	HVP–FIELD	1,3,5	3 #10 & 1 #10 GND. IN 3/4" CONDUIT
A1	F1B	PEDESTRIAN	C11	2	3P.20A	HVP–FIELD	25,27,29	3 #10 & 1 #10 GND. IN 3/4" CONDUIT
A2	F2A	FIELD 1	C2	4	3P.20A	HVP–FIELD	7,9,11	3 #10 & 1 #10 GND. IN 3/4" CONDUIT
A2	F2B	FIELD 4	C5	5	3P.20A	HVP–FIELD	2,4,6	3 #10 & 1 #10 GND. IN 3/4" CONDUIT
A2	F2C	PEDESTRIAN	C11	2	3P.20A	HVP–FIELD	25,27,29	3 #10 & 1 #10 GND. IN 3/4" CONDUIT
A3	F3A	FIELD 4	C6	5	3P.20A	HVP–FIELD	10,12,14	3 #10 & 1 #10 GND. IN 3/4" CONDUIT
A3	F3B	PEDESTRIAN	C4	2	3P.20A	HVP–FIELD	25,27,29	3 #10 & 1 #10 GND. IN 3/4" CONDUIT
B1	F4A	FIELD 1	C3	6	3P.20A	HVP–FIELD	13,15,17	3 #10 & 1 #10 GND. IN 3/4" CONDUIT
B1	F4B	PEDESTRIAN	C11	1	3P.20A	HVP–FIELD	25,27,29	3 #10 & 1 #10 GND. IN 3/4" CONDUIT
B2	F5A	FIELD 1	C4	6	3P.20A	HVP–FIELD	19,21,23	3 #10 & 1 #10 GND. IN 3/4" CONDUIT
B2	F5B	PEDESTRIAN	C11	1	3P.20A	HVP–FIELD	25,27,29	3 #10 & 1 #10 GND. IN 3/4" CONDUIT
B3	F6	FIELD 4	C7	6	3P.20A	HVP–FIELD	14,16,18	3 #10 & 1 #10 GND. IN 3/4" CONDUIT
B4	F7A	FIELD 4	C8	6	3P.20A	HVP–FIELD	20,22,24	3 #10 & 1 #10 GND. IN 3/4" CONDUIT
B4	F7B	PEDESTRIAN	C11	1	3P.20A	HVP–FIELD	25,27,29	3 #10 & 1 #10 GND. IN 3/4" CONDUIT
C3	F8	FIELD 4	C9	5	3P.20A	HVP–FIELD	26,28,30	3 #10 & 1 #10 GND. IN 3/4" CONDUIT
C4	F9	FIELD 4	C10	5	3P.20A	HVP–FIELD	32,34,36	3 #10 & 1 #10 GND. IN 3/4" CONDUIT

NOTES:
- ALL FIELD LIGHTING POLE FIXTURES ARE WIRED FOR 480V 3 PHASE.
- PROVIDE CONNECTION TO EXISTING 20A–3P BREAKERS LOCATED IN EXISTING PANELBOARD 'HVP–FIELD'.
- WIRE ALL BRANCH CIRCUITS THRU FIELD LIGHTING CONTROL PANEL LOCATED IN THE ELECTRICAL ROOM. REFER TO SCHEDULE FOR CONTACTOR NUMBERS.

GENERAL SITE NOTES:

(THESE NOTES APPLY TO ALL ELECTRICAL DRAWINGS)

A. ELECTRICAL CONTRACTOR SHALL PROVIDE ALL TRENCHING, BACKFILL AND NECESSARY PAVING FOR THE INSTALLATION UNDERGROUND CONDUIT FOR ELECTRICAL SERVICE, SITE LIGHTING & TELEPHONE/CABLE SERVICE TO BUILDING.

B. ALL UNDERGROUND CONDUIT SHALL BE PVC SCHEDULE 80 OR RGS; A MINIMUM OF 36" BELOW GRADE.

C. CONDUIT RUN UNDERGROUND FOR ELECTRICAL SERVICE SHALL NOT BE RUN UNDER ANY BUILDING.

D. CONDUIT EMERGING FROM UNDERGROUND AND IS EXPOSED TO PHYSICAL DAMAGE BE RIGID GALVANIZED STEEL.

E. PROVIDE NYLON PULLWIRE IN ALL EMPTY CONDUITS.

F. COORDINATE ALL UTILITIES (TELEPHONE AND ELECTRIC) WITH TELEPHONE CO. AND POWER CO. PRIOR TO INSTALLATION.

G. CONDUCTORS SHALL BE COPPER AND HAVE THHN/THWN INSULATION. ALL WIRE SHALL BE NEW AND HAVE SIZE AND INSULATION TYPE INDICATED ON ITS COVER. ALL WIRE TO HAVE BEEN MANUFACTURED WITHIN ONE YEAR OF INSTALLATION. ALL CONDUCTORS SHALL BE STRANDED AND MIN. OF #12 UNLESS OTHERWISE NOTED.

H. ALL WORK SHALL BE IN ACCORDANCE WITH N.E.C. AND LOCAL CODES. UNDER NO CIRCUMSTANCES SHALL THIS CONTRACTOR DO ANY WORK NOT IN ACCORDANCE WITH THE CODES.

I. PROVIDE PANELBOARD SCHEDULES WITH CORRECT NOTES PERTAINING TO EQUIPMENT.

J. COORDINATE ELECTRICAL WORK WITH ALL OTHER TRADES AND SUPPLIERS OF EQUIPMENT.

K. INSPECT THE SITE PRIOR TO BID.

L. PROVIDE BUSHING FOR ALL OPEN CONDUIT ENDS.

M. PROVIDE FIRESTOPPING AT SMOKE AND FIRE PARTITIONS.

N. ELECTRICAL CONTRACTOR SHALL DETERMINE THE LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION SO THAT THIS WORK WILL NOT DISTURB EXISTING LINE/INSTALLATION. COORDINATE WORK WITH APPLICABLE UTILITIES.

O. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS REQUIRED TO BEGIN AND PROCEED WITH CONSTRUCTION.

P. VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS IN FIELD. NOTIFY OWNER AND/OR ENGINEER IF ANY DISCREPANCIES ARE FOUND ON DRAWINGS PRIOR TO START OF WORK.

GENERAL DRAWING NOTES:

A. REFER TO DRAWING E–001 FOR ELECTRICAL LEGENDS AND GENERAL DRAWING NOTES.

B. CONTRACTOR SHALL VERIFY EXACT LOCATIONS AND CONDUIT ROUTING IN FIELD. COORDINATE WITH EXISTING SITE CONDITIONS AND EXISTING UNDERGROUND/OVERHEAD UTILITIES PRIOR TO PERFORMING ANY WORK.

C. VERIFY LOCATIONS OF ALL EXISTING AND NEW UTILITIES (GAS, WATER, TELEPHONE, CABLE AND ELECTRIC) PRIOR TO DIGGING TO COORDINATE INSTALLATION OF UNDERGROUND CONDUIT/EQUIPMENT.

D. FIELD VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO ANY DIGGING OR TRENCHING. RETAIN THE SERVICES OF AN INDEPENDENT UTILITY LOCATOR SERVICE COMPANY TO SURVEY AREAS OF THE PROPERTY WITH ANY ELECTRICAL MODIFICATIONS AND INSTALLATIONS OCCURRING. UTILITIES SHOULD BE FIELD LOCATED, MARKED AND STAKED OUT PRIOR TO BEGINNING ANY WORK.

E. COORDINATE ELEVATIONS OF NEW CONDUITS, DUCT AND DUCTBANK INTO MANHOLES AND BOXES WITH FINAL LOCATIONS AND PROFILES OF DUCTS AND DUCTBANKS AS DETERMINED BY COORDINATION WITH OTHER UTILITIES, EXISTING UNDERGROUND DUCTS AND DUCTBANKS, AND SURFACE/GRADE FEATURES. REVISE LOCATIONS AND ELEVATIONS AS REQUIRED TO SUIT FIELD CONDITIONS.

ELECTRICAL SITE PLAN KEYED NOTES:

1. REFER TO SINGLE LINE DIAGRAM DETAIL #1 ON DRAWING E–101 FOR ADDITIONAL INFORMATION.
2. REFER TO DETAIL #2 ON THIS DRAWING FOR ADDITIONAL INFORMATION.
3. E.C. SHALL CUT AND PATCH EXISTING BLACKTOP/SIDEWALK AS REQUIRED. E.C. IS RESPONSIBLE FOR RESTORING ALL SURFACES TO THEIR ORIGINAL CONDITION UPON COMPLETION OF WORK.
4. PROVIDE A 12" X 12" TIER 15 POLYMER HAND HOLE (QUAZITE OR APPROVED EQUAL) FOR FUTURE FIELD LIGHTING WIRING.
5. NOT USED.
6. NOT USED.
7. NOT USED.
8. NOT USED.
9. REFER TO DRAWING E–100 FOR CONTINUATION OF EMPTY CONDUITS INTO ELECTRIC ROOM.
10. CONTRACTOR SHALL PROVIDE (2) 2–1/2" EMPTY CONDUITS W/ BUSHINGS AND PULLSTRINGS RUN FROM BUILDING TO NEW HAND HOLE BOX.
11. PROVIDE A 24" X 24" TIER 15 POLYMER HAND HOLE (QUAZITE OR APPROVED EQUAL) FOR FUTURE DATA/COMMUNICATION WIRING.
12. PROVIDE NEW 11"X18" TIER 15 POLYMER HAND HOLE BOX FOR NEW FIELD LIGHTING. QUAZITE PG SERIES OR APPROVED EQUAL.
13. NEW SPORT FIELD POLE FURNISHED AND INSTALLED BY FIELD LIGHTING SUPPLIER. CONTRACTOR SHALL PROVIDE ELECTRICAL CONNECTION TO 10'–0" AFG TO DRIVER ENCLOSURE. REFER TO FIELD LIGHTING WIRING SCHEDULE ON THIS DRAWING FOR ADDITIONAL INFORMATION.

14. NEW CONDUIT RUN FROM BACKSTOP ELECTRICAL POLES TO NEW BUILDING ELECTRICAL PANELS. FOLLOW DETAIL 2 ON THIS SHEET FOR TRENCH REQUIREMENTS.

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STATE OF NEW YORK BRIAN P. ZINTEL 099870 LICENSED PROFESSIONAL ENGINEER

REBID OF MATHEWSON-McCARTHY LITTLE LEAGUE FIELDHOUSE IMPROVEMENTS

MARK	DATE	DESCRIPTION
	3/22/23	ISSUED FOR BID

ISSUE:

PROJECT NO:	2021.017A
DESIGNER PROJECT NO:	21–3259
CAD DWG FILE:	
DRAWN BY:	EMW
CHECKED BY:	DTB
SCALE:	AS SHOWN
COPYRIGHT:	

SHEET TITLE

ELECTRICAL SITE PLAN

DRAWING# **E-002**

SHEET# 47 OF 50

Attachment: IPL Backup Change Order 01 - Agenda (RES-2024-287 : Change Order #1 & Final –Industrial Power and Lighting Corp.– Electrical Contract)

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 28817 **RESOLUTION 2024-288** **ADOPTED**

Change Order #1 & Final – Walter S. Johnson Bldg. Co., Inc. – General Contract Rebid of Mathewson McCarthy Little League Fieldhouse Improvements TOA Job # 2021.017A CRS No. 4713

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 $36,330.95. This change will cover the costs associated with repairing the water damaged ceiling in the existing restroom building, removing an existing exterior water fountain plumbing line, providing vent piping to the oil separator and expanding the work limit area of asphalt pavement replacement.

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 KP2207.4972.

Thank you for considering this request.

3/25/2024
Consent

FINANCIAL IMPACT:

Funding for this contract shall be from project account KP2207.4972

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

DRAFT

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Change Order

PROJECT: *(Name and address)* Mathewson/McCarthy LL Fieldhouse Improvements GC Town of Amherst	**CONTRACT INFORMATION:** Contract For: General Construction Date: May 08, 2023	**CHANGE ORDER INFORMATION:** Change Order Number: 001 Date: 3/18/2024
OWNER: *(Name and address)* Town of Amherst Town of Amherst Engineering Department 1100 North Forest Road Williamsville, NY 14221	**ARCHITECT:** *(Name and address)* DiDonato Associates 689 Main Street Buffalo, NY 14203	**CONTRACTOR:** *(Name and address)* Walter S Johnson Bldg Co Inc PO Box 688 Niagara Falls, NY 14302

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.)

Repairs to damaged bathroom ceiling (RFP #3) - $1,000.00
Removal of drinking fountain. Cut and cap sewer and water and install grease trap vent pipe (RFP #4) - $2,830.95
Ashpalt repairs along access road (ToA Sketch CP-101) - $32,500.00

The original Contract Sum was	$ 1,232,000.00
The net change by previously authorized Change Orders	$ 0.00
The Contract Sum prior to this Change Order was	$ 1,232,000.00
The Contract Sum will be increased by this Change Order in the amount of	$ 36,330.95
The new Contract Sum including this Change Order will be	$ 1,268,330.95

The Contract Time will be increased by Zero (0) 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.

DiDonato Associates Architecture and Engineering P.C. **ARCHITECT** *(Firm name)*	Walter S Johnson Bldg Co Inc. **CONTRACTOR** *(Firm name)*	Town of Amherst **OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
DATE	**DATE**	**DATE**

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User Notes:
(3B9ADA36)

Attachment: WSJ Change Order Backup - Agenda (RES-2024-288 : Change Order #1 & Final – Walter S. Johnson Bldg. Co., Inc. – General

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Request for Proposal

To:	Walter S Johnson Bldg Co	**RFP No.**	**RFP - 003**
	PO Box 688	**From:**	Mike Banks
	6638 Mooradian Drive	**Re:**	**Bathroom Ceiling Repairs**
	Niagara Falls, NY 14302	**Project:**	Mathewson-McCarthy Little League Fieldhouse Improvements
Attn:	**Bill Silvis**	**Date:**	**10/18/2023** **Job No.** 21-3259

Subject: **Bathroom Ceiling Repairs**

Please submit an itemized quotation for Labor and Material changes to the contract sum resulting from the proposed modification to the Contract Documents described in this attachment and as the revisions apply to the scope of original contract work. Please feel free to contact me with any questions regarding this request.

Please provide a cost for the addition of the following work items from the project scope:

- Demolition of the existing damaged gypsum ceiling and frp board. See attached for existing conditions.
- Installation of new gypsum board ceiling approximately 32 sq.ft.
- Installation of new FRP board approximately 32 sq.ft and trim to match existing.

Note that the non-acceptance of this proposal request shall not have a negative bearing on the construction schedule. The contractor is expected to continue with the approved shop drawings and meet all contractual obligations.

Respectfully,

Michael Banks, AIA, LEED AP

Attachment: WSJ Change Order Backup - Agenda (RES-2024-288 : Change Order #1 & Final – Walter S. Johnson Bldg. Co., Inc. – General

RFP-03



Existing Ceiling Finish



Water damaged Ceiling

Attachment: WSJ Change Order Backup - Agenda (RES-2024-288 : Change Order #1 & Final – Walter S. Johnson Bldg. Co., Inc. – General

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Request for Proposal

To:	Walter S Johnson Bldg Co	**RFP No.**	**RFP - 04**
	PO Box 688	**From:**	Mike Banks
	6638 Mooradian Drive	**Re:**	**Oil Water Separator Vent Piping**
	Niagara Falls, NY 14302	**Project:**	Mathewson-McCarthy Little League Fieldhouse Improvements
Attn:	**Bill Silvis**	**Date:**	**10/26/2023** **Job No.** 21-3259

Subject: **Oil Water Separator Vent Piping**

Please submit an itemized quotation for Labor and Material changes to the contract sum resulting from the proposed modification to the Contract Documents described in this attachment and as the revisions apply to the scope of original contract work. Please feel free to contact me with any questions regarding this request.

Please provide a cost for the addition of the following work items from the project scope:

- Trench from oil separator to field #3 backstop. Typical trench detail applies.
- Installation of new 3" PVC schedule 40 pipe from oil separator to backstop to extend vertically min. 10'-0", provide vent cap
- Installation of new 4" electrical conduit sleeve to fit over exposed pipe and protect it from impact to extend vertically min. 10'-0"
- Backfill and compact gravel, provide asphalt pavement per typical pavement detail at trench location.

Note that the non-acceptance of this proposal request shall not have a negative bearing on the construction schedule. The contractor is expected to continue with the approved shop drawings and meet all contractual obligations.

Respectfully,

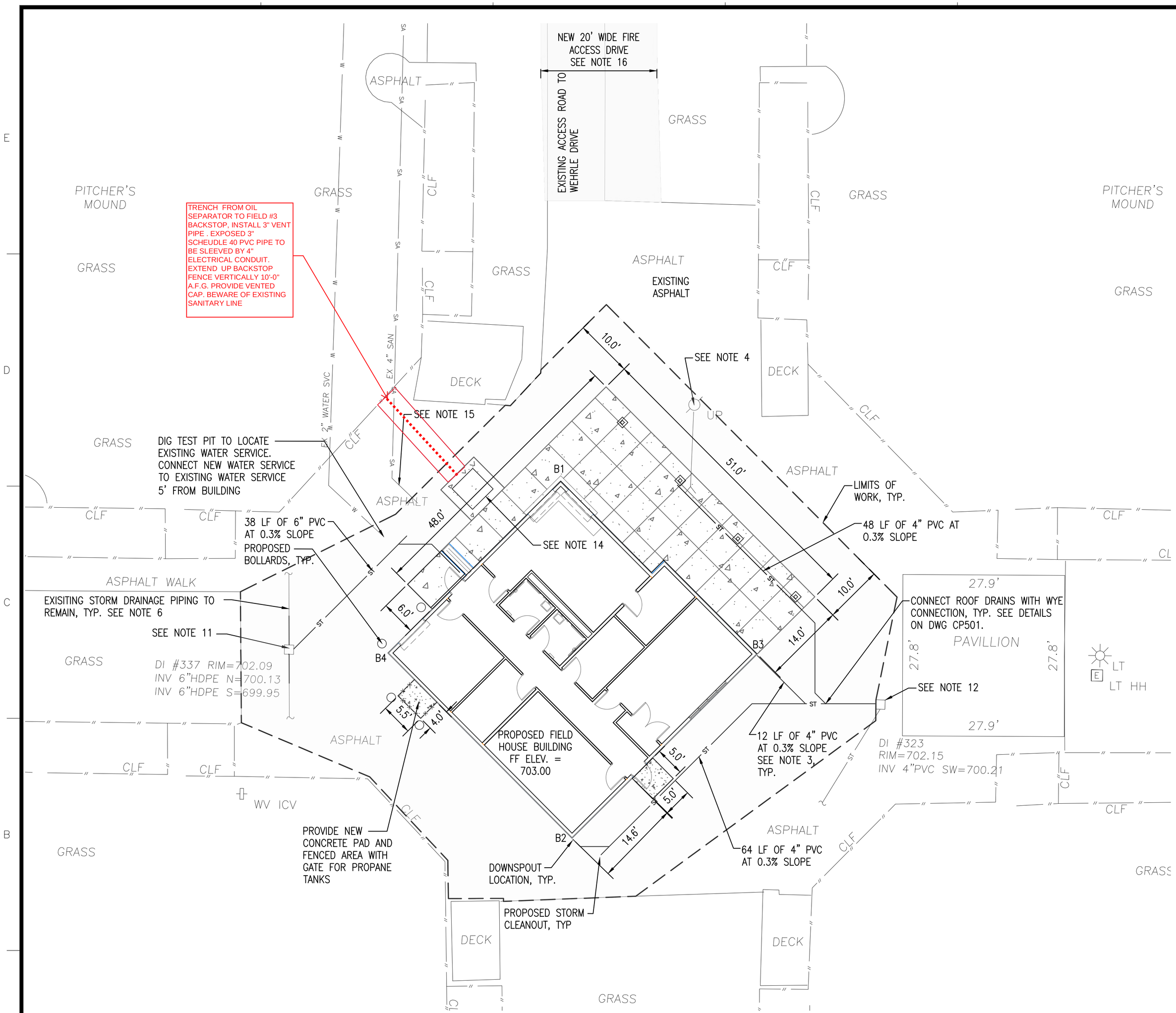
Michael Banks, AIA, LEED AP

Attachment: WSJ Change Order Backup - Agenda (RES-2024-288 : Change Order #1 & Final – Walter S. Johnson Bldg. Co., Inc. – General

13.K.6.a

Attachment: WSJ Change Order Backup - Agenda (RES-2024-288 : Change Order #1 & Final – Walter S. Johnson Bldg. Co., Inc. – General Contract)

Packet Pg. 474



POINT	LOCATION	DESCRIPTION
B1	N: 1076865.77 E: 1112001.20	NORTH CORNER OF PROPOSED BUILDING
B2	N: 1076804.25 E: 1112003.14	SOUTH CORNER OF PROPOSED BUILDING
B3	N: 1076835.97 E: 1112035.05	EAST CORNER OF PROPOSED BUILDING
B4	N: 1076836.19 E: 1111971.44	WEST CORNER OF PROPOSED BUILDING

LEGEND:

- PROPOSED CONCRETE SIDEWALK /CONCRETE PAD 940 SF±
- PROPOSED ASPHALT PAVEMENT 2715 SF±
- —x—x— PROPOSED WOOD FENCE CORRAL FOR MECHANICAL SCREENING

10 0 10 20
SCALE (FEET)

NOTES:

1. CONTRACTOR SHALL FIELD VERIFY SERVICE LOCATIONS AND DEPTHS AT START OF CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
2. CONNECT NEW SERVICE LINES (SEWER, WATER, ETC.) FROM NEW BUILDING TO EXISTING SERVICE LINES AT 5' FROM NEW STRUCTURE.
3. CONNECT ROOF DRAINS INTO EXISTING DRAINAGE SYSTEM.
4. EXISTING UTILITY POLE TO BE RELOCATED (BY OTHERS). RECONNECT SERVICE FROM RELOCATED POLE TO NEW BUILDING.
5. OUTFALLS OF EXISTING DRAINAGE STRUCTURES COULD NOT BE VERIFIED. IT IS ASSUMED THAT RUNOFF FROM NEW SITE IS THE SAME AS THE EXISTING SITE. THEREFORE, CURRENT DRAINAGE SYSTEM FUNCTION TO REMAIN.
6. CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO PRESERVE THE INTEGRITY OF THE EXISTING UTILITIES TO REMAIN AND SHALL PROVIDE UNINTERRUPTED SERVICE TO ALL USERS OF THE EXISTING UTILITIES. INSTALLATION OF ALL UTILITIES, INCLUDING ANY REMOVAL OR RELOCATION, SHALL BE IN ACCORDANCE WITH THE TOWN OF AMHERST REQUIREMENTS.
7. EXISTING UTILITIES (LOCATION, SIZES AND INVERTS) SHOWN ON THE PLANS HAVE BEEN PLOTTED FROM FIELD SURVEYS AND RECORD MAPS AND ARE NOT CERTIFIED AS TO THE ACCURACY OF THEIR LOCATION OR COMPLETENESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATIONS AND DEPTH OF ALL UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DELAYS OR DAMAGES OCCURRING AS A RESULT OF INCORRECTLY LOCATED UTILITIES. NO EXTENSIONS OF CONTRACT TIME AND NO MONETARY DAMAGE CLAIMS SHALL BE ALLOWED AS A RESULT OF REVISED DESIGN LOCATIONS.
8. THE CONTRACTOR SHALL EXPOSE EXISTING UTILITIES AHEAD OF ALL PIPE LAYING OPERATIONS TO ALLOW FOR MINOR ADJUSTMENTS TO BE MADE IN ELEVATION AND/OR ALIGNMENT DUE TO INTERFERENCE FROM THESE UTILITIES, IF NECESSARY.
9. CONTRACTOR SHALL PROVIDE TOWN REPRESENTATIVES AND DESIGN TEAM INSPECTORS FREE ACCESS TO ALL PARTS OF THE SITE FOR PROPER INSPECTION.
10. CONTRACTOR SHALL PERFORM NO WORK OUTSIDE OF THE DESIGNATED WORK LIMITS WITHOUT APPROVAL FROM THE ENGINEER.
11. CONTRACTOR SHALL REPLACE EXISTING DRAINAGE INLET AND RECONNECT EXISTING STORM PIPES TO NEW STRUCTURE WITH 5' OF NEW PVC PIPE EACH SIDE. CONTRACTOR SHALL CONNECT PROPOSED 6" PVC ROOF DRAINS TO NEW INLET. PROPOSED EAST INVERT ELEVATION=700.00. PROPOSED RIM=702.34.
12. EXISTING DRAINAGE INLET TO REMAIN. CONTRACTOR SHALL CLEAN EXISTING STRUCTURE AND CONNECT PROPOSED 4" PVC ROOF DRAIN TO EXISTING INLET. PROPOSED WEST INVERT ELEVATION=700.25.
13. IRRIGATION NOTE: EXISTING IRRIGATION SYSTEM WILL BE INSPECTED BY OWNER TO VERIFY IF A CHECK VALVE IS INSTALLED. UPON INSPECTION, IF CHECK VALVE IS NOT LOCATED OR NOT INSTALLED, THEN A CHECK VALVE WILL BE PROVIDED AND INSTALLED BY OWNER.
14. APPROXIMATE LOCATION OF 500 GALLON EXTERIOR GREASE INTERCEPTOR, KISTNER MODEL GI-KSEP-GI500T, OR APPROVED EQUAL. PROVIDE 6.5'X6.5'X6" DEEP CONCRETE PAD OVER 6" SUBBASE STONE ABOVE STRUCTURE. PROVIDE RISERS AS NECESSARY TO FINISHED GRADE AND CONNECT OUTLET TO 4" SANITARY LINE. REFER TO PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION. GREASE INTERCEPTOR TO BE PROVIDED BY GC.
15. CONTRACTOR SHALL DIG TEST PIT TO LOCATE AND CONFIRM DEPTH OF EXISTING SANITARY SERVICE, AND VERIFY PROPOSED INVERTS PRIOR TO ORDERING GREASE INTERCEPTOR. CONNECT EXISTING SANITARY SERVICE TO NEW SERVICE 5' FROM BUILDING. PROPOSED INVERT ELEVATION AT INLET TO GREASE INTERCEPTOR = 700.8
16. REFER TO DRAWINGS CG101 AND CG102 FOR DRIVEWAY LAYOUT AND BENCHMARK INFORMATION.

DIDONATO
ENGINEERING & ARCHITECTURAL PROFESSIONALS
689 Main Street Buffalo, NY 14203
P 716 656-1900 F 716 656-1987
www.didonato.cc

NOTE: UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF SECTION 7209, PROVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

REBID OF
MATHEWSON-McCARTHY
LITTLE LEAGUE
FIELDHOUSE
IMPROVEMENTS

MARK	DATE	DESCRIPTION
△	3/22/23	ISSUED FOR BID

ISSUE:

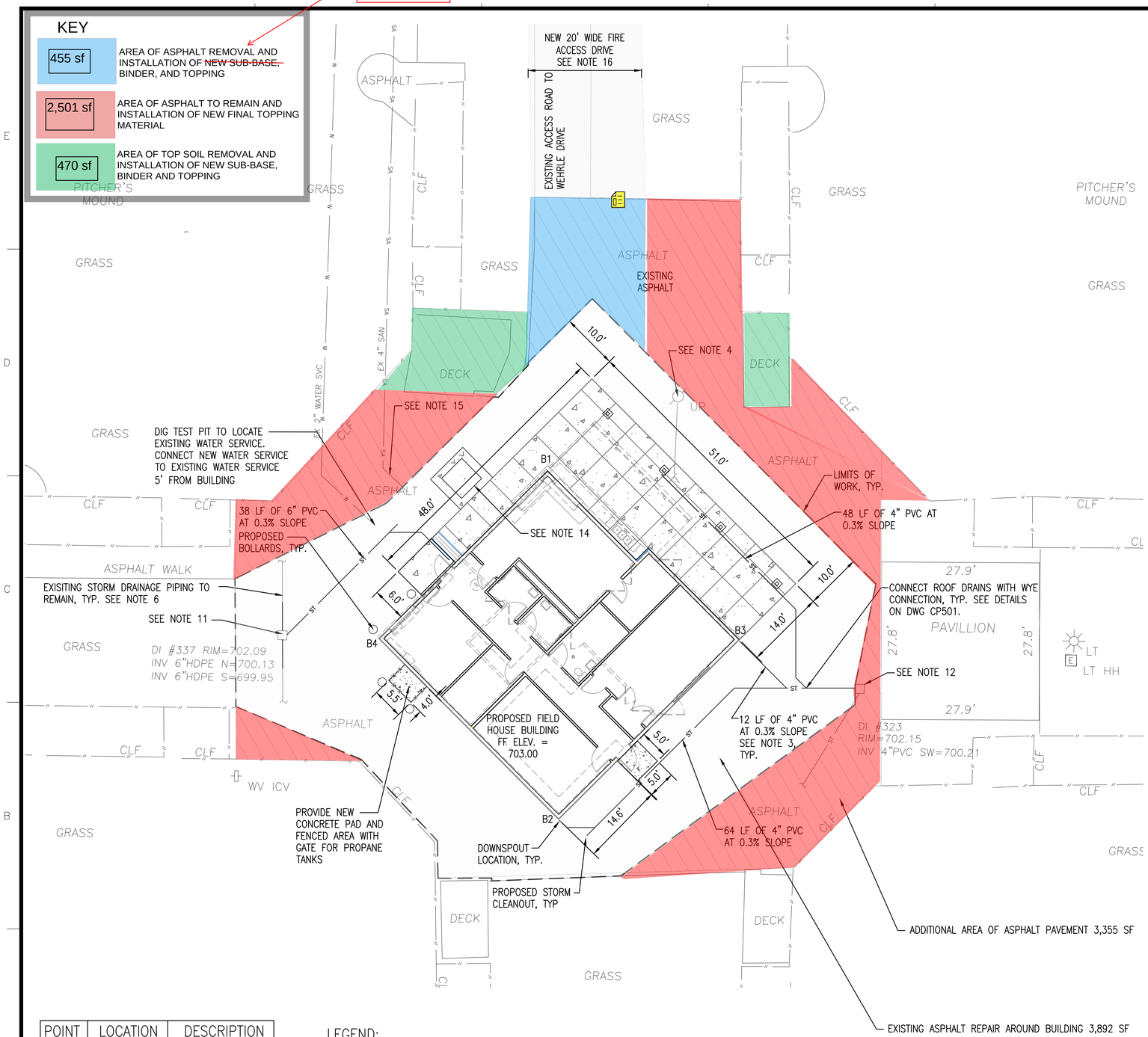
PROJECT NO:	2021.017A
DESIGNER PROJECT NO:	21-3259
CAD DWG FILE:	CP101.DWG
DRAWN BY:	KLH
CHECKED BY:	WFR
SCALE:	AS NOTED
COPYRIGHT:	

SHEET TITLE

SITE AND UTILITY PLAN

DRAWING# **CP101**

SHEET# 4 OF 50



POINT	LOCATION	DESCRIPTION
B1	N: 1076865.77 E: 1112001.20	NORTH CORNER OF PROPOSED BUILDING
B2	N: 1076804.25 E: 1112003.14	SOUTH CORNER OF PROPOSED BUILDING
B3	N: 1076835.97 E: 1112035.05	EAST CORNER OF PROPOSED BUILDING
B4	N: 1076836.19 E: 1111971.44	WEST CORNER OF PROPOSED BUILDING

LEGEND:

- PROPOSED CONCRETE SIDEWALK /CONCRETE PAD 940 SF±
- PROPOSED ASPHALT PAVEMENT 2715 SF±
- –x–x– PROPOSED WOOD FENCE CORRAL FOR MECHANICAL SCREENING

NOTES:

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REBID OF
MATHEWSON-McCARTHY
LITTLE LEAGUE
FIELDHOUSE
IMPROVEMENTS

MARK	DATE	DESCRIPTION
△	##/##/##	ISSUED FOR PERMIT
	3/22/23	ISSUED FOR BID

ISSUE:	
PROJECT NO:	2021.017A
DESIGNER PROJECT NO:	21-3259
CAD DWG FILE:	CP101.DWG
DRAWN BY:	KLH
CHECKED BY:	WFR
SCALE:	AS NOTED
COPYRIGHT:	

SHEET TITLE

SITE AND UTILITY PLAN

DRAWING#
CP101
SHEET# 4 OF 50

Attachment: WSJ Change Order Backup - Agenda (RES-2024-288 : Change Order #1 & Final - Walter S. Johnson Bldg. Co., Inc. - General Contract)

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 28753 **RESOLUTION 2024-289** **ADOPTED**

Purchase Food Scrap Composting Community Containers - CRS #4658

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst Highway (Refuse) Department has approved the Quote from METROSTOR INC as the winning quote for the composting community containers.

The winning quote from three (3) received quotes for Food Scrap Composting Community Containers was from METROSTOR INC, 78 Batson Drive, Manchester, CT., 06042 from March 25, 2024 through March 24, 2025.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #4658) and the approval of the Town Attorney.

3/25/2024
Consent

FINANCIAL IMPACT:

C3625

4110

$10,140.00

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

AGREEMENT

Let this document stand as an Agreement between METROSTOR INC. and the Town of Amherst permitting the Town of Amherst to participate in the purchase of :

TOWN OF AMHERST THREE (3) QUOTES
NA24-037

THREE QUOTES FOR FOOD SCRAP COMPOSTING COMMUNITITY CONTAINERS
WINNER IS:
from METROSTOR, 78 Batson Drive, Manchester, CT 06042.

Agreed to and Accepted by:
METROSTOR, INC.

By: _____
Signature

NIGEL DEACON
Print Name

DIRECTOR
Title

Date: 03/01/24

Agreed to and Accepted by:
TOWN OF AMHERST

By: _____
BRIAN J. KULPA
Supervisor

Date: _____

Attachment: DOC031524-03152024113346 (RES-2024-289 : Food Scrap Composting Community Containers - CRS #4658)

[ ] = LOW QUOTE

FOOD SCRAP COMPOSTING COMMUNITY CONTAINERS
HIGHWAY DEPARTMENT - TOWN OF AMHERST

Item #	Description	Vendor Name: METROSTOR QUOTE	BEAR GUARDIN QUOTE	REHRIG PACIFIC QUOTE
1	**CONTAINERS**	**$9,280.00**	**$11,864.12**	**$7,218.00**
2	**DELIVERY**	**$860.00**	**INC.**	**$2,925.00**
3				
4			-	-
	TOTAL	**$10,140.00**	**$11,864.12**	**$10,143.00**

Attachment: DOC031524-03152024113346 (RES-2024-289 : Food Scrap Composting Community Containers - CRS #4658)

metroSTOR®
Zero-Waste Recycling Infrastructure

Project Title:	**Recycling Containment Proposals**	**Date:**	Tuesday, January 30, 2024
Customer:	**Ryan C. Licata** Senior Refuse Control Officer Town of Amherst Office of Refuse Control 1042 N. Forest Rd. Williamsville, NY 14221	**Quotation Ref:**	NA24-037.1
		Sales Office:	Manchester CT
		Sales Ref:	Nigel Deacon

Quotation Summary:

			Options	Selected
metroSTOR FXG FP65 Organics Recycling Cart Enclosure				
65 Gal. Cart Capacity with 16"x16" Top Loading Lid (Foot-Pedal Control Opening)				$1,920.00
A. Unit Frame	*Mild Steel Welded Assembly*	*HD Galvanized Finish*		$0.00
B. Unit Shell Panels	*Mild Steel Assembly*	*Zinc / Anthracite Grey Painted Finish*		$0.00
C. Unit Cover	*Mild Steel Welded Assembly*	*Zinc / Green PPC Finish*		$0.00
	C1 Option: Alternative Colour PPC Finish		$200.00	not selected
D. Container Access Lid	*Mild Steel Welded Assembly*	*Zinc / Green PPC Finish*		$0.00
	Aperture Bezel	*Stainless Steel*		$0.00
	Hand Grip	*Stainless Steel*		$0.00
	Soft Close	*Gas Assist Damper*		$0.00
	**D1 Option: BLE Access Control*			$410.00
	D2 Option: Code Lock Access Control		$280.00	not selected
E. Service Door	*Mild Steel Welded Assembly /*	*Zinc / Green PPC Finish*		$0.00
	Stainless Steel Hinges			$0.00
	E1 Option: Alternative Colour PPC Finish		(inc C1 Option)	not selected
	E2 Option: Recycle Stream Graphics		$180.00	not selected
	E3 Option: Battery Deposit Container		$145.00	not selected
F. Service Door Access	*Stainless Steel Square Drive Key /*			$0.00
	Slam Latch			$0.00
Total Unit Cost Including (*) Selected Options				**$2,320.00**
To Supply 4no. metroSTOR FXG FP65 Organics Recycling Cart Enclosure Units as above specification				$9,280.00
Delivery to Williamsville, NY 14221				$860.00
Installation Project Management				Included
Quotation Total :				**$10,140.00**

Please note prices are exclusive of tax and are valid for 30 days from quotation date. All confirmed orders are subject to metroSTOR Inc Terms and Conditions of sale which are available on request. A deposit payment may be payable with order and our sales team will be pleased to confirm details with your order acknowledgement. Where enabling groundworks are not installed by metroSTOR Inc we recommend that a thorough assessment of ground levels and surface water management adjacent to the location be undertaken prior to these works to ensure the operation of your new metroSTOR Inc product is optimized. If required, we can arrange for a Project Consultant to visit your site and advise. Our suggestions regarding the location of the above project set out in this Proposal are for guidance only. You must ensure that you follow all appropriate safety regulations and guidelines and you must undertake your own safety assessments in line with good business practice and the requirements of your insurance coverage.

Attachment: DOC031524-03152024113346 (RES-2024-289 : Food Scrap Composting Community Containers - CRS #4658)


compost
food and food-related paper

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

Attachment: DOC031524-03152024113346 (RES-2024-289 : Food Scrap Composting Community Containers - CRS #4658)

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 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

Attachment: DOC031524-031520241133346 (RES-2024-289 : Food Scrap Composting Community Containers - CRS #4658)

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.

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:

METROSTOR

Print Name of Company

By: _____

Signature

NIGEL DEACON

Printed name

Date: 02/28/24

Agreed to and Accepted by:

Town of Amherst

By: _____

Brian J. Kulpa, Supervisor

Date: _____

Attachment: DOC031524-03152024113346 (RES-2024-289 : Food Scrap Composting Community Containers - CRS #4658)

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: METROSTOR INC.

Signature: [signature]

Print Name: NIGEL DEACON

Title: DIRECTOR

Date: 02/28/24

Sworn To Before Me This
28th Day of February, 2024
Elizabeth D. Scott
Notary Public

ELIZABETH D. SCOTT
No. 01SC6331514
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 10/13/2027

Revised 4.2017

Attachment: DOC031524-03152024113346 (RES-2024-289 : Food Scrap Composting Community Containers - CRS #4658)

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 28745 **RESOLUTION 2024-290** **WITHDRAWN**

Overhead Door Repair and Service - CRS #4663

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst has approved the contract with the County of Erie contract with National Overhead Door, Inc. for the overhead door repair and maintenance.

The Erie County and National Overhead Door, Inc. is BID Reference # 221020-002 from March 1, 2021 through February 28, 2025.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #4663) and the approval of the Town Attorney.

FINANCIAL IMPACT:

TOWN WIDE

VARIOUS

TBD

RESULT:	**WITHDRAWN**

AGREEMENT EXTENSION

Let this document stand as an Agreement Extension between NATIONAL OVERHEAD DOOR INC. and THE Town of Amherst permitting the Town of Amherst to participate in the purchase of Overhead Door Repair and service:

NATIONAL OVERHEAD DOOR, INC. and the County of Erie,
BID # 221020-002
from 3/1/2021 through 2/28/2025
for overhead door repair and service as itemized in the Erie County Bid.

Agreed to and Accepted by:

NATIONAL OVERHEAD DOOR, INC.

By: Sara E Vella
Signature

Sara E Vella
Print Name

Vice President
Title

Date: 2/21/2024

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
BRIAN KULPA
Supervisor

Date: _____

Attachment: DOC030824-03082024103220 (RES-2024-290 : Overhead Door Repair and Service - CRS #4663)

ACORD

NATIOVE-01 SWAHR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/27/2023

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 AssuredPartners 90A John Muir Dr, Suite 100 Amherst, NY 14228	CONTACT NAME: PHONE (A/C, No, Ext): (716) 688-8888 FAX (A/C, No): (716) 688-9001 E-MAIL ADDRESS: info@vannerinsurance.com
INSURED National Overhead Door, Inc. 5880 New Taylor Rd Orchard Park, NY 14127	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Selective Insurance Co of SC — 19259 INSURER B : Selective Ins Co of America — 12572 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		S 2400548	6/27/2023	6/27/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,0 $ 500,0 $ 15,0 $ 1,000,0 $ 2,000,0 $ 2,000,0
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X		S 2400548	6/27/2023	6/27/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,0
A	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X		S 2400548	6/27/2023	6/27/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,0 $ 5,000,0
B	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		WC 9083020	6/27/2023	6/27/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,0 $ 1,000,0 $ 1,000,0
A	Equipment Floater			S 2400548	6/27/2023	6/27/2024	Limit	30,0

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, non-contributory basis on the General Liability and Additional Insured on the Automobile if required by written contract.
Umbrella follows form for Additional Insured on the underlying.

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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The ACORD name and logo are registered marks of ACORD

Attachment: DOC030824-03082024103220 (RES-2024-290 : Overhead Door Repair and Service - CRS #4663)

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) National Overhead Door, Inc. 5880 New Taylor Road Orchard Park, NY 14127 **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** 716-667-3500 **1c. NYS Unemployment Insurance Employer Registration Number of Insured** 46-391532 **1d. Federal Employer Identification Number of Insured or Social Security Number** 141865641
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	**3a. Name of Insurance Carrier** Selective Ins CO of SC **3b. Policy Number of entity listed in box "1a"** WC9083020 **3c. Policy effective period** 06/27/2023 to 06/27/2024 **3d. The Proprietor, Partners or Executive Officers are** ☑ **included.** **(Only check box if all partners/officers included)** ☐ **all excluded or certain partners/officers excluded.**

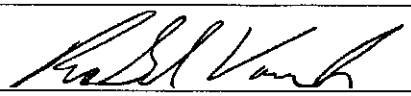
This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' 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 will also notify the above certificate holder 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.***

Please Note: Upon the 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: Ralph J. Vanner, Jr., CPCU
(Signature of authorized representative or licensed agent of insurance carrier)

Approved by:  6/28/2023
(Signature) (Date)

Title: Vice-President

Telephone Number of authorized representative or licensed agent of insurance carrier: (716) 688-8888

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 (9-07) www

Attachment: DOC030824-03082024103220 (RES-2024-290 : Overhead Door Repair and Service - CRS #4663)

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)

NATIONAL OVERHEAD DOOR, INC.
5880 NEW TAYLOR ROAD
ORCHARD PARK, NY 14127

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

716 667 3501

1c. Federal Employer Identification Number of Insured or Social Security Number

141865641

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

The Town of Amherst
5583 Main Street
Williamsville, NY 14221

3a. Name of Insurance Carrier

First Unum Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"

403850

3c. Policy effective period

06/29/2023 to 06/29/2024

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 6/29/2023 By Allison Randall

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 1-800-ASK-UNUM Name and Title Allison Randall, DBL Specialist

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 the 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 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 (10-17)

DB-120.1 (10-17)

Attachment: DOC030824-03082024103220 (RES-2024-290 : Overhead Door Repair and Service - CRS #4663)

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 28802 **RESOLUTION 2024-291** **ADOPTED**

Award of 2024 - 2025 Purchasing Maintenance Materials and Construction Bids (Sections 1 - 8)

The Highway Department respectfully requests that the Purchasing Maintenance Materials and Construction Bids, Section 1 through 8 be awarded to the lowest bidders within specifications as follows:

SECTION 1: AGGREGATE MATERIAL, PLANT MIXED ASPHALT CONCRETE, PATCHING MATERIAL, HAULING AND LIQUID BITUMINOUS MATERIAL:

1-1 CRS # 4690 HOLCIM QUARIES NY, INC
1-2 CRS # 4691 NEW ENTERPRISE STONE AND LIME COMPANY (NESL)
1-3 CRS # 4692 CAMBRIA ASPHALT PRODUCTS INC
1-4 CRS # 4694 COUNTY LINE STONE CO INC
1-5 CRS # 4695 SUIT KOTE CORPORATION

SECTION 2: CONCRETE BUILDING MATERIALS:

2-6 CRS # 4696 SCRATON THRUWAY BUILDERS SUPPLY INC
2-7 CRS # 4697 AIRTITE WINDOW AND DOOR COMPANY INC

SECTION 3: GRASS SEED,FERTILIZER, TOPSOIL, SANDY LOAM, SOD, BALL DIAMOND MIXES AND FIELD MATERIALS, ENGINEERED WOOD FIBER (EWF) AND RUBBERIZED SAFETY MATERIALS (CHIPS) FOR PLAYGROUNDS:

3-8 CRS # 4698 LEO BRENON TOPSOIL
3-9 CRS # 4699 LAKESIDE SOD SUPPLY COMPANY
3-10 CRS # 4700 CAMBRIA ASPHALT
3-11 CRS # 4701 WILLOW CREEK FARM

SECTION 4: PLAIN AND TEXTURIZE - SCARIFYING AND COLD MILLING EXISTING ROAD SURFACES:

4-12 CRS # 4705 HIGHWAY REHABILITATION CORPORATION
4-13 CRS # 4706 MUNICIPAL MILLING AND MAINTENANCE LLC

SECTION 5: CASUAL BLACK TOP REPAIR, NOVA CHIPS, MICRO-RESURFACING, CRACK FILL APPLIED, BLACKTOP SEALER APPLIED AND BITUMINOUS LIQUID MATERIAL APPLIED:

5-14 CRS # 4708 AMHERST SEALER INC
5-15 CRS # 4710 SUIT KOTE CORPORATION

SECTION 6: ROAD RESURFACING

6-15A CRS # 4711 J & D SEAL TECH CORPORATION
6-16 CRS # 4712 D & H PAVING LLC

SECTION 7: CURBING, SIDEWALKS, DRIVEWAY APRONS, ADA HANDICAP RAMPS AND CONCRETE AND CURB CUTTING:

7-17 CRS # 4717 CVF INC

SECTION 8: ROAD STRIPING, PAINT EPOXY APPLICATIONS:

8-18 CRS # 4718 ACCENT STRIPE INC

Additional specifications and details are provided and attached per each section and bidder Bid Tab.

NOW THEREFORE BE IT RESOLVED, that the Amherst Town Board authorizes the Amherst Town Supervisor to sign each contract listed above and approval of these contracts are contingent upon the successful completion of the Contract Routing System (CRS) and the Town Attorney approval.

3/25/2024
Consent

FINANCIAL IMPACT:

TOWN WIDE

VARIOUS

TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 28747 **RESOLUTION 2024-292** **ADOPTED**

Authorize Supervisor to Sign STANLEY STEEL AND ALUMINIUM Contract Extension CRS #4646

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst has approved the contract with the Highway Department which allows for the contract to be extended for a period of (12) twelve months at the same terms and conditions; and

WHERE AS, THE HIGHWAY DEPARTMENT IS REQUESTING APPROVAL FOR THE EXTENSION of the contract under Resolution 2023-45 from 1/3/24 through 1/2/25.

NOW THEREFOR BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #4646) and the approval of the Town Attorney.

3/25/2024
Consent

FINANCIAL IMPACT:

Town Wide

Various

TBD

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

STANLEY STEEL SERVICE CONTRACT EXTENSION

Let this document stand as a Contract Extension between STANLEY STEEL SERVICE and the Town of Amherst. STANLEY STEEL SERVICE agrees to hold prices and extend the current contract with THE Town of Amherst for: BID #2022032 and Resolution 2023-45 for Steel and Aluminum Products.

This contract will be extended for one (1) additional one (1) year period from 01/03/2024 to 01/02/2025 upon Town Board approval.

Agreed to and Accepted by:

STANLEY STEEL SERVICE

By: Mary Louise Stanley
Signature

Mary Louise Stanley
Print Name

President
Title

Date: 2-20-24

Agreed to and Accepted By:

TOWN OF AMHERST

BY: _____
Brian J. Kulpa
SUPERVISOR

Date: _____

Attachment: DOC031324-03132024134313 (RES-2024-292 : Authorize Supervisor to Sign STANLEY STEEL AND ALUMINIUM Contract Extension

ACORD

STANSTE-01 JFERRENTINO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/27/2024

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: Jaime M. Ferrentino
Walsh Duffield Companies, Inc. 801 Main St. Buffalo, NY 14203	PHONE (A/C, No, Ext): (716) 362-7343 FAX (A/C, No): (844) 847-1360 E-MAIL ADDRESS: jferrentino@walshduffield.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Stanley Steel Service Corp P O Box 236 Buffalo, NY 14240-0236	INSURER A : Graphic Arts Mutual Insurance Company	25984
	INSURER B : Utica National Insurance Company of Ohio	13998
	INSURER C : Republic Franklin Insurance Company	12475
	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 Per Proj Agg GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	5030804	3/1/2024	3/1/2025	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	5017787	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X		5030806	3/1/2024	3/1/2025	EACH OCCURRENCE AGGREGATE Aggregate	$ 5,000,000 $ $ 5,000,000
A	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		5017789	3/1/2024	3/1/2025	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Amherst is an additional insured, if required in written contract, per General Liability endorsement #8E3548 0711, Automobile endorsement #8E2419, Umbrella endorsement #CU0001 0413.
Coverage for Additional Insured is Primary and Non-Contributory. Waiver of Subrogation applies. Umbrella is following form.

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
Edward F. Walsh Jr.

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Attachment: DOC031324-03132024134313 (RES-2024-292 : Authorize Supervisor to Sign STANLEY STEEL AND ALUMINIUM Contract Extension

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
Stanley Steel Service Corp. **P O Box 236** **1612 William Street** **Buffalo, NY 14206** Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	**(716) 893-8292** 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 16-0800229
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) **Town of Amherst** **5583 Main Street** Williamsville, NY 14221	3a. Name of Insurance Carrier **Graphic Arts Mutual Insurance Company** 3b. Policy Number of Entity Listed in Box "1a" **5017789** 3c. Policy effective period 3/1/2024 to 3/1/2025 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: Edward F. Walsh, Jr.
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Edward F Walsh, Jr. 2/27/2024
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-853-3820

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.

Attachment: DOC031324-03132024134313 (RES-2024-292 : Authorize Supervisor to Sign STANLEY STEEL AND ALUMINIUM Contract Extension

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)
STANLEY STEEL SERVICE CORP.
1612 WILLIAM STREET
BUFFALO, NY 14206

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
716-893-8292

1c. Federal Employer Identification Number of Insured or Social Security Number
160800229

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main St.
Williamsville, NY 14221

3a. Name of Insurance Carrier
HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

3b. Policy Number of Entity Listed in Box 1a
LNY197294

3c. Policy effective period
07-01-2023 to 06-30-2024

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 name insured has NYS Disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 07-07-2023 By *Elizabeth Tello*
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 553-8074 Name and Title: ELIZABETH TELLO – ASSISTANT DIRECTOR, STATUTORY 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 have 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.

Attachment: DOC031324-03132024134313 (RES-2024-292 : Authorize Supervisor to Sign STANLEY STEEL AND ALUMINIUM Contract Extension

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: DOC031324-03132024134313 (RES-2024-292 : Authorize Supervisor to Sign STANLEY STEEL AND ALUMINIUM Contract Extension

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 28749 **RESOLUTION 2024-293** **ADOPTED**

Authorize Supervisor to Sign UPSTATE STEEL INC Contract Extension CRS #4674/3711

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst has approved the contract with the Highway Department which allows for the contract to be extended for a period of (12) twelve months at the same terms and conditions; and

WHEREAS, THE HIGHWAY DEPARTMENT IS REQUESTING APPROVAL FOR THE EXTENSION of the contract under Resolution 2023-45 from 1/3/2024 through 1/2/2025.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS#4674/3711) and the approval of the Town Attorney.

3/25/2024
Consent

FINANCIAL IMPACT:

TOWN WIDE

VARIOUS

TBD

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

UPSTATE STEEL INC CONTRACT EXTENSION

Let this document stand as a Contract Extension between UPSTATE STEEL INC and the Town of Amherst. UPSTATE STEEL INC agrees to hold prices and extend the current contract with the Town of Amherst for: BID #2022032 and Resolution 2023-45 for Steel and Aluminum Products.

This contract will be extended for one (1) additional one (1) year period from 01/03/2024 to 01/02/2025 upon Town Board approval.

Agreed to and Accepted by:

UPSTATE STEEL INC

By: _____
Signature

_____
Print Name

_____
Title

Date: _____

Agreed to and Accepted By:

TOWN OF AMHERST

BY: _____
Brian J. Kulpa
SUPERVISOR

Date: _____

Attachment: DOC031324-03132024084252 (RES-2024-293 : Authorize Supervisor to Sign UPSTATE STEEL INC Contract Extension CRS

Bid #2022032 - Steel and Aluminum			
	Low Bid	Stanley Steel	Upstate Steel
Item No.	CATALOG NO/DESCRIPTION	Unit Price	Unit Price
	20 FT LONG HOT ROLLED FLAT ROLLED ANGLE STOCK		
1	1/8 IN X 3/4 IN	$9.00	$9.50
2	1/8 IN X 1 IN	$13.00	$13.25
3	1/8 IN X 2 IN	$25.00	$19.90
4	1/8 IN X 3 IN	$38.00	$31.15
5	1/8 IN X 4 IN	$50.00	$43.30
6	1/8 IN X 5 IN	$63.00	$54.10
7	1/8 IN X 6 IN	$75.00	$66.90
8	1/4 IN X 1 IN	$18.00	$17.70
9	1/4 IN X 2 IN	$36.00	$30.90
10	1/4 IN X 3 IN	$58.00	$50.40
11	1/4 IN X 4 IN	$75.00	$68.00
12	1/4 IN X 5 IN	$92.00	$85.00
13	1/4 IN X 6 IN	$111.00	$92.70
14	1/2 IN X 1 IN	$48.00	$36.20
15	1/2 IN X 1 1/2 IN	$56.00	$44.75
16	1/2 IN X 2 IN	$74.00	$68.00
17	1/2 IN X 3 IN	$111.00	$98.05
18	1/2 IN X 4 IN	$145.00	$148.80
19	1/2 IN X 5 IN	$186.00	$167.70
20	1/2 IN X 6 IN	$222.00	$185.00
21	5/8 IN X 2 IN	$100.00	$90.55
22	3/4 IN X 2 IN	$111.00	$99.35
23	1 IN X 2 IN	$150.00	$168.00
24	3/8 IN X 1 1/4 IN	$36.00	$40.00
25	3/8 IN X 1 1/2 IN	$44.00	$42.00
26	3/4 X 6 IN	$333.00	$370.00
27	1 IN X 6 IN	$444.00	$503.90
	HOT ROLLED SQUARES 20 FT. LONG		
28	1/2 IN	$20.00	$16.50
29	5/8 IN	$31.00	$32.80
30	3/4 IN	$44.00	$35.30
31	1 IN	$77.00	$62.70
32	5/16 IN	**See Notes** $16.00	No Bid
	20 FT LONG HOT ROLLED ANGLE		
33	1/8 IN X 1 IN X 1 IN	$20.00	$15.60
34	1/8 IN X 1/1/2 IN X 1 1/2 IN	$30.00	$22.50
35	1/8 IN X 2 IN X 2 IN	$39.00	$29.80
36	3/16 IN X 3 1/2 IN X 3 1/2 IN	**See Notes** $135.00	No Bid
37	1/4 IN X 1 IN X 1 IN	$35.00	$30.60
38	1/4 IN X 1 1/2 IN X 1 11/2 IN	$55.00	$43.20
39	1/4 IN X 2 IN X 2 IN	$75.00	$58.10
40	1/4 IN X 3 1/2 IN X 3 1/2 IN	$135.00	$120.50

Attachment: DOC031324-03132024084252 (RES-2024-293 : Authorize Supervisor to Sign UPSTATE STEEL INC Contract Extension CRS

Item No.	CATALOG NO/DESCRIPTION	Unit Price	Unit Price
41	3/8 IN X 2 IN X 2 IN	$111.00	$90.30
42	3/8 IN X 2 1/2 IN X 2 1/2 IN	$136.00	$110.40
43	3/8 IN X 3 IN X 2 IN	$136.00	$145.00
44	1/2 IN X 2 IN X 2 IN	**See Notes** $111.00	No Bid
45	1/2 IN X 3 1/2 IN X 3 1/2 IN	$260.00	$239.25
46	5/8 IN X 4 IN X 6 IN	$560.00	$490.00
47	3/4 IN X 4 IN X 6 IN	$750.00	$475.00
	20 FT HOT ROLLED ROUNDS		
48	1/4 IN	$7.00	$8.50
49	3/16 IN	**See Notes** $5.00	No Bid
50	3/8 IN	$16.00	$11.05
51	1/2 IN	$20.00	$12.50
52	5/8 IN	$33.00	$23.60
53	3/4 IN	$46.00	$28.50
54	7/8 IN	$63.00	$37.70
55	1 IN	$80.00	$53.40
56	**1 1/8 IN**	$140.00	$76.50
57	1 1/4 IN	$125.00	$90.00
58	1 1/2 IN	$181.00	$135.90
59	1 5/8 IN	$286.00	No Bid
60	1 3/4 IN	$250.00	$202.00
61	2 IN	$323.00	$238.50
62	3/8 IN- 4140 alloy c.f.	**See Notes** $16.00	No Bid
63	5/16 IN	$10.00	$8.50
	20 FT LONG HOT ROLLED CHANNEL		
64	1 IN X 1/2 IN X 1/8 IN	$35.00	$20.80
65	2 IN X 1 IN X 3/16 IN	$80.00	$60.25
66	3 IN X .170 IN X 1.410 IN	$95.00	**See Notes** $73.50
67	4 IN X .184 IN X 1.584 IN	$125.00	**See Notes** $96.80
68	5 IN X .190 IN X 1.750 IN	$156.00	**See Notes** $133.95
69	6 IN X .200 IN X 1.920 IN	$190.00	**See Notes** $155.50
70	8 IN X .220 IN X 2.260 IN	$270.00	**See Notes** $215.00
71	10 IN X .240 IN X 2.60 IN	$355.00	**See Notes** $294.00
	24 FT LONG HOT ROLLED SQUARE TUBING		
72	3/4 IN x 11	$75.00	$41.70
73	1 IN x 11	$45.00	$47.50
74	1 1/4 IN x 11	$58.00	$66.70
75	1 1/2 IN x 11	$80.00	$81.50
76	2 IN x 1/4 IN	$190.00	$111.30
77	6 IN x 1/4 IN	$663.00	$533.50
78	8 IN x 1/4 IN	$900.00	$730.00
79	8 IN x 1/2 IN	$1,700.00	$1,360.00

Attachment: DOC031324-03132024084252 (RES-2024-293 : Authorize Supervisor to Sign UPSTATE STEEL INC Contract Extension CRS

Item No.	CATALOG NO/DESCRIPTION	Unit Price	Unit Price
	4 FT X 8 FT HOT ROLLED SHEET		
80	1/16 IN	$120.00	$75.00
81	1/8 IN	$235.00	$165.00
82	3/16 IN	$272.00	$255.00
83	1/4 IN	$370.00	$295.00
84	3/8 IN	$550.00	$545.00
85	1/2 IN	$725.00	$618.50
	20 FT COLD ROLLED ROUNDS		
86	1/2 IN	$20.00	No Bid
87	9/16 IN	**See Notes** $16.00	No Bid
88	5/8 IN	$33.00	No Bid
89	3/4 IN	$46.00	No Bid
90	7/8 IN	$63.00	No Bid
91	1 IN	$80.00	No Bid
92	1 1/2 IN	$180.00	No Bid
	EXPANDED METAL 4FT X 8 FT SHEET		
93	REGULAR STYLE 3/4 #9 OPENINGS .688 IN X 1.569 IN	$190.00	No Bid
94	FLATTENED STYLE 3/4 #9 OPENINGS .563 IN X 1.688 IN	$190.00	$135.00
95	ALUMINUM REGULAR STYLE 1/2 # .081	$300.00	No Bid
	20 FT GRADE 60 REBAR		
96	BAR #5 5/8 IN /.625	$32.00	No Bid
97	BAR #4 1/2 IN /.500	$20.00	No Bid
98	BAR #6 3/4 IN / .750	$46.00	No Bid
	STEEL DIAMOND TREAD PLATE 4 FT X 8 FT SHEET		
99	1/8 IN	$240.00	**See Notes** $390.00
100	1/4 IN	$545.00	**See Notes** $795.00
101	3/8 IN	$740.00	**See Notes** $895.00
	12 FT LONG ALUMINUM DIAMOND GRIP 4 FT X 8 FT HOT GRATING		
102	7 IN X .080 IN X 2 IN	$200.00	No Bid
	4 FT X 8 FT GALVANIZED SHEETS		
103	20 GAUGE	$130.00	No Bid
104	22 GAUGE	$100.00	No Bid
	12 FT STAINLESS ROUND		
105	1 IN	$215.00	No Bid
106	1/2 IN	$60.00	No Bid
	24 FT RECTANGULAR TUBING		
107	6 IN X 4 IN X 1/2 WALL	$1,030.00	$760.00

Attachment: DOC031324-03132024084252 (RES-2024-293 : Authorize Supervisor to Sign UPSTATE STEEL INC Contract Extension CRS

Item No.	CATALOG NO/DESCRIPTION			Unit Price	Unit Price
	20 FT RANDOM STOCK ANGLE STAINLESS				
108	¼ IN X 2 IN X 2 IN			$390.00	No Bid
	12 FT LONG NON -GALVANIZED SIGN POST TUBING				
	NOTE: TUBES MUST TELESCOPE INTO NEXT LARGER SIZES				
	OUTSIDE DIMENSION	GAUGE	DIAMETER SPACING		
109	1 3/4 IN	12	7/16 IN 1 IN ON CENTER	$333.00	No Bid
110	2 IN	12	7/16 IN 1 IN ON CENTER	$333.00	No Bid
	12 FT LONG COLD ROLLED FLAT STOCK				
111	1/8 IN X 3/4 IN			$15.00	No Bid
112	1/8 IN X 1 IN			$17.00	No Bid
113	1/8 IN X 2 IN			$31.00	No Bid
114	1/8 IN X 3 IN			$50.00	No Bid
115	1/8 IN X 4 IN			$66.00	No Bid
116	1/8 IN X 5 IN			$90.00	No Bid
117	1/8IN X 6 IN			$96.00	No Bid
118	1/4 IN X 1 IN			$33.00	No Bid
119	1/4 IN X 2 IN			$62.00	No Bid
120	1/4 IN X 3 IN			$96.00	No Bid
121	1/4 IN X 4 IN			$130.00	No Bid
122	1/4 IN X 5 IN			$160.00	No Bid
123	1/4 IN X 6 IN			$190.00	No Bid
124	1/2 IN X 1 IN			$61.00	No Bid
125	1/2 IN X 1.5 IN			$96.00	No Bid
126	1/2 IN X 2 IN			$126.00	No Bid
127	1/2 IN X 3 IN			$190.00	No Bid
128	1/2 IN X 4 IN			$250.00	No Bid
129	1/2 IN X 5 IN			$308.00	No Bid
130	1/2 IN X 6 IN			$370.00	No Bid
131	5/8 IN X 2 IN			$155.00	No Bid
132	3/4 IN X 2 IN			$186.00	No Bid
133	1 IN X 2 IN			$252.00	No Bid
134	3/8 IN X 1.25 IN			$60.00	No Bid
135	3/8 IN X 1.5 IN			$70.00	No Bid
136	3/4 IN X 6 IN			$466.00	No Bid
137	1 IN X 6 IN			$616.00	No Bid
	SEAMLESS SQUARE TUBING				
138	1" X ¼"			No Bid	No Bid
139	1" X ½"			No Bid	No Bid
140	1" X ¾"			No Bid	No Bid
141	2"			No Bid	No Bid
142	2" X ¼"			No Bid	No Bid
143	2" X ½"			No Bid	No Bid
144	10GA. OR 1/8" WALL THICKNESS 3/8" ROD (ALLOY 4140 C.F. STEEL)			No Bid	No Bid

Attachment: DOC031324-03132024084252 (RES-2024-293 : Authorize Supervisor to Sign UPSTATE STEEL INC Contract Extension CRS

Item No.	CATALOG NO/DESCRIPTION	Unit Price	Unit Price
	NOT LISTED ITEMS PRICED ON A PER POUND BASIS		
145	MISC. NOT LISTED STEEL COST PER POUND	$1.25 Per Pound	No Bid
146	MISC. NOT LISTED ALUMINUM COST PER POUND	$5.00 Per Pound	No Bid

NOTES:

Stanley Steel: Item #32 - quoting CR 1018-12' in place of requesed HR; Item #36: Quoting 1/4" in place of requested 3/16"; Item #44: quoting 3/8" in place of requested 1/2"; Item #49: Quoting id8 Cr-12' in place of requested HR; Item #62: quoting 12' length in place of requested 20' length; Item #87: quoting 12' length in place of requested 20' length;

Upstate Steel: *$500 minimum order.

Item #66: 4.1#; Item #67: 5.4#; Item #68: 6.7#; Item #69: 8.2#; Item #70: 11.5#; Item #71: 15.3#; Item #93: 48 x 96; Item #99: x 48 x 120; Item #100 x 48 x 96; Item #101 x 48 x 120;

Attachment: DOC031324-03132024084252 (RES-2024-293 : Authorize Supervisor to Sign UPSTATE STEEL INC Contract Extension CRS

Client#: 1684533 UPSTASTE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 3/05/2024

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: Sophia Wiatrowski
USI Insurance Services LLC 726 Exchange St. Ste 618 Buffalo, NY 14210 716 314-2000	PHONE (A/C, No, Ext): 716 314-2000 FAX (A/C, No): E-MAIL ADDRESS: sophia.wiatrowski@usi.com

INSURER(S) AFFORDING COVERAGE	NA
INSURER A : National Union Fire Ins Co of Pitts, PA	19445
INSURER B : Travelers Indemnity Company	25658
INSURER C : Charter Oak Fire Insurance Company	25615
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Upstate Steel Inc
250 Lake Ave
Blasdell, NY 14219

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 CLAIMS-MADE X OCCUR X Contractual Included X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	5180286	03/01/2024	03/01/2025	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 $300,000 $25,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X Drive Oth Car SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X	X	2961713	03/01/2024	03/01/2025	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 $10000			CUP5W224812	03/01/2024	03/01/2025	EACH OCCURRENCE AGGREGATE $	$10,000,000 $10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	012016063	03/01/2024	03/01/2025	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
C	Leased/Rented Equ			Y6303219N017COF24	03/01/2024	03/01/2025	$50,000 per item $500 deductible	

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

For specific project information and additional insureds please see page 2

Additional Insured and Waiver of Subrogation coverage shown above and marked with an X apply only when such coverage is required by written contract executed prior to a loss to the extent covered by the following endorsements: CG 20 10 Edition date 04/13, CG 20 37 edition date 04/13, 87950 Edition date 10/05, CG 24 04 Edition date 05/09, WC000313 Edition date 04/84.

CERTIFICATE HOLDER

Town Of Amherst
5583 Main Street
Amherst, NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATIO

Attachment: DOC031324-031324084252 (RES-2024-293 : Authorize Supervisor to Sign UPSTATE STEEL INC Contract Extension CRS

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) Upstate Steel LLC 250 Lake Ave Blasdell, NY 14219	**1b. Business Telephone Number of Insured** 716-891-0350 **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** 16-1413176
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Amherst, NY 14221	**3a. Name of Insurance Carrier** Zurich American Insurance Company **3b. Policy Number of entity listed in box "1a"** WC 012016063 **3c. Policy effective period** 03/01/2024 to 03/01/2025 **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 worker compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3 on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will ser this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums c within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverag indicated on this Certificate. (These notices may be sent by regular mail.) ***Otherwise, this Certificate is valid for one year after this forn is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier***

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to b named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a ne Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandator 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 reference above and that the named insured has the coverage as depicted on this form.

Approved by: Michael Bonetto
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [signature] 03/06/2024
(Signature) (Date)

Title: Regional Sales Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-314-2000

Please Note: *Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NO authorized to issue it.*

C-105.2 (9-07)

Attachment: DOC031324-031320240842S2 (RES-2024-293 : Authorize Supervisor to Sign UPSTATE STEEL INC Contract Extension CRS

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 carrie

1a. Legal Name & Address of Insured (use street address only) Upstate Steel INC. 250 Lake Avenue, Blasdell, NY 14219 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 7168928434 1c. Federal Employer Identification Number of Insured or Social Security Number 16 1413176
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) TOWN OF AMHERST 5583 MAIN STWILLIAMSVILLE, NY 14221	3a. Name of Insurance Carrier **The Guardian Life Insurance Company of America** 3b. Policy Number of Entity Listed in Box 1a 00989947 0000 3c. Policy Effective Period 01/01/2024 to 12/31/2024

4. Policy provides the following benefits:
   - [x] A. Both disability and Paid Family Leave benefits.
   - [ ] B. Disability benefits only.
   - [x] 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 03/05/2024 By MnPrc

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 1-888-278-4542 Name and Title Michael Prestileo, Head of Group Benefits Strategy, Product & Underwriting

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 have 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.***

Attachment: DOC031324-03132024084252 (RES-2024-293 : Authorize Supervisor to Sign UPSTATE STEEL INC Contract Extension CRS

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 28750 **RESOLUTION 2024-294** **ADOPTED**

Authorize Supervisor to Sign VALLEY FAB & EQUIPMENT Contract Extension - CRS #4672

WHEREAS, BID #2022035 Highway Department allows for the contract to be extended for a period of one (1) year at the same terms and conditions; and

WHERE AS, THE HIGHWAY DEPARTMENT IS REQUESTING APPROVAL FOR THE EXTENSION of the contract under Resolution 2023-47 from 1/2/2024 through 1/2/2025.

This contract is subject to the Contract Routing System (CRS #4672) extension and the approval of the Town Attorney.

3/25/2024
Consent

FINANCIAL IMPACT:

TOWN WIDE

VARIOUS

TBD

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

AGREEMENT EXTENSION

Let this document stand as an Agreement between VALLEY FAB & EQUIPMENT, INC. and THE Town of Amherst permitting the Town of Amherst to participate in the purchase of Sweeper Parts for individual models to include brooms and supplies for individual vendors.

Valley Fab & Equipment Inc and the Town of Amherst,
BID # 2022035, Resolution # 2023-47 AWARDED CONTRACT
from 01/03/2023 through 01/02/2024 and extended to 01/02/25
for Sweeper parts and supplies.

Agreed to and Accepted by:

VALLEY FAB & EQUIPMENT

By: _____
Signature

Karen Schweickert
Print Name

Vice President
Title

Date: 03/11/24

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
BRIAN KULPA
Supervisor

Date: _____

Attachment: DOC031324-03132024132026 (RES-2024-294 : Authorize Supervisor to Sign VALLEY FAB & EQUIPMENT Contract Extension - CRS

TOWN OF AMHERST
AMHERST, NEW YORK 14221

Town of Amherst

Contract Compliance & Administration Department

BID SPECIFICATIONS

ITEM NO	CATALOG NO/DESCRIPTION	% Off Manufacturers List Price
	NY State Contract # (if applicable)	
1	Leach Compactor/Packer Parts – All Models	
2	ODB Model LCT6000 Leaf Machine Parts	
3	Tarco/Tarrant/Loughberry Parts – All Models	5%
4	Keystone All Pro 460 Strip Brooms (Per Box) – NO EXCEPTIONS	
5	Keystone All Pro #411 Center Sweep Mandrel for Elgin Eagle Sweeper - NO EXCEPTIONS	
6	Keystone All Pro #410 Center Sweep Mandrel for Elgin Pelican Sweeper – NO EXCEPTIONS	
7	Keystone All Pro 466 Strip Brooms (Per Box) – NO EXCEPTIONS	
8	Sweeper Side Brooms Filled with 21 Steel Strands of Spring Wire, Nuts in Plastic Segments, 5 Segments per Box to Fit Elgin Sweepers NOTE: Oil coated or oil tempered wire are acceptable	
9	Elgin Sweeper Pars	
10	Rockford Sweeper Parts	
11	Superior Sweeper Parts	
12	Tennant Sweeper Parts	
13	Tymco Sweeper Parts	
	No Additional Charges Will Be Allowed	

NAME OF BIDDER: Valley Fab & Equipment, Inc

Attachment: DOC031324-03132024132026 (RES-2024-294 : Authorize Supervisor to Sign VALLEY FAB & EQUIPMENT Contract Extension - CRS

VALLE-8

OP ID: SM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/13/202

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. T CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLIC BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORI 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 endors If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 716-632-6118 United Insurance Agency, Inc. 90 Bryant Woods South Amherst, NY 14228 Martin Agency	CONTACT NAME: Sheila Mack PHONE (A/C, No, Ext): 716-632-6118 FAX (A/C, No): 716-631-5045 E-MAIL ADDRESS: smack@uiai.com
INSURED Valley Fab & Equipment Inc 9776 Trevett Rd LLC 9776 Trevett Rd, PO Box 380 Boston, NY 14025	INSURER(S) AFFORDING COVERAGE — NAIC INSURER A: Erie Insurance Company — 26263 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 PERI INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH TH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERM 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 X LOC OTHER:	X		Q610196140	06/22/2023	06/22/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000 $ 1,000 $ $ 1,000 $ 2,000 $ 2,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			Q037430368	03/24/2023	03/24/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			Q307270056NY	06/22/2023	06/22/2024	EACH OCCURRENCE AGGREGATE	$ 2,000 $ 2,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Q85-5106976	01/01/2023	01/01/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000, $ 1,000, $ 1,000,
A	Garagekeepers Direct Primary			Q610196140	06/22/2023	06/22/2024	Limit Ded	Actual L

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

The Town of Amherst is named as as Additional Insured on a primary and non contributory basis, to the extent of the written contract, not to exceed limits shown above.

CERTIFICATE HOLDER

TOWNAMH

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

Edward C. Kelly Jr

ACORD 25 (2016/03)

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Attachment: DOC031324-031320241320 26 (RES-2024-294 : Authorize Supervisor to Sign VALLEY FAB & EQUIPMENT Contract Extension - CRS

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Valley Fab & Equipment Inc 9776 Trevett Rd, PO Box 380 Boston NY 14025	1b. Business Telephone Number of Insured 716-941-6644 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 16-1541913
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main St Williamsville NY 14221	3a. Name of Insurance Carrier Erie Insurance Company 3b. Policy Number of entity listed in box "1a" Q85-5106976 3c. Policy effective period 01/01/2024 to 01/01/2025 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: Edward C Gelia Jr., CPCU
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Edward C. Gelia Jr. 12-13-23
(Signature) (Date)

Title: Executive Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-632-6118

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.

Attachment: DOC031324-03132024132026 (RES-2024-294 : Authorize Supervisor to Sign VALLEY FAB & EQUIPMENT Contract Extension - CRS

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 carrie

1a. Legal Name & Address of Insured (use street address only)
VALLEY FAB & EQUIPMENT, INC.
9776 TREVETT ROAD
BOSTON, NY 14025

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
7169416644

1c. Federal Employer Identification Number of Insured or Social Security Number
16-1541913

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main Street
Williamsville, NY 14221

3a. Name of Insurance Carrier
Standard Security Life Insurance Company of New York

3b. Policy Number of Entity Listed in Box 1a
R14963-000

3c. Policy Effective Period
1/1/2016 to 6/11/2024

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 6/13/2023 By Beth A. Schmidt
(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: DOC031324-03132024132026 (RES-2024-294 : Authorize Supervisor to Sign VALLEY FAB & EQUIPMENT Contract Extension - CRS

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28775 **RESOLUTION 2024-295** **ADOPTED**

Extended Sick Leave of Absence Without Pay/Highway Department

Please authorize an Extended Sick Leave of Absence Without Pay to Michael Richardson, Motor Equipment Operator at the Highway Department. Effective April 11, 2024 through October 14, 2024.

3/25/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28777 **RESOLUTION 2024-296** **ADOPTED**

Extended Sick Leave of Absence Without Pay/Highway Department

Please authorize an Extended Sick Leave of Absence Without Pay to Daniel Askey, Laborer at the Highway Department. Effective March 26, 2024 through September 30, 2024.

3/25/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28754 **RESOLUTION 2024-297** **ADOPTED**

Recreation Attendant - PT/Youth & Recreation

Recreation Attendant - PT/Youth & Recreation, Effective March 26, 2024, Temporary, $15.50 ph, Step 1 for Matthew Schrlau.

3/25/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28755 **RESOLUTION 2024-298** **ADOPTED**

Principal Clerk Typist/Planning Department

Please appoint a Principal Clerk Typist to the Planning Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 26, 2024 at an annual salary of $40,586, Grade 7, Step B for Rachel Boerschig.

This is a promotion for an employee currently serving as Senior Clerk Typist.

3/25/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28771 **RESOLUTION 2024-299** **WITHDRAWN**

Senior Wastewater Treatment Plant Operator/Eng.-Plant #16

Please appoint a Senior Wastewater Treatment Plant Operator to the Engineering Department-Plant #16. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 26, 2024 at an hourly rate of $35.11, Grade VI, Step 7.

This is a promotion for an employee currently serving as WWTP Operator.

RESULT:	**WITHDRAWN**

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28772 **RESOLUTION 2024-300** **ADOPTED**

Laborer/Youth & Recreation

Please appoint a Laborer to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 26, 2024 at an hourly rate of $17.40 ph, Grade 3, Step A for Matthew Kennedy.

Contingent upon completing all pre-employment requirements.

3/25/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28773 **RESOLUTION 2024-301** **ADOPTED**

Leave of Absence Without Pay-Police Department

Please authorize a Leave of Absence Without Pay for Military Duty, to Matthew Holt, Police Officer in the Police Department. Effective March 29, 2024 through October 13, 2024.

3/25/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28774 **RESOLUTION 2024-302** **ADOPTED**

Police Attendant - PT/Police Department

Police Attendant - PT/Police Department, Effective March 26, 2024, Temporary, $16.00 ph, Step 1 for Valencia Batista.

Contingent upon completing all pre-employment requirements.

3/25/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28780 **RESOLUTION 2024-303** **ADOPTED**

Maintenance Worker/Police Department

Please appoint a Maintenance Worker to the Police Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 26, 2024 at an hourly rate of $22.99, Grade 4, Step F for Emil Novak.

This is a promotion for an employee currently serving as Laborer.

3/25/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28781 **RESOLUTION 2024-304** **ADOPTED**

Maintenance Worker/Police Department

Please appoint a Maintenance Worker to the Police Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 26, 2024 at an hourly rate of $24.02, Grade 4, Step G for Edmund Attea, III.

This is a promotion for an employee currently serving as a Laborer.

3/25/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28786 **RESOLUTION 2024-305** **ADOPTED**

Principal Clerk Typist/Police Department

Please appoint a Principal Clerk Typist to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 26, 2024 at an annual salary of $42,499, Grade 7, Step C Kathleen Middione.

This is a promotion for an employee currently serving as Senior Clerk Typist.

3/25/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28793 **RESOLUTION 2024-306** **ADOPTED**

Clerk Typist (55A)

Please appoint and create a Clerk Typist (55A) to the Amherst Town Court. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 26, 2024, at an annual salary of $31,074, Grade 2, Step B for Amanda Freiheit.

This is a promotion for an employee currently serving as Messenger. This is a special appointment under Section 55A of the Civil Service Law.

3/25/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28800 **RESOLUTION 2024-307** **ADOPTED**

Social Caseworker - PT/Sr. Citizens/Senior Services

Please appoint a Social Caseworker - PT (Sr. Citizens)/Senior Services, Provisional, pending satisfactory completion of a Civil Service Examination. Effective March 26, 2024, $21.00 ph, Step 1 for Doris Ippolito.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

Replacing an employee who was promoted to Full-Time.

3/25/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Information Technology
Initiated by: **David J. Willer**
Co-Sponsored by: **Deputy Supervisor Shawn Lavin**

DOC ID: 28751 **RESOLUTION 2024-308** **ADOPTED**

Disposal of Obsolete Equipment

According to the Town's Property Disposition Policy (Res. 2011-1032), the Information Technology Department is requesting approval from the Town Board to dispose of an obsolete IBM AS400 Central Fire Alarm dispatch server. This server has been upgraded.

3/25/2024
Consent

FINANCIAL IMPACT:

n/a

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Information Technology
Initiated by: **David J. Willer**
Co-Sponsored by: **Deputy Supervisor Shawn Lavin**

DOC ID: 28752 **RESOLUTION 2024-309** **ADOPTED**

Request to Use Addtional Trust and Agency Funds - Account T4011

In February the Town Board authorized $750 in Trust and Agency funds for the purchase of assistive audio equipment (Resolution 2024-162) and at the March 11th Town Board Meeting the Town Board authorized an additional $1,000 for backup equipment for the Council Chambers audio visual equipment (Resolution 2024-246).

At this time we respectfully request Town Board approve to spend an additional amount up to $3,000 to replace the aging computer and video capture card which is utilized for streaming and recording meetings held in Council Chambers.

As of March 5, 2024 the account balance was $78,440.55.

3/25/2024
Consent

FINANCIAL IMPACT:

$3000 from Account T4011-4002

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 28795 **RESOLUTION 2024-310** **ADOPTED**

Travel Request for Historic Preservation Commission Members

WHEREAS, Brian Swartz and Jennifer Kensy will attend the 2024 Statewide Preservation Conference from April 15, 2024 through April 17, 2024 at a cost not to exceed $535.46; now therefore, be it

RESOLVED, the Town Board of the Town of Amherst authorizes the Town Supervisor, to authorize the attached travel requests.

3/25/2024
Consent

FINANCIAL IMPACT:

The funds necessary for the travel request are in the Historic Preservation Commission budget account number A8020-4000. The resolution will, therefore, have no impact on the Town's current budget or tax rate.

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

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☒ Travel in New York State and under $750 - Department Head Approval

☐ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☐ Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
[redacted]	HPC	PLAN.	716-440-9848

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
4/15/24	4/17/24	ROCH. NY	NYS PRESERVATION CONF.

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.67			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights 2 @ $ 139 +	$297.46	A9020-4100	
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75%			
# Breakfasts @ $			
# Lunches @ $			
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee	$0		
Other			
Subtotal	-		N/A
Contingency - 10% of subtotal or $200	-		N/A
TOTAL	$297.46		

Request Approved By:

[signature]

Department Head Signature

3/20/24

Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are

[redacted]

3/19/2024

Date

Reimbursement Approved By:

Department Head Signature — Date

Complete Shaded Area
For Expense Reimbursement

Town Board :

Town Board Resolution & Date

Attachment: HPC travel 032524 (RES-2024-310 : Travel Request HPC Members)

Revised 1.2.2024

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☑ Travel in New York State and under $750 - Department Head Approval

☐ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☐ Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
[redacted]	HPC MEMBER	PLANNING	716 998 3496

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
4/15/24	4/17/24	ROCHESTER NY	NYS PRESERVATION CONFERENCE

Expenses	Estimated	Budget A/C #	Actual
Transportation:	–		
Mileage @ $0.67	–		
Tolls	–		
Parking	–		
Local Transportation (bus/taxi)	–		
Plane/Rail/Bus	–		
Lodging:	–		
# nights 2 @ $ 119	$238.00	A8020-4000	
Meals:	–		
IRS Per Diem Per Day:	–		
1st & Last Day of Travel @ 75%	–		
	–		
# Breakfasts @ $	–		
# Lunches @ $	–		
# Dinners @ $	–		
# Incidentals @ $	–		
	–		
Registration/Conference Fee	FREE $0		
	–		
Other			
Subtotal	$238.00 -		N/A
Contingency - 10% of subtotal or $200	– -		N/A
TOTAL	$238.00 -		

Request Approved By:

Department Head Signature

3/20/24
Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

[redacted] 3/19/24
Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Town Board :

Town Board Resolution & Date

X:\Policies and Procedures\Travel\Travel Expense Reimbursement 2024

Attachment: HPC travel redacted 032524 (RES-2024-310 : Travel Request HPC Members)

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 28759 **RESOLUTION 2024-311** **ADOPTED**

Training & Travel Request IPTM Investigation of Motorcycle Crashes-Level 2

TOWN BOARD AGENDA ITEM : MARCH 25, 2024

TO: **Town Board**

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

RE: **Training & Travel Request**
IPTM Investigation of Motorcycle Crashes-Level 2

Kindly adopt a Resolution authorizing one (1) Senior Traffic Investigator to attend the above entitled training course. This course was held in Poughkeepsie, New York from March 18, 2024 through March 22, 2024. The cost for this training and travel is approximately $1,293.71.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: March 25, 2024)**

3/25/2024
Consent

FINANCIAL IMPACT:

A 3121 .4050: $220.00

A 3121 .4120: $956.10

*Contingency amount is not included in this breakdown

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

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

☒ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☐ Travel out of New York State - Department Head Approval and Town Board Approval

Name	Employee #	Department	Phone Number
[redacted]		Police	716-689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
March 18, 2024	March 22, 2024	Poughkeepsie, NY	IPTM Investigation of Motorcycle Crashes - Level 2

Expenses	Estimated	Budget A/C #	Actual
Transportation: Use of Police Car			
Mileage @ $0.67	$200.00 (Gas)	A3121.4050	
Tolls	$ 20.00	"	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
5 # nights @ $ 115.32	$576.60	A3121.4120	
Meals:			
IRS Per Diem Per Day:			
2 1st & Last Day of Travel @ 75% $51.75	$ 103.50	"	
4 # Breakfasts @ $ 16.00	$64.00	"	
4 # Lunches @ $ 17.00	$ 68.00	"	
4 # Dinners @ $ 31.00	$ 124.00	"	
4 # Incidentals @ $ 5.00	$ 20.00	"	
Registration/Conference Fee	Ø		
Other			
Subtotal	$1176.10		N/A
Contingency - 10% of subtotal or $200	$117.61		N/A
TOTAL	$1293.71		

Request Approved By:

DCW

Department Head Signature

3/18/2024

Date

Town Board :

Town Board Resolution & Date

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: RedactedTravelFormInvMotorcycleCrashesTraining3.25.2024 (RES-2024-311 : Training & Travel Request)

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 28760 **RESOLUTION 2024-312** **ADOPTED**

Training & Travel Request Tactical Team Conference & Trade Show

TOWN BOARD AGENDA ITEM : MARCH 25, 2024

TO: **Town Board**

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

RE: **Training & Travel Request**
Tactical Team Conference & Trade Show

Kindly adopt a Resolution authorizing four (4) ERT Officers to attend the above entitled training course. This course is being held in Verona, New York from April 15, 2024 through April 19, 2024. The cost for this training and travel is approximately $4,361.96.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: March 25, 2024)**

3/25/2024
Consent

FINANCIAL IMPACT:

A 3121 .4050: $220.00

A 3121 .4120: $4,141.96

*Contingency amount is not included in this breakdown

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

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

☒ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☐ Travel out of New York State - Department Head Approval and Town Board Approval

Name	Employee #	Department	Phone Number
[redacted]		Police	716-689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
April 15, 2024	April 19, 2024	Verona, NY	NYTOA - Tactical Team Conference + Trade Show

Expenses	Estimated	Budget A/C #	Actual
Transportation: Use of Police Car			
Mileage @ $0.67	$200.00 (gas)	A3121.4050	
Tolls	$20.00	"	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
8 # nights @ $ 185.00	$1480.00	A3121.4120	
Meals:			
IRS Per Diem Per Day:			
8 1st & Last Day of Travel @ 75% $44.25	$354.00	"	
12 # Breakfasts @ $ 13.00	$156.00	"	
12 # Lunches @ $ 15.00	$180.00	"	
12 # Dinners @ $ 26.00	$312.00	"	
12 # Incidentals @ $ 5.00	$60.00	"	
Registration/Conference Fee $399.99/each	$1599.96	"	
Other			
Subtotal	$4361.96		N/A
Contingency - 10% of subtotal or $200	$200.00		N/A
TOTAL	$4561.96		

Request Approved By:

ACQ

Department Head Signature

3/19/2024

Date

Town Board :

Town Board Resolution & Date

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: RedactedTravelFormNYTOATacticalTeamConf3.25.2024 (RES-2024-312 : Training & Travel Request)

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 28761 **RESOLUTION 2024-313** **ADOPTED**

Training & Travel Request Commercial Motor Vehicle Size & Weight Enforcement Training

TOWN BOARD AGENDA ITEM : MARCH 25, 2024

TO: **Town Board**

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

RE: **Training & Travel Request**
Commercial Motor Vehicle Size & Weight Enforcement Training

Kindly adopt a Resolution authorizing one (1) Senior Investigator to attend the above entitled training course. This course is being held in Albany, New York from March 26, 2024 through March 28, 2024. The cost for this training and travel is approximately $765.05.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: March 25, 2024)**

3/25/2024
Consent

FINANCIAL IMPACT:

A 3121 .4050: $165.00

A 3121 .4120: $530.50

*Contingency amount is not included in this breakdown

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

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

☒ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☐ Travel out of New York State - Department Head Approval and Town Board Approval

Name	Employee #	Department	Phone Number
[redacted]		Police	716-689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
March 26, 2024	March 28, 2024	Albany, NY	Commercial Motor Vehicle (CMV) Size and Weight Enforcement Training

Expenses	Estimated	Budget A/C #	Actual
Transportation: Police Vehicle			
2 Mileage @ $0.67	$150.00 (gas)	A3121.4050	
Tolls	$15.00	"	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
2 # nights @ $ 179	$358.00	A3121.4120	
Meals:			
IRS Per Diem Per Day: $69			
1st & Last Day of Travel @ 75% $51.75	$103.50	"	
1 # Breakfasts @ $ 16	$16.00	"	
1 # Lunches @ $ 17	$17.00	"	
1 # Dinners @ $ 31	$31.00	"	
1 # Incidentals @ $ 5	$5.00	"	
Registration/Conference Fee	0		
Other			
Subtotal	$695.50		N/A
Contingency - 10% of subtotal or $200	$69.55		N/A
TOTAL	$765.05		

Request Approved By:

Department Head Signature

3/18/2024

Date

Town Board :

Town Board Resolution & Date

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: RedactedTravelFormCommercialMVSize&WeightEnforcTraining3.25.2024 (RES-2024-313 : Training & Travel Request)

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 28762 **RESOLUTION 2024-314** **ADOPTED**

Training & Travel Request IPTM Event Data Recorder Use in Traffic Crash Reconstruction: Level 1

TOWN BOARD AGENDA ITEM : MARCH 25, 2024

TO: **Town Board**

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

RE: **Training & Travel Request**
IPTM Event Data Recorder Use in Traffic Crash Reconstruction
Level 1

Kindly adopt a Resolution authorizing one (1) Senior Investigator to attend the above entitled training course. This course is being held in Poughkeepsie, New York from March 24, 2024 through March 29, 2024. The cost for this training and travel is approximately $1,293.71.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: March 25, 2024)**

3/25/2024
Consent

FINANCIAL IMPACT:

A 3121 .4050: $220.00

A 3121 .4120: $956.10

*Contingency amount is not included in this breakdown

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

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

☒ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☐ Travel out of New York State - Department Head Approval and Town Board Approval

Name	Employee #	Department	Phone Number
[redacted]		Police	716-689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
MARCH 24, 2024	MARCH 29, 2024	POUGHKEEPSIE, NY	IPTM EVENT DATA RECORDER USE IN TRAFFIC CRASH RECONSTRUCTION LEVEL

Expenses	Estimated	Budget A/C #	Actual
Transportation: POLICE VEHICLE			
264 Mileage @ $0.67	$ 200.00 (GAS)	A3121.4050	
Tolls	$ 20.00	"	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
5 # nights @ $ 115.32	$ 576.60	A3121.4120	
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75% $51.75	$ 103.50	"	
4 # Breakfasts @ $ 16	$ 64.00	"	
4 # Lunches @ $ 17	$ 68.00	"	
4 # Dinners @ $ 31	$ 124.00	"	
4 # Incidentals @ $ 5	$ 20.00	"	
Registration/Conference Fee	$ Ø		
Other			
Subtotal	$ 1,176.10		N/A
Contingency - 10% of subtotal or $200	$ 117.61		N/A
TOTAL	$ 1293.71		

Request Approved By:

Department Head Signature

3/18/2024

Date

Town Board :

Town Board Resolution & Date

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: RedactedTravelFormIPTMEventDataRecorderUseTraining3.25.2024 (RES-2024-314 : Training & Travel Request)

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 28792 **RESOLUTION 2024-315** **ADOPTED**

Sole Source Designation & Permission to Purchase Nightforce Optics

TOWN BOARD AGENDA ITEM: MARCH 25, 2024

To: **Town Board**

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

Re: **Sole Source Designation & Permission to Purchase Nightforce Optics**

Kindly adopt a resolution authorizing the Police Department to designate Nightforce Optics as a sole source vendor for Nightforce riflescopes and accessories and allow for the purchase of these products from this vendor and its authorized dealers. A copy of their sole source letter is attached hereto.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: March 25, 2024)**

3/25/2024
Consent

FINANCIAL IMPACT:

None for the purposes of this Resolution.

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

NIGHTFORCE®

Topic: Sole Source Manufacturer
Date: 19Mar24
Attn: Amherst Police Dept-Pam Thurston
Prepared By: Sonny Rossini, MIL-GOV-LE Law Enforcement Channel Manager

Pam,

This letter is to certify that Nightforce Optics is the Sole Source Manufacturer of Nightforce riflescopes and accessories with a large majority of them being **Made in the USA** at our manufacturing facility in Orofino, Idaho. As a result of our investment in innovation, we have created a portfolio of intellectual property rights to include:

- Patented Technology
- Trademarks
- Copyrights

While we do have approximately 400 dealers of our product throughout the United States who resell our product, they have an agreement in place that they will abide by selling at, or above, Minimum Advertised Price (MAP).

Through direct sales with Nightforce Optics, we can guarantee the best service, best price, and most expedient delivery of our products, coupled with unmatched industry knowledge and support.

Best Regards,

Sonny Rossini
MIL-GOV-LE
Law Enforcement Channel Manager

Nightforce Optics, Inc. | MIL-GOV-LE Office | 336 Hazen Lane | Orofino, ID 83544
Phone: 706.460.5489 | www.NightforceOptics.com |
Nightforce Optics, Inc. | Corporate Office | 336 Hazen Lane | Orofino, ID 83544
Phone: 208.476.9814
Format Revision Date: April 2023

Attachment: SoleSourceItrNightForce3.25.2024 (RES-2024-315 : Sole Source Designation & Permission to Purchase)

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 28758 **RESOLUTION 2024-316** **ADOPTED**

Request for Additional Funds 2024 APD Safety Education & Community Policing Trust Account

TOWN BOARD AGENDA ITEM: MARCH 25, 2024

TO: **Town Board**

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

RE: **Request for Additional Funds**
2024 APD Safety Education & Community Policing Trust Account

Kindly adopt a resolution authorizing the approval to spend additional funds, up to $8,000.00, from T4012 APD Safety Education & Community Policing Trust Account.

Thank you.

SPC:msl
C: Tim Koller, Deputy Town Clerk **(Agenda Item: March 25, 2024)**

3/25/2024
Consent

FINANCIAL IMPACT:

T4012: $8,000.00

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 28765 **RESOLUTION 2024-317** **ADOPTED**

Contract Extension: Police and Fire Control Uniforms United Uniform Distribution, LLC (CRS#4664)

TOWN BOARD AGENDA ITEM: MARCH 25, 2024

TO: **Town Board**

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

RE: **Contract Extension: Police and Fire Control Uniforms United Uniform Distribution, LLC (CRS#4664)**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached two-year contract extension between the Town of Amherst (Police) and United Uniform Distribution, LLC, with regard to the above-entitled matter. The original contract (CRS#3210) was approved on March 28, 2022 (TB Resolution #2022-323). This contract extension has successfully completed the Contract Routing System

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: March 25, 2024)**

3/25/2024
Consent

FINANCIAL IMPACT:

A 3121 .4420: Amount TBD

A 3020 .4420: Amount TBD

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

AMHERST POLICE DEPARTMENT
500 JOHN J. AUDUBON PARKWAY
AMHERST, NEW YORK 14228
716-689-1322
FAX 716-689-1310
SCOTT P. CHAMBERLIN
CHIEF OF POLICE

CONTRACT EXTENSION

United Uniform Distribution, LLC agrees to extend the current contract with the Town of Amherst for "Police and Fire Control Uniforms" under the same pricing, terms and conditions (Bid# 2022-004; CRS-CMS ID#3210/3012).

This contract will be extended for a two-year period from March 28, 2024 to March 27, 2026.

Agreed to and Accepted By:

United Uniform Distribution, LLC

Dated: 2/20/24

Brian J. Kulpa, Supervisor
Town of Amherst

Dated: _____

Attachment: UnitedUniformSignedExtension3.2024 (RES-2024-317 : Contract Extension: United Uniform (CRS# 4664))

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 28778 **RESOLUTION 2024-318** **ADOPTED**

Auction of Police Department Surplus Equipment & Disposal of Obsolete Item

TOWN BOARD AGENDA ITEM: MARCH 25, 2024

To: **Town Board**

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

Re: **Auction of Police Department Surplus Equipment & Disposal of Obsolete Item**

Kindly adopt a resolution authorizing the Police Department to take the following vehicles and equipment out of service and allow for their sale at auction:

Police Department Vehicles to be sold at auction:

Year/Make/Model	VIN Number	Estimated Value
2017 Ford Explorer-K9 Unit	1FM5K8AR9HGC07304	$8,000.00
2016 Ford Explorer-K9 Unit	1FM5K8AR9GGA04377	$8,000.00

Police Department Equipment to be sold at auction:

Type of Equipment	Serial Number	Estimated Value	Condition
Remington License Plate Reader MPH900 Split Analog	82759-82939E01-84445E02	$500.00	Fair

Upon the sale of the above items, proceeds will be placed into the Police Department Auction Revenue account A 3120.02617.

Obsolete Police Department Equipment for Disposal

Type of Equipment	Estimated Value	Condition
(1) DOJ Whiteboard Sharp 80 in LED	$0	Poor/Inoperable

Thank you.

SPC:msl
C: Tim Koller, Deputy Town Clerk **(Agenda Item: March 25, 2024)**

3/25/2024
Consent

FINANCIAL IMPACT:

A 3120 .02617: Revenue/Amount TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 28784 **RESOLUTION 2024-319** **ADOPTED**

Contract Extension: Milo Range Training System Town of Tonawanda Police Department (CRS#4661)

TOWN BOARD AGENDA ITEM: MARCH 25, 2024

TO: **Town Board**

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

RE: **Contract Extension: Milo Range Training System Town of Tonawanda Police Department (CRS#4661)**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached five-year contract extension between the Town of Amherst (Police) and the Town of Tonawanda Police Department, with regard to the above-entitled matter. The original contract (CRS#1408) was approved on May 6, 2019 (TB Resolution #2019-597). This contract extension has successfully completed the Contract Routing System

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: March 25, 2024)**

3/25/2024
Consent

FINANCIAL IMPACT:

A3122 .05001: Amount TBD

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

MEMORANDUM OF UNDERSTANDING FIRST TIME EXTENSION
USE OF THE MILO RANGE TRAINING SYSTEM

Let this document serve as a five (5) year extension of the Memorandum of Understanding between the Town of Amherst (Police Department) and the Town of Tonawanda (Police Department), dated May 31, 2019, (CRS#1408) under the same terms and conditions as stated in the original MOU. This extension period will run from June 1, 2024 through May 31, 2029.

Agreed to and Accepted By:

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Agreed to and Accepted By:

TOWN OF TONAWANDA

By: Gina Santa Maria
Joseph H. Emminger, Supervisor
Gina Santa Maria, Deputy Supervisor

Date: 2/26/24

Attachment: Milo Range MOU Signed for CRS Routing (RES-2024-319 : Contract Extension: Milo Range Training System (CRS# 4661))

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 28785 **RESOLUTION 2024-320** **ADOPTED**

Agreement to Purchase LiveScan System Upstate Wholesale Systems, Inc Dba Brite (CRS#4684)

TOWN BOARD AGENDA ITEM: MARCH 25, 2024

TO: **Town Board**

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

RE: **Agreement to Purchase LiveScan System**
Upstate Wholesale Systems, Inc dba Brite (CRS#4684)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and Upstate Wholesale Systems, Inc. dba Brite (CRS#4684) 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: March 25, 2024)**

3/25/2024
Consent

FINANCIAL IMPACT:

A 3123 .04389: $17,084.00

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

Attachment: UpdatedBriteLivescanContractforCRSRouting3.19.2024 (RES-2024-320 : Agreement to Purchase LiveScan System (CRS# 4684))

We have prepared a quote for you

Amherst PD, NY - LiveScan 500

Quote # 005787
Version 1

Prepared for:

Amherst Police Department - NY

Richard Phillips
rphillips@apdny.org

Thursday, February 29, 2024

Amherst Police Department - NY
Richard Phillips
500 John James Audubon Pkwy
Amherst, NY 14228
rphillips@apdny.org

Dear Richard,

Thank you for the opportunity to provide this quote for one (1) LiveScan 500 system for Amherst Police Department. The necessary components of this system include the following.

- LScan compact tenprint scanner and palm scanner w/ one-year hardware warranty

- Canon EOS Rebel T7 camera

- Power2000 AC & DC coupler kit

- Bescor motorized pan & tilt head kit

- Topaz signature capture pad

- Lenovo ThinkCentre desktop computer

- Lenovo ThinkVision LCD monitor

- EM Systems software license

Key features of HID's LiveScan systems include, but are not limited to, the following.

- Rapid and error-free image capture with patented Auto-Capture feature

- Increase efficiency to automatically capture fingerprints and palms regardless of positioning on the platen

- Reliable, superior image quality in 500 PPI resolution

- Reduce capture time with intuitive user guidance and smart buttons

My company, Upstate Wholesale Systems, Inc. d/b/a Brite, is the nation's largest public safety technology integrator, with over 1 years of industry experience. We have successfully deployed nine (9) HID LiveScan systems in Erie County, NY since 01/01/2023. We have a wealth of industry knowledge and experience, including a full-time public safety engineering team, and headquartered in Victor, NY, we are well-positioned to provide ongoing training and warranty support.

Thank you again for the opportunity to provide this quote, and I greatly appreciate your consideration.

Tucker Beneville
Account Executive - Public Safety
Brite

Attachment: UpdatedBriteLivescanContractforCRSRouting3.19.2024 (RES-2024-320 : Agreement to Purchase LiveScan System (CRS# 4684))

Items

Product Details		Qty	Price	Ext. Pri
920189-01US	**HID Crossmatch LScan 500 - FBI Appendix F certified scanner - Ten-print and Palm-print scans – Flats, Palm & Rolled Fingers - 500ppi resolution - USB Interface**	1	$10,694.00	$10,694.
930174	**HID CMT ADVANTAGE MAINT, YR 1, HW - L SCAN 1000, L SCAN 500, DEVICE ONLY-DOMESTIC - 12 months**	1	$1,575.00	$1,575.
2727C002	**Canon EOS Rebel T7 DSLR Camera with 18-55mm Lens**	1	$599.00	$599.
AC-LPE10	**Power2000 AC-LPE10 AC Adapter and DC Coupler Kit**	1	$22.00	$22.
MP-1AC	**Bescor MP-1AC Motorized Pan & Tilt Head Kit**	1	$160.00	$160.
T-LBK460-HSB-R	**Topaz Systems Topaz SigLite T-L460 Electronic Signature Capture Pad - Backlit LCD - 4.40" x 1.30" Active Area LCD - Backlight - USB - 410 PPI INCLUDES SIGPLUS SW**	1	$345.00	$345.
11T8003CUS	**Lenovo ThinkCentre M70s Gen 3 Desktop Computer - Intel Core i5 12th Gen i5-12400 Hexa-core (6 Core) 2.50 GHz - 16 GB RAM DDR4 SDRAM - 256 GB NVMe M.2 PCI Express PCI Express NVMe 4.0 x4 SSD - Small Form Factor - Black - Intel Q670 Chipset Chip**	1	$959.00	$959.
62C8MAR4US	**Lenovo ThinkVision E24-28 23.8" Full HD WLED LCD Monitor - 16:9 - Raven Black - 24" Class - In-plane Switching (IPS) Technology - 1920 x 1080 - 16.7 Million Colors - 250 Nit - 4 ms - 60 Hz Refresh Rate - HDMI - VGA - DisplayPort**	1	$230.00	$230.
FP_CAPTURE	**EM Systems Capture Workstation Software License**	1	$2,500.00	$2,500.
			Subtotal:	$17,084.

Attachment: UpdatedBriteLivescanContractforCRSRouting3.19.2024 (RES-2024-320 : Agreement to Purchase LiveScan System (CRS# 4684))

Brite

Amherst PD, NY - LiveScan 500



Prepared by:

Brite

Tucker Beneville
585.869.6010
Fax 585-758-0222
tbeneville@brite.com

Prepared for:

Amherst Police Department - NY

500 John James Audubon Pkwy
Amherst, NY 14228
Richard Phillips
(716) 983-0244
rphillips@apdny.org

Quote Information:

Quote #: 005787

Version: 1
Delivery Date: 03/19/2024
Expiration Date: 04/30/2024

Quote Summary

Description	Amount
Items	$17,084.00
Total:	$17,084.00

- Agreed upon payment terms: NET 30
- Any changes to the orders after acceptance may result in additional fees.
- Any returns must be accompanied by a return authorization and will be subject to restocking fees.
- Any returns must be approved with 30 days of shipping dates
- All services will be invoiced upfront and efforts debited against the units described above.
- All Professional Services credits are valid for a period of 1 year from time of purchase and shall be planned in advance with a minimum of four (4) week notice period
- All hardware and accessories will be invoiced when shipped.
- All software will be invoiced upon delivery of license.
- All subscriptions will be invoiced when activated.
- ~~Terms and conditions listed within a Master Services Agreement or Statement of Work supersede any listed here.~~ TB
- Travel costs will be billed separately unless otherwise stated.
- All support is considered manufacturers depot warranty support unless otherwise stated.
- All taxes on this quote are estimated. Appropriate taxes will be calculated and included at the time of Invoice.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Amherst Police Department - NY

Signature: _____

Name: Richard Phillips

Date: _____

Attachment: UpdatedBriteLivescanContractforCRSRouting3.19.2024 (RES-2024-320 : Agreement to Purchase LiveScan System (CRS# 4684))

Attachment: UpdatedBriteLivescanContractforCRSRouting3.19.2024 (RES-2024-320 : Agreement to Purchase LiveScan System (CRS# 4684))

Consultant Major Exposure Addendum to Contract

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 Consultants 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, Consultant 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 Consultant its officers, agents, sub-Consultants, and/or employees as well as the negligence, active or passive, of the Consultant, its officers, agents, sub-Consultants, and/or employees.

4. Consultant 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: Consultant 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: Consultant 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) Consultant shall furnish the above insurances, including sub-Consultants' 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) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-

Consultant or sub-sub Consultant shall name the Town as an additional insured on a primary and non-contributory basis.

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 Consultant 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 Consultant 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 Consultant, in accordance with its status as an independent Consultant, 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: UpdatedBriteLivescanContractforCRSRouting3.19.2024 (RES-2024-320 : Agreement to Purchase LiveScan System (CRS# 4684))

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:

Upstate Wholesale Supply Inc. dba Brite
Print Name of Company

By: Jaclyn Kramer
Signature

Jaclyn Kramer
Printed name

Date: 3/13/2024

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: UpdatedBriteLivescanContractforCRSRouting3.19.2024 (RES-2024-320 : Agreement to Purchase LiveScan System (CRS# 4684))

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: Upstate Wholesale Supply, Inc. dba Brite

Signature: Jaclyn Kramer

Print Name: Jaclyn Kramer

Title: Controller

Date: 3/13/2024

Sworn To Before Me This

13th Day of March, 2024

Notary Public

Brittany L Slator
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SL6410724
Qualified in Monroe County
Commission Expires November 2, 2024

Revised 4.2017

Attachment: UpdatedBriteLivescanContractforCRSRouting3.19.2024 (RES-2024-320 : Agreement to Purchase LiveScan System (CRS# 4684))

CERTIFICATE OF LIABILITY INSURANCE

DATE (M
03/07/2024

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
Brown & Brown Insurance Services, Inc.
45 East Avenue
Rochester NY 14604

CONTACT NAME: Chad Powley
PHONE (A/C, No, Ext): (585) 232-4424 **FAX (A/C, No):**
E-MAIL ADDRESS: Chad.Powley@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Citizens Insurance Company of America	31534
INSURER B : Allmerica Financial Benefit Insurance Company	41840
INSURER C : The Hanover Insurance Company	22292
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Upstate Wholesale Supply Inc, DBA: Brite Computers
7647 Main Street Fishers
Victor NY 14564

COVERAGES **CERTIFICATE NUMBER:** 2024 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		ZBS D806105-05	03/01/2024	03/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AWS D842466-05	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			UHS D806106-05	03/01/2024	03/01/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		W2S D80911-05	03/01/2024	03/01/2025	[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

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 when required by written 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

Attachment: UpdatedBriteLivescanContractforCRSRouting3.19.2024 (RES-2024-320 : Agreement to Purchase LiveScan System (CRS# 4684))

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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)
UPSTATE WHOLESALE SUPPLY INC. DBA BRITE COMPUTERS
7647 MAIN STREET FISHERS
VICTOR, NY 14564

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

1c. Federal Employer Identification Number of Insured or Social Security Number
161382350

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main St
Williamsville, NY 14221

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL622175

3c. Policy effective period
10/01/2023 to 09/30/2024

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 3/7/2024 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

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 have 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: UpdatedBriteLivescanContractforCRSRouting3.19.2024 (RES-2024-320 : Agreement to Purchase LiveScan System (CRS# 4684))

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: UpdatedBriteLivescanContractforCRSRouting3.19.2024 (RES-2024-320 : Agreement to Purchase LiveScan System (CRS# 4684))

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
Upstate Wholesale Supply Inc 7647 Main Street Fishers Victor, NY 14564	(800)333-0498 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 161382350
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main St Williamsville, NY 14221	3a. Name of Insurance Carrier Allmerica Financial Benefit Insurance Company 3b. Policy Number of Entity Listed in Box "1a" W2S D80911-05 3c. Policy effective period 3/1/2024 to 3/1/2025 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: Laura Drager
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  3/7/2024
(Signature) (Date)

Title: Commercial Lines Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (585) 232-4424

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: UpdatedBriteLivescanContractforCRSRouting3.19.2024 (RES-2024-320 : Agreement to Purchase LiveScan System (CRS# 4684))

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: UpdatedBriteLivescanContractforCRSRouting3.19.2024 (RES-2024-320 : Agreement to Purchase LiveScan System (CRS# 4684))

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 03/07/2024

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 Brown & Brown of New York, Inc. 45 East Avenue Rochester NY 14604	**CONTACT NAME:** DanaMarie Mannella **PHONE (A/C, No, Ext):** (585) 232-4424 **FAX (A/C, No):** **E-MAIL ADDRESS:** DanaMarie.Mannella@bbrown.com
INSURED Upstate Wholesale Supply, Inc., DBA Brite 7647 Main Street Fishers Victor NY 14564	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Lloyd's Syndicate 2623 (Beazley Furlonge Limited) **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** Cyber & TEch **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	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/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	$ $ $
A	Cyber Liability Technology Professional Liability			W32034230201	04/01/2023	04/01/2024	Cyber Limit Tech Prof Limit Policy Aggregate	$5,000,000 $5,000,000 $5,000,000

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

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

Attachment: UpdatedBriteLivescanContractforCRSRouting3.19.2024 (RES-2024-320 : Agreement to Purchase LiveScan System (CRS# 4684))

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 28789 **RESOLUTION 2024-321** **ADOPTED**

HVAC Custom Preventative Maintenance at APD Bailey Training Facility U&S Services, LLC (CRS #4671)

TOWN BOARD AGENDA ITEM: MARCH 25, 2024

TO: **Town Board**

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

RE: **HVAC Custom Preventative Maintenance at APD Bailey Training Facility**
U&S Services, LLC (CRS #4671)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and U&S Services, LLC (CRS#4671) with regard to the above-entitled matter. This contract has successfully completed the Contract Routing System

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: March 25, 2024)**

3/25/2024
Consent

FINANCIAL IMPACT:

A 3122 .4220: 2024: $1,800.00/ 2025: $1,830.00/ 2026: $1,860.00

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

Stark TECH

Integration

EMERGENCY SERVICE HOTLINE

Technical support is available 24 hours a day, 7 days per week

(716) 693-4490

INSURANCE
U&S Services shall provide all insurance as requested to prove workers compensation and liability coverage.

WORK REQUESTS
A record of all service work requests shall be kept. The owner shall receive a copy of the record at the time of completion of the work.

SOFTWARE MODIFICATIONS
A software modification is defined as a change to the sequence of operation of the equipment, a change in the occupancy schedules, or any adjustment to the software including personnel record adjustments.

TIME AND MATERIAL WORK
The owner/owner's representative shall provide U&S Services a purchase order for any work that is not included in the preventive maintenance agreement. No work will be performed without a written authorization or purchase order.

LIMITATIONS
This service agreement does not include any material or work required because of damage to the system by lightning, water, temperature, hackers, viruses, vandalism, electrical surges, or other factors which do not constitute normal wear out or breakdown. U& S Services is not responsible for any consequential damage of property caused by system malfunction. This agreement is limited to the system installed as it is on the date of this proposal. Additions shall be renegotiated on an annual basis.

NO HIRE CLAUSE
The customer understands that U&S Services has considerable time and expenses in training our technical staff. Therefore, the customer shall not during this agreement and for 90 days after, retain any of our employees on a full-time, part-time, or as an independent contractor under any circumstances without written consent by U&S Services. If the customer does, the customer agrees to pay U&S Services an amount equal to the employee's latest annual salary.

EQUIPMENT AVAILABLITY
U&S Services shall make available all currently supported equipment that was provided by U&S Services. That which is no longer supported shall be supported to the best of our ability.

ANTI-VIRUS SOFTWARE
U&S Services is not responsible for anti-virus software implementations, anti-virus software upgrades, Microsoft fix packs, or any other software that may reside on the workstation(s)/file server(s) not directly related to the operation of the system, but causes malfunction of the system.

Because of the susceptibility of computers to damage from external sources in the form of computer viruses, malware, and various forms of network service attacks, we highly recommend that you meet the requirements for protecting these machines and we are available to discuss these issues.

Attachment: ContractforCRSRouting 3.2024 (RES-2024-321 : HVAC Preventative Maint. Bailey Training Facility (CRS #4671))

Stark TECH

Integration

OPTION 1: BASIC

- Complete system preventive maintenance inspection plan
- Telephone support
- Current preferred labor rate
- Training (4 hours) onsite during preventive maintenance Inspection
- Consultation with technician to discuss owner's concerns

PREVENTIVE MAINTENANCE TASKS (as applicable per contract options & equipment)

1. **SERVER**
    a. Review logs, disk space, drive status & processor usage
    b. Confirm operation of the server's physical components and clean as necessary
    c. Perform complete data back-up, reboot, and verify operational
2. **WORKSTATION(S)**
    a. Review logs, disk space, drive status & processor usage
    b. Back-up local badge templates, personnel info, etc.
    c. Confirm operation of the server's physical components and clean as necessary
    d. Test alarm transmission and remote connectivity
    e. Perform complete data back-up, reboot, and verify operational
3. **DDC SYSTEM**
    a. Verify each field input/output is operational through data acquisition.
    b. System software shall be inspected. All major equipment schedules shall be reviewed, and recommendations shall be discussed with the owner.
    c. Inspect network.
    d. Calibrate gaseous, relative humidity, and temperature sensors as needed.
    e. Inter panel connections shall be inspected and re-tightened as necessary.
    f. Where applicable, system diagnostics shall be run.
    g. Run battery load test.

OPTION 2: PLUS

1. Add complete labor coverage for all repairs or replacements due to failure.
2. Add loaner equipment.
3. Add manufacturer's revision upgrades within version. Major version software upgrades will be quoted separately.

OPTION 3: PREMIUM

1. Add material coverage for all repairs or replacements due to failure.

OTHER/CUSTOM

1. Customer special request.

Attachment: ContractforCRSRouting 3.2024 (RES-2024-321 : HVAC Preventative Maint. Bailey Training Facility (CRS #4671))

Stark TECH

Integration

INCLUDED COVERAGE	BASIC	PLUS	PREMIUM
PREVENTIVE MAINTENANCE			
Server			✓
Workstation(s)			✓
DDC System			✓
CORRECTIVE SUPPORT			
Phone support - 24-hour hotline			✓
ONSITE REPAIR COVERAGE			
Labor and travel			✓
Repair material parts			✓
Performance during normal business hours			✓
Performance on weekends, holidays, and after hours			✓
OTHER/CUSTOM SERVICES: Includes one (1) Preventative maintenance inspection			

SERVICE CONTRACT INFORMATION

- Service call hours are defined as hours during normal business hours (7:30 AM – 4:30 PM) that must be performed either onsite or remotely. Remote service is defined as work not done at the customer's facility but through an internet connection.

- For service calls needing immediate attention outside the normal business hours please call (716) 693-4490 where a service representative can be reached always. U&S Services guarantees a voice response within 30 minutes, a remote response (if applicable) within 2 hours, and an onsite response as agreed upon with the owner at the time of the call.

- U&S Services shall charge for those hours expanded outside normal working hours as follows:
  - BASIC agreements will be charged the current standard rate multiplied by 1.5
  - PLUS agreements will only be charged for material
  - PREMIUM agreements will not be charged

U&S Services provide choices to meet your financial and operational challenges. We are prepared to work with you to define exactly what your building performance goals are and customize a plan to deliver those goals.

Attachment: ContractforCRSRouting 3.2024 (RES-2024-321 : HVAC Preventative Maint. Bailey Training Facility (CRS #4671))

Integration

DATE: 02/14/2024

CUSTOMER: Town of Amherst

ATTENTION: Jamie Anable

LOCATION(S): Town of Amherst Police Training Center
4220 Bailey Avenue, Buffalo, NY 14226

SPECIAL CONDITIONS/PROVISIONS:

1. Pricing per NTS Contract PT69752, Lot 2, Regions 1-9.

DURATION: This agreement shall remain in effect for an original term of (3) years beginning February 15, 2024, and from year to year thereafter unless at least 30 days prior to the expiration date of the original term or any extended term, either party gives the other written notice of its intention to terminate the agreement.

PRICE AND PAYMENT TERMS:

Customer shall pay annually in advance.

01/01/2024 – 12/31/2024	$1,800.00
01/01/2025 – 12/31/2025	$1,830.00
01/01/2026 – 12/31/2026	$1,860.00

ADDITIONAL PRICE PAYMENT TERMS: New York State sales tax is not included in this agreement. Tax exempt organizations must supply U&S Services with a current Form ST 119.1 each year to comply with NYS tax laws. If this exempt organization certificate is not supplied New York State tax will be charged on invoices.

This Proposal is valid for 120 days from the date of this proposal.

U & S Services, LLC

By: Patricia E Corrigan	By:
Signature Patricia E Corrigan	Signature
Title Client Solutions Representative	Title
Date 2/14/2024	Date

Attachment: ContractforCRSRouting 3.2024 (RES-2024-321 : HVAC Preventative Maint. Bailey Training Facility (CRS #4671))

November 22, 2023

Town of Amherst
Town hall
5583 Main Street
Amherst, NY 14228

Dear Mr. Rizzo:

At the request of U&S Services I would like to confirm that U&S Services is the only authorized Schneider Electric Building Division Partner representing the Andover product line in the eight (8) western counties of the state of New York.

U&S Services has been a representative for Schneider Electric for better than 30 years and has been consistently ranked as one of our top performing Partners. They have been factory trained and have the full support of Schneider Electric for the sales, service, and installation of our products. I am sure that they will be able to provide you the level of support that you require.

If you have any questions or would like to discuss further, please feel free to contact me

Sincerely,

Frank Yoder

Frank Yoder
Regional Partner Expert
Northeast Partners
Frank.Yoder@schneider-electric.com
(302) 212-9255

Schneider **Electric | Buildings Business**
1650 West Crosby Road
Carrollton, TX 75006 USA
Tel. +1 972 323 1111 Fax +1 972 242 0026
www.schneider-electric.com/buildings

Attachment: ContractforCRSRouting 3.2024 (RES-2024-321 : HVAC Preventative Maint. Bailey Training Facility (CRS #4671))

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: ContractforCRSRouting 3.2024 (RES-2024-321 : HVAC Preventative Maint. Bailey Training Facility (CRS #4671))

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: ContractforCRSRouting 3.2024 (RES-2024-321 : HVAC Preventative Maint. Bailey Training Facility (CRS #4671))

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:

U & S Services LLC
Print Name of Company

By: Patricia Corrigan
Signature

Patricia E Corrigan
Printed Name

Date: 3/11/2024

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: ContractforCRSRouting 3.2024 (RES-2024-321 : HVAC Preventative Maint. Bailey Training Facility (CRS #4671))

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: U & S Services, LLC

Signature: Patricia E Corrigan

Print Name: Patricia E Corrigan

Title: Client Solutions Rep

Date: 3/11/2024

Sworn To Before Me This

11th Day of March, 2024

NOREEN ANN STICKNEY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01ST6064162
Qualified in Niagara County
My Commission Expires 9-17-25

Noreen Ann Stickney
Notary Public

Attachment: ContractforCRSRouting 3.2024 (RES-2024-321 : HVAC Preventative Maint. Bailey Training Facility (CRS #4671))

U&SSERV-01 TBR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2023

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 License # 1009544
Lawley Construction Solutions
361 Delaware Avenue
Buffalo, NY 14202

CONTACT NAME: Traci Brzezinski
PHONE (A/C, No, Ext): (716) 849-8217 8217 FAX (A/C, No): (716) 849-8291
E-MAIL ADDRESS: tbrzezinski@lawleyinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Co	16535
INSURER B : American Zurich Insurance Co	40142
INSURER C : Ace American Ins Co-BONDS only	
INSURER D : Merchants National Insurance	12775
INSURER E : Princeton Excess & Surplus Ines Insurance Co	10786
INSURER F :	

INSURED
U&S Services LLC
95 Stark Street
Tonawanda, NY 14150

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 Contractual Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GLO509899703	5/1/2023	5/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYEE BENEFI	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			BAP509899803	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			N10841872010	5/1/2023	5/1/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC509899603	5/1/2023	5/1/2024	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
D	Excess Liability			EXL0001357	5/1/2023	5/1/2024	5,000,000	5,000,000
E	Excess Liability			60A3FF0000613-00	5/1/2023	5/1/2024	5,000,000	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured and Waiver of Subrogation coverage shown above and marked with an X. Terms set forth as evidenced by the attached endorsement(s) identified on the ACORD 101.

CERTIFICATE HOLDER

Town of Amherst
Amherst Town Hall
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

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Attachment: ContractforCRSRouting 3.2024 (RES-2024-321 : HVAC Preventative Maint. Bailey Training Facility (CRS #4671))

AGENCY CUSTOMER ID: U&SSERV-01 TBRZZZINSKI
LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 1009544	NAMED INSURED
Lawley Construction Solutions		U&S Services LLC 95 Stark Street Tonawanda, NY 14150
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

When required by executed written contract the following:
endorsements apply:

General Liability:

CG2503 (05/09) Designated Construction Project(s) General Aggregate Limit
CG2032 (04/13) Additional insured - Engineers, Architects, or Surveyors Not engaged by Named Insured
CG2007 (04/13) Additional insured - Engineers, Architects, or Surveyors
UGL1060 (04/13) Additional Insured - Lessor of Leased Equipment
UGL2162 Additional Insured - Automatic --Owners, Lessees Or Contractors
UGL925B CW (12/01) Waiver of Subrogation (Blanket) Endorsement

Auto:
CA2048 (10/13) - Designated Insured
CA2001 - Additional Insured - All Lessors
UCA424GNY - Coverage Extension Endorsement

Worker's Compensation:
WC00 03 13 (4/84) Waiver of Our Right To Recover From Others Endorsement

Umbrella (Ace American):
XS-41864 - Waiver of Our Right to Recover Payment
XS-41851- Aggregate Limits of Insurance (Per Project)
XS-41887A - Other Valid and Collectible Insurance (Additional Insured)

Excess Liability (Merchants):
MN-02 – Per Project Aggregate
EX87140910 – Primary and Non-Contributing Insurance
CX0001 – Commercial Excess Liability Coverage Form

Excess Liability (Princeton):
General Endorsement - Per Project Aggregate Limit of Insurance with Aggregate
CXE 01 16 02 10 Policy Changes - Primary and Non-Contributing Insurance
CX0001 – Commercial Excess Liability Coverage Form

Attachment: ContractforCRSRouting 3.2024 (RES-2024-321 : HVAC Preventative Maint. Bailey Training Facility (CRS #4671))

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (Use street address only)	1b. Business Telephone Number of Insured
U&S Services LLC 95 Stark Street Tonawanda, NY 14150	716-693-4490 **1c. NYS Unemployment Insurance Employer Registration Number of Insured**
Work Location of Insured *(Only required if coverage is specifically limited to certain location in New York State, i.e. a Wrap-Up Policy)*	**1d. Federal Employer Indentification Number of Insured or Social Security Number** 81-5324510
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)	**3a.Name of Insurance Carrier**
Town of Amherst 5583 Main Street Williamsville, NY 14221	American Zurich Insurance Co **3b. Policy Number of entity listed in box "1a":** WC 5098996-03 **3c. Policy effective period:** 5/1/2023-5/1/2024 **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: **William Lawley Jr.**
(Print name of authorized representative or licensed agent of insurance carrier)

Approved By: _____ 12/22/23
(Signature) (Date)

Title: Managing Partner

Telephone Number of authorized representative or licensed agent of insurance carrier: CarrierPhone

Please Note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17) **www.wcb.ny.gov**

Attachment: ContractforCRSRouting 3.2024 (RES-2024-321 : HVAC Preventative Maint. Bailey Training Facility (CRS #4671))

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering 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.

C-105.2 (9-17) REVERSE

Attachment: ContractforCRSRouting 3.2024 (RES-2024-321 : HVAC Preventative Maint. Bailey Training Facility (CRS #4671))

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)
U & S Services LLC
95 Stark Street
Tonawanda NY 14150

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
716-693-4490

1c. Federal Employer Identification Number of Insured or Social Security Number
16-1364177

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main Street
Williamsville, NY 14221

3a. Name of Insurance Carrier
Guardian Life Insurance Co of America

3b. Policy Number of Entity Listed in Box "1a"
00970362STD

3c. Policy effective period
01/01/2024 to 01/01/2025

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 12/26/2023 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (716) 849-8618 Name and Title William Lawley, Jr., Principal

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 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 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: ContractforCRSRouting 3.2024 (RES-2024-321 : HVAC Preventative Maint. Bailey Training Facility (CRS #4671))

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: ContractforCRSRouting 3.2024 (RES-2024-321 : HVAC Preventative Maint. Bailey Training Facility (CRS #4671))

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 28790 **RESOLUTION 2024-322** **ADOPTED**

APD HQ Entranceway Flooring Replacement GP Flooring Solutions (CRS#4689)

TOWN BOARD AGENDA ITEM: MARCH 25, 2024

TO: **Town Board**

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

RE: **APD HQ Entranceway Flooring Replacement**
GP Flooring Solutions (CRS#4689)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute an agreement between the Town of Amherst (Police) and GP Flooring Solutions (CRS#4689) 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: March 25, 2024)**

3/25/2024
Consent

FINANCIAL IMPACT:

A 3120 .4220: $8,533.11

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

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
Main Stairwell, Fire Control & Employee Entrance - sheet vinyl
Amherst, NY 14228
Contact: Jamie Anable 716 435-8669

Proposal #	21468
Customer PO	
Contract #	PC69409
Date	2/29/2024
Sales Person	Tim Glassbrool
Designer	

Type		Quantity	Product Description	Color / Item Number	Price	T
Vinyl Resilient	Mat	50 SqYd	Mannington - Entwined - Suber 6'x75' Sheet Vinyl	Kamala (ETW455)	$44.76	$2,238
	Lab	50 SqYd	Install Sheet vinyl		$25.58	$1,279
Notes		Bottom landings only - Main, Chief, Fire & employee				
Carpet	Mat	16 SqYd	Ruffian II	TBD	$72.80	$1,164
	Lab	16 SqYd	Install Carpet tile - walk off tile		$11.25	$180
Notes		SVU Entrance & Employee Entrance Foyer				
Accessories	Mat	8 Each	Schonox SL Patch 10 lb (GP)	10 lb		
	Lab	426 SqFt	(2) 1/8" skim coat for sheet vinyl installation		$2.71	$1,154
Adhesive	Mat	1 Each	Mannington V-88 Pressure Sensitive Adhesive- 4 gal		$212.89	$212
Notes		Adhesive				
Accessories	Mat	1 Each	Mannington Weld Rod	Kamala (ETW455)	$36.62	$36
	Lab	48 LnFt	Heat Weld Seams		$6.29	$301
Wall Base	Mat	120 LnFt	Roppe - 700 series wall base - 6" cove base - coil (9 cases)	Charcoal	$1.80	$216
	Lab	120 LnFt	Install 6" cove base		$2.78	$333
Notes		wall base				
Transition	Mat	1 PC	Carpet to resilient transition	Black or Charcoal		
	Lab	12 LnFt	Install transitions in doorways		$3.75	$45
Notes		Installation of Transitions				
Adhesive	Mat	2 Each	MR-101 - Cove base adhesive	30oz Cartridge	$8.96	$17
Labor						
	Lab	426 SqFt	Remove rubber tile		$2.65	$1,128
Labor						
	Lab	128 SqFt	Remove scrap old adhesive		$1.00	$128
Labor						
	Lab	120 LnFt	Removal of existing wall base		$0.80	$96
Unclassified	Mat	1 Each	Freight & Delivery			
Notes		Freight to GP warehouse Delivery to Amherst Police				

Attachment: Quote (RES-2024-322 : APD HQ Entranceway Flooring Replacement (CRS#4689))

Type	Quantity	Product Description	Color / Item Number	Price	Total

Information

Prevailing Wage

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

Contract Total	$8,533
Sales Tax	
Grand Total	$8,533

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-2024-322 : APD HQ Entranceway Flooring Replacement (CRS#4689))

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 28791 **RESOLUTION 2024-323** **WITHDRAWN**

Master Services Agreement: Installation of LPR Flock Group, Inc. (CRS#4703)

TOWN BOARD AGENDA ITEM: MARCH 25, 2024

TO: **Town Board**

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

RE: **Master Services Agreement: Installation of LPR Flock Group, Inc. (CRS#4703)**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute an agreement between the Town of Amherst (Police) and Flock Group, Inc. (CRS#4703) 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
C: Tim Koller, Deputy Town Clerk **(Agenda Item: March 25, 2024)**

FINANCIAL IMPACT:

A 3139 .2600: Amount not to exceed $63,000.00

RESULT: **WITHDRAWN**

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 28819 **RESOLUTION 2024-324** **ADOPTED**

Early Voting Polling Lease Agreement CRS #4707

We respectfully request Town Board permission to authorize the Supervisor to sign the agreement between the Town of Amherst (Department of Senior Services) and the Erie County Board of Elections.

3/25/2024
Consent

FINANCIAL IMPACT:

-$900.00 (Revenue) per election

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

EARLY VOTING POLLING LOCATION LEASE AGREEMENT

CITY/TOWN & DISTRICTS

This agreement made on the _____ (date), by and between the **Amherst Senior Center,** hereinafter known and referred to as the **OWNER,** and the Board of Elections for the County of Erie, hereinafter referred to as the **TENANT.**

Witnesseth that said OWNER has agreed to let, and by these presents, does hereby grant, demise and let unto the said TENANT the following described premises:

LOCATION: Amherst Senior Center
ADDRESS: 370 John James Audubon Parkway, Amherst, New York 14228

The area to be leased is a room or location that has been pre-approved by the Board of Elections within the building suitable for registration and voting and which is as close as possible to a convenient entrance to such building that provides access, by ramp or otherwise, to physically disabled voters.

PRIMARY CONTACT: Melissa Abel
PHONE NUMBER: 716-636-3050
EMAIL: mabel@amherst.ny.us

DELIVERY CONTACT: Melissa Abel
PHONE NUMBER: 716-636-3050
EMAIL: mabel@amherst.ny.us

BUILDING OPENER: Melissa Abel
PHONE NUMBER: 716-628-0178
EMAIL: mabel@amherst.ny.us

As a place to hold official voter registrations and conduct elections in accordance with the provisions of the New York State Election Law on the dates listed below:

EARLY VOTING – PRESIDENTIAL ELECTION: MARCH 23, 2024 – MARCH 30, 2024
EARLY VOTING – SPECIAL ELECTION: APRIL 20, 2024 - APRIL 28, 2024
EARLY VOTING - PRIMARY ELECTION: JUNE 15, 2024 – JUNE 23, 2024
EARLY VOTING - GENERAL ELECTION: OCTOBER 26, 2024 - NOVEMBER 3, 2024

For Early Voting Dates that occur during weekdays, the TENANT is to have uninterrupted use and possession of the leased area on each said date from 11:30 am, being one-half hour prior to the opening of the polls until 9:30 pm, being one-half hour after the closing of the polls or until the inspectors have completed their work, whichever shall be later.

For Early Voting Dates that occur on Saturday and/or Sunday, the TENANT is to have uninterrupted use and possession of the leased area on each said date from 8:30 am, being one-half hour prior to the opening of the polls until 5:30 pm, being one-half hour after the closing of the polls or until the inspectors have completed their work, whichever shall be later.

NOTE: For the Presidential Election ONLY – Saturday, March 23rd, Sunday March 24th, and Saturday, March 30th, hours are extended to 8:30 am until 6:30 pm, or until the inspectors have completed their work, whichever shall be later.

In the event an election is delayed or continues as a result of a common disaster to another date, the OWNER agrees to make available the leased area to the TENANT on said subsequent date.

The OWNER hereby agrees to open the building for delivery and pick up of the voting machine(s) on a date mutually agreed to by the parties, between the third and sixth day prior to the election and between the first and fourth day following the election.

Attachment: voting-03192024105724 (RES-2024-324 : Early Voting Polling Lease Agreement CRS #4707)

The TENANT agrees to pay the OWNER the following total rental for the entire early voting time period: **$900.00 per election.**

The OWNER hereby promises, covenants and acknowledges as follows:

A. To furnish necessary light, heat, and if available, cooling, to the leased area;
B. To provide and set up twelve chairs and four tables no less than 48" in length for each machine delivered to the leased area;
C. To ensure that the leased area is accessible to the public during the times heretofore specified and that the doors are opened;
D. That there is a functional restroom facility available for use by employees of the TENANT during said day; and
E. That political contributions by the OWNERS of a polling place are prohibited and that it is a misdemeanor for such OWNER to make, offer or promise any such political contribution as an inducement for the leasing of these premises.

The TENANT hereby promises, covenants and acknowledges as follows:

A. Not to use said premises, or any part thereof, for any purpose other than the official voter registration and election functions;
B. Not to let or sign over said premises, or any part thereof, to another without the prior written consent of the OWNER;
C. To punctually pay said rent as the same accrues; and
D. To take special care that no damage happens to the building, or any improvements or fixtures therein.

A breach of any promise or covenant made by the TENANT shall be reported by the OWNER to the commissioners of the Erie County Board of Elections as soon as practicable. If any damage shall occur to the leased premises as a result of the negligence by the TENANT or any of its agents or employees, the TENANT hereby agrees to cooperate with the OWNER in filing a claim for damages with the County of Erie. The County does not assume liability for the OWNER's obligation to maintain and operate the property, building, premises and ingress/egress thereto in a safe condition. Any reported incident related to election operations will be investigated and evaluated by Erie County in cooperation with the lessor.

The commissioners of the Board of Elections, no later than four weeks following the receipt of the fully executed lease agreement and the conclusion of the election, shall transmit to the Erie County Comptroller a voucher, in the form required by said comptroller, requesting prompt payment of the rental due to the OWNER in the amount stated above.

In the event that following the execution of this lease agreement, the premises shall become damaged, restricted, or placed under repair to such an extent that the leased area is no longer suitable for the conduct of voter registration and election, the TENANT shall have the right to terminate this lease agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above mentioned.

ERIE COUNTY BOARD OF ELECTIONS:

OWNER: _____

_____
Ralph M. Mohr, Commissioner of Elections

BY: _____

_____
Jeremy J. Zellner, Commissioner of Elections

PRINT NAME: _____

Attachment: voting-03192024105724 (RES-2024-324 : Early Voting Polling Lease Agreement CRS #4707)

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 28764 **RESOLUTION 2024-325** **ADOPTED**

Travel Request Required Operator Training Courses

The Engineering Department is requesting approval to send one (1) employee to attend the Grade 3 Supervision and Technical Operations training course at the Environmental Training Center at SUNY Morrisville in Morrisville, NY in September 2024. The total cost for the employee to attend the course is estimated to be $1,756.90, and includes registration, tolls/mileage reimbursement, lodging and per diem.

The Engineering Department is also requesting to send another (1) employee to attend the Basic Operations training course in December 2024 at the Environmental Training Center at SUNY Morrisville in Morrisville, NY. The total cost for the employee to attend the courses is estimated to be $3,696.47, and includes registration, tolls/mileage reimbursement, lodging and per diem.

Funding for this request will be available in accounts G9916-4040 and G9916-4850.

Thank you for considering this request.

3/25/2024
Consent

FINANCIAL IMPACT:

G9916-4040 and G9916-4850

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

Revised 1.2.2024

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

☒ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☐ Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
[redacted]	[redacted]	Eng.-Plant 16	716-691-9771

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
12/1/2024	12/14/2024	Environmental Training Center, SUNY Morrisville, Morrisville, NY	Basic Operations 12/2-12/13/2024

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage 355 @ $0.67	$237.85	G9916-4040	
Tolls	$26.08	G9916-4040	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights 13 @ $ 107.00	$1,391.00	G9916-4040	
Meals:			
IRS Per Diem Per Day: $59.00			
1st & Last Day of Travel @ 75%	$88.50	G9916-4040	
# Breakfasts 12 @ $ 13.00	$156.00	G9916-4040	
# Lunches 12 @ $ 15.00	$180.00	G9916-4040	
# Dinners 12 @ $ 26.00	$312.00	G9916-4040	
# Incidentals 12 @ $ 5.00	$60.00	G9916-4040	
Registration/Conference Fee	$975.00	G9916-4850	
Textbook - $100.00ea + $34.00 shipping	$234.00	G9916-4850	
Other			
Subtotal	$3,360.43	-	N/A
Contingency - 10% of subtotal or $200	$336.043	-	N/A
TOTAL	$3,696.47	-	

Request Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

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

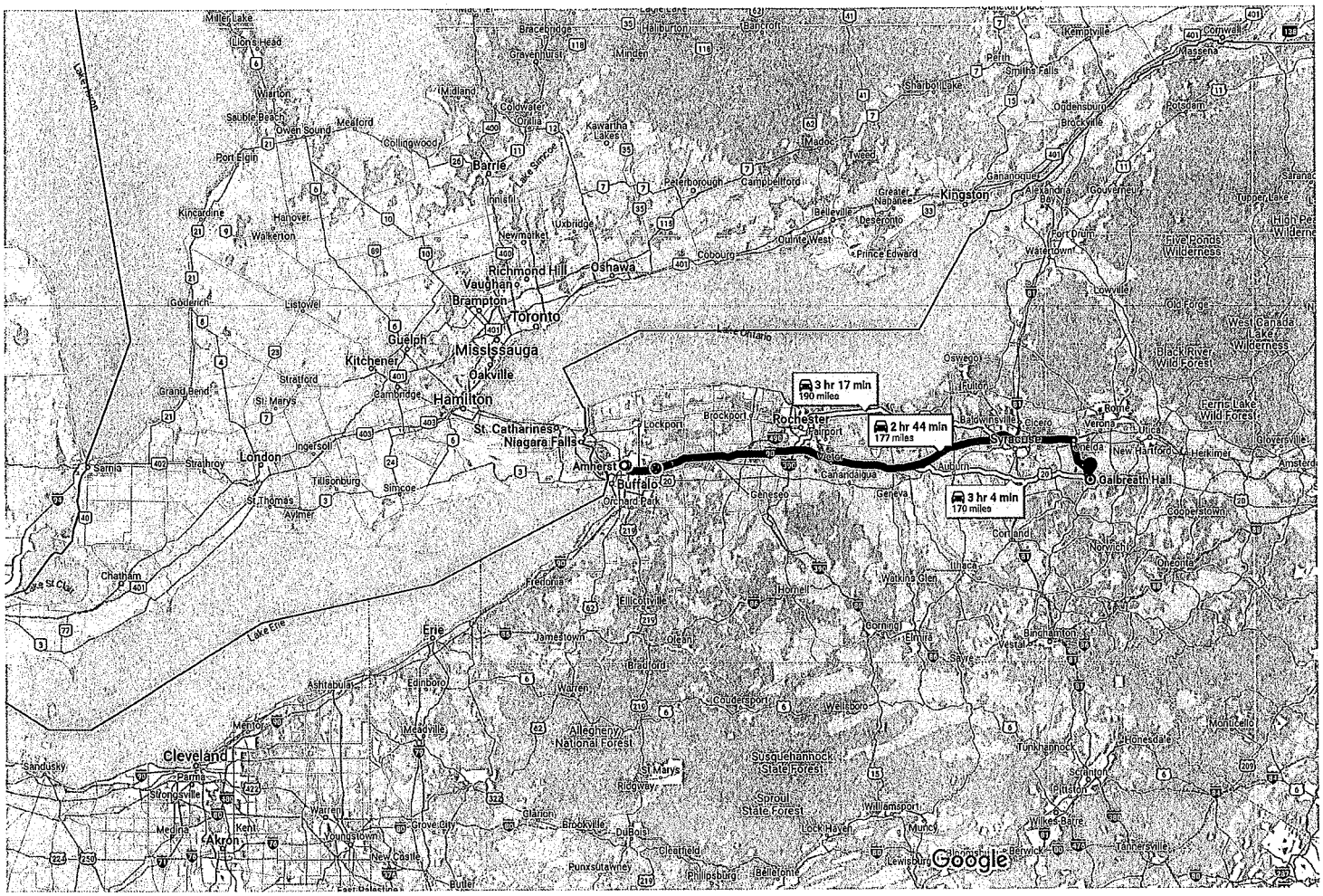
Attachment: Kevin travel-03182024140146 (RES-2024-325 : Travel Request)

TOX

13.S.1.a

Google Maps Amherst, New York to Galbreath Hall, South St, Morrisville, NY 13408

Drive 177 miles, 2 hr 44 min



Map data ©2024 Google 20 mi

Amherst
New York

⚠ This route has tolls.

Get on I-290 E from Campus Dr W

2 min (0.7 mi)

1. Head east on Campus Dr W

0.3 mi

2. Turn right onto Campus Ln

0.1 mi

3. Turn left at the 1st cross street onto Harlem Rd

285 ft

4. Turn right to merge onto I-290 E

0.2 mi

Follow I-90 E to NY-13 S/N Peterboro St in Canastota. Take exit 34 from I-90 E

2 hr 21 min (161 mi)

5. Merge onto I-290 E

1.8 mi

6. Use the left 2 lanes to take exit 1-49 to merge onto I-90 E toward Albany
   ⚠ Toll road

159 mi

7. Take exit 34 for NY-13 toward Canastota/Oneida
   ⚠ Toll road

0.5 mi

Attachment: Kevin travel-03182024140146 (RES-2024-325 : Travel Request)

Take Oxbow Rd and Swamp Rd to your destination in Morrisville

23 min (15.7 mi)

8. Turn left onto NY-13 S/N Peterboro St
1.3 mi

9. Continue straight onto Oxbow Rd
8.4 mi

10. Turn left onto Peterboro Rd
0.2 mi

11. Turn right onto Swamp Rd
4.9 mi

12. Continue onto Cedar St
0.5 mi

13. Turn left onto Main St
0.3 mi

14. Turn right onto South St
207 ft

15. Turn right
Destination will be on the right
0.1 mi

Galbreath Hall

Attachment: Kevin travel-03182024140146 (RES-2024-325 : Travel Request)

13.S.1.a

*TOX

Thruway Authority

Toll and Distance Calculator

Tolls Rates Effective Jan. 1, 2024

Tolls from
Exit 50 - (I-90 - NYS Thruway) - Niagara Falls - I-290
to
Exit 34 - (I-90 - NYS Thruway) - Canastota - Oneida - Chittenango - NY Route 13

Additional E-ZPass discount plans are available for commuters, motorcycles, motorhomes And other vehicles.
The table below represents your anticipated tolls.

TOLLS FOR A CLASS 2L VEHICLE

TOLL LOCATIONS	NY E-ZPASS TOLLS *	NON-NY E-ZPASS & TOLLS BY MAIL *
Williamsville Highway Gantry --> Exit 47 (I-90 - NYS Thruway)	$1.96	$3.43
Exit 47 (I-90 - NYS Thruway) --> Exit 46 (I-90 - NYS Thruway)	$0.76	$1.32
Exit 46 (I-90 - NYS Thruway) --> Exit 45 (I-90 - NYS Thruway)	$0.54	$0.94
Exit 45 (I-90 - NYS Thruway) --> Exit 44 (I-90 - NYS Thruway)	$0.18	$0.32
Exit 44 (I-90 - NYS Thruway) --> Exit 39 (I-90 - NYS Thruway)	$2.70	$4.73
Exit 39 (I-90 - NYS Thruway) --> Exit 36 (I-90 - NYS Thruway)	$0.31	$0.54
Exit 36 (I-90 - NYS Thruway) --> Exit 35 (I-90 - NYS Thruway)	$0.19	$0.33
Exit 35 (I-90 - NYS Thruway) --> Exit 34A (I-90 - NYS Thruway)	$0.11	$0.19
Exit 34A (I-90 - NYS Thruway) --> Exit 34 (I-90 - NYS Thruway)	$0.71	$1.24
Total	**$7.46**	**$13.04**
NY E-ZPASS CUSTOMERS WILL SAVE $5.58. DISCOUNT APPLIES TO E-ZPASSNY ACCOUNTS ONLY		

* **Tolls that post to E-ZPass accounts by license plate will be charged the Tolls by Mail rate.**

Approximate Distance: 158.8 miles

Calculate return tolls for Canastota - Oneida - Chittenango - NY Route 13 to Niagara Falls - I-290

ALONG YOUR TRIP, YOU WILL PASS THE FOLLOWING SERVICE AREAS

SERVICE AREA	MILEPOST
Pembroke Service Area	Milepost 397
Scottsville Service Area	Milepost 366
Clifton Springs Service Area	Milepost 337
Port Byron Service Area	Milepost 310
DeWitt Service Area	Milepost 280

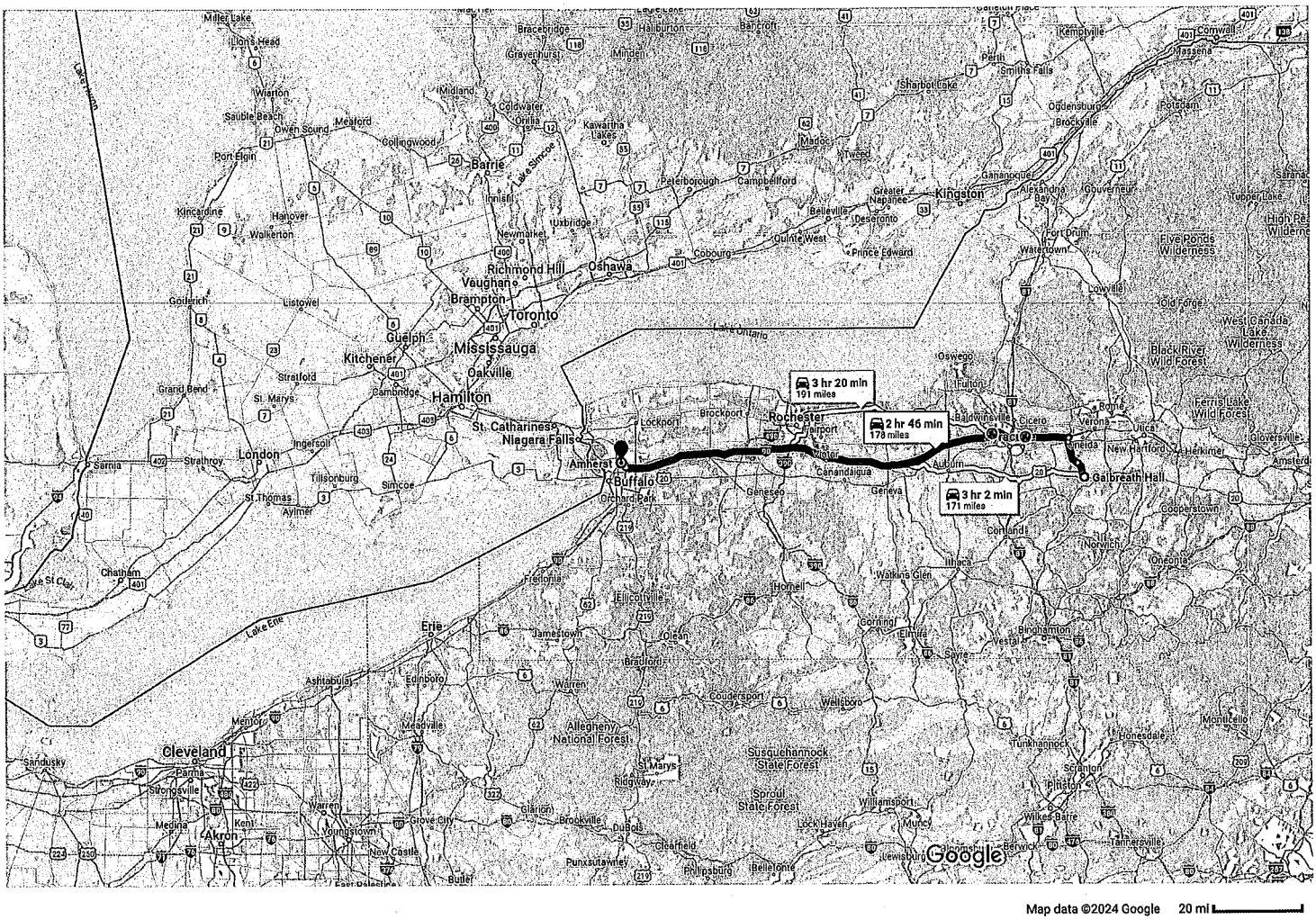
Calculate Another Trip Back

Attachment: Kevin travel-03182024140146 (RES-2024-325 : Travel Request)

From

Google Maps Galbreath Hall, South St, Morrisville, NY 13408 to Amherst, New York

Drive 178 miles, 2 hr 46 min



Map data ©2024 Google 20 mi

Galbreath Hall
South St, Morrisville, NY 13408

⚠ This route has tolls.

Get on I-90 W in Canastota from Swamp Rd and Oxbow Rd

25 min (16.5 mi)

1. Head north toward South St

151 ft

2. Turn right toward South St

151 ft

3. Turn left onto South St

410 ft

4. Turn left onto Main St

0.3 mi

5. Turn right onto Cedar St

0.5 mi

6. Continue onto Swamp Rd

4.9 mi

7. Turn left onto Peterboro Rd

0.2 mi

8. Turn right onto Oxbow Rd/Peterboro Rd
   ⓘ Continue to follow Oxbow Rd

8.4 mi

9. Continue onto S Peterboro St

1.3 mi

10. Turn right to merge onto I-90 W
    ⚠ Toll road

0.8 mi

Attachment: Kevin travel-03182024140146 (RES-2024-325 : Travel Request)

Follow I-90 W to NY-324 W/Sheridan Dr in Amherst. Take exit 6 from I-290 W

2 hr 20 min (160 mi)

11. Merge onto I-90 W
⚠ Toll road

158 mi

12. Use the right 2 lanes to take exit 50 toward I-290/Niagara Fls
⚠ Toll road

0.4 mi

13. Continue onto I-290 W

1.8 mi

14. Take exit 6 for NY-324/Sheridan Dr toward NY-240/Harlem Rd

0.2 mi

Follow NY-324 W/Sheridan Dr to Campus Dr W in Amherst

3 min (0.8 mi)

15. Use the left 2 lanes to turn left onto NY-324 W/Sheridan Dr

0.3 mi

16. Turn left onto Campus Dr

0.2 mi

17. Turn right onto Campus Dr W

0.3 mi

Amherst
New York

Attachment: Kevin travel-03182024140146 (RES-2024-325 : Travel Request)

13.S.1.a

From

Thruway Authority

Toll and Distance Calculator

Tolls Rates Effective Jan. 1, 2024

Tolls from
Exit 34 - (I-90 - NYS Thruway) - Canastota - Oneida - Chittenango - NY Route 13
to
Exit 50 - (I-90 - NYS Thruway) - Niagara Falls - I-290

Additional E-ZPass discount plans are available for commuters, motorcycles, motorhomes And other vehicles.
The table below represents your anticipated tolls.

TOLLS FOR A CLASS 2L VEHICLE

TOLL LOCATIONS	NY E-ZPASS TOLLS *	NON-NY E-ZPASS & TOLLS BY MAIL *
Exit 34 (I-90 - NYS Thruway) --> Exit 34A (I-90 - NYS Thruway)	$0.71	$1.24
Exit 34A (I-90 - NYS Thruway) --> Exit 35 (I-90 - NYS Thruway)	$0.11	$0.19
Exit 35 (I-90 - NYS Thruway) --> Exit 36 (I-90 - NYS Thruway)	$0.19	$0.33
Exit 36 (I-90 - NYS Thruway) --> Exit 39 (I-90 - NYS Thruway)	$0.31	$0.54
Exit 39 (I-90 - NYS Thruway) --> Exit 44 (I-90 - NYS Thruway)	$2.70	$4.73
Exit 44 (I-90 - NYS Thruway) --> Exit 45 (I-90 - NYS Thruway)	$0.18	$0.32
Exit 45 (I-90 - NYS Thruway) --> Exit 46 (I-90 - NYS Thruway)	$0.54	$0.94
Exit 46 (I-90 - NYS Thruway) --> Exit 47 (I-90 - NYS Thruway)	$0.76	$1.32
Exit 47 (I-90 - NYS Thruway) --> Williamsville Highway Gantry	$1.96	$3.43
Total	**$7.46**	**$13.04**
NY E-ZPASS CUSTOMERS WILL SAVE $5.58. DISCOUNT APPLIES TO E-ZPASSNY ACCOUNTS ONLY		

* **Tolls that post to E-ZPass accounts by license plate will be charged the Tolls by Mail rate.**

Approximate Distance: 158.8 miles

Calculate return tolls for Niagara Falls - I-290 to Canastota - Oneida - Chittenango - NY Route 13

ALONG YOUR TRIP, YOU WILL PASS THE FOLLOWING SERVICE AREAS

SERVICE AREA	MILEPOST
Chittenango Service Area	Milepost 266
Warners Service Area	Milepost 292
Junius Ponds Service Area	Milepost 324
Seneca Service Area	Milepost 350
Ontario Service Area	Milepost 376
Clarence Service Area	Milepost 412

Calculate Another Trip Back

Attachment: Kevin travel-03182024140146 (RES-2024-325 : Travel Request)

Hilton FOR THE STAY

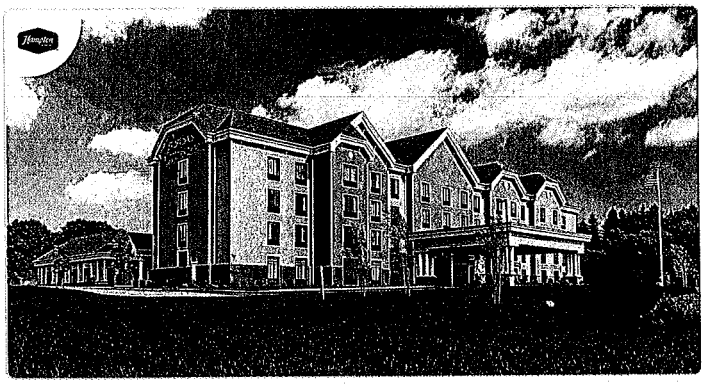
Join | Sign In

Your Stay Edit Stay

Hampton Inn & Suites Cazenovia

Sun, Dec 1 – Sat, Dec 14, 2024 (13 nights)

1 room for 1 adult



Hampton Inn & Suites Cazenovia
25 Lakers Ln
Cazenovia, New York 13035 USA
Hotel details >

Select a Room Step 1 of 3

Your stay with Hampton by Hilton includes

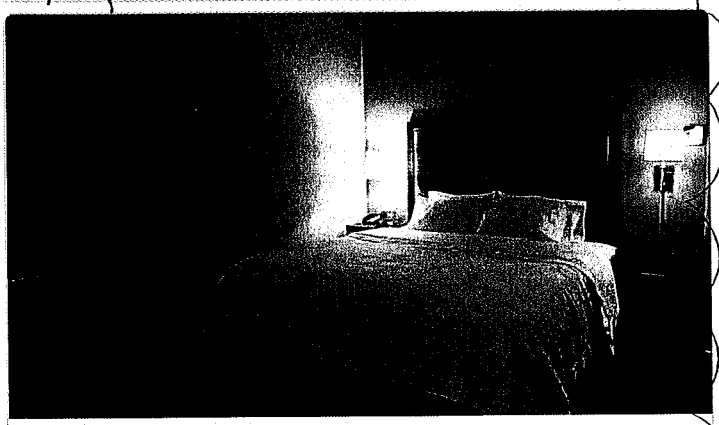
✓ Free hot breakfast ✓ Free parking ✓ Free WiFi ✓ Non-smoking rooms ✓ Indoor pool ✓ Fitness center ✓ Pet-friendly rooms

Special Rates | Use Points & Money | Accessible Rooms

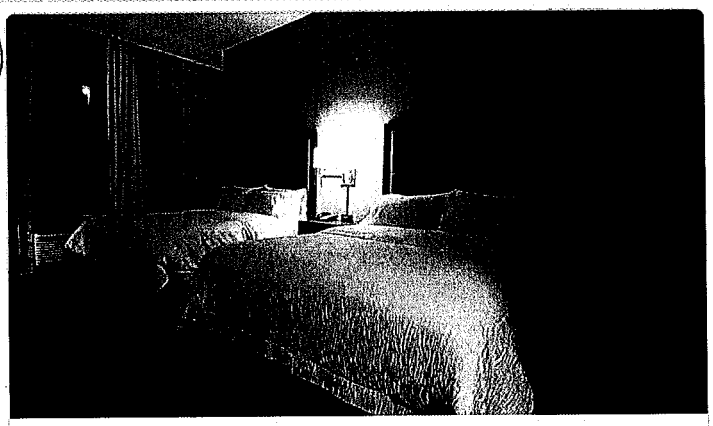
Filter By: Connecting Rooms | 1 bed | 2 beds | Suite

5 rooms found. We're showing the average price per night.

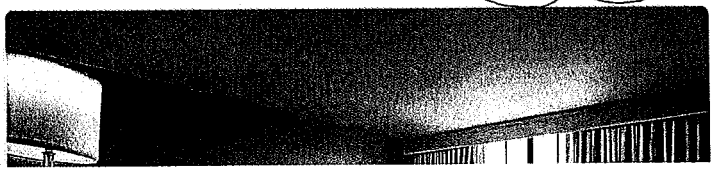
Select Currency USD - US Dollar

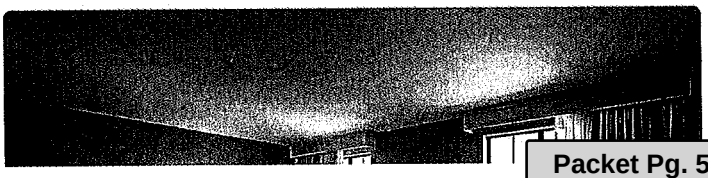


1 King W/fridge Nonsmoke
Room details >
Book From $107

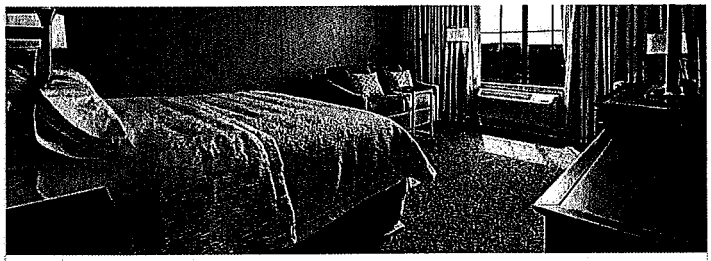


2 Queen W/fridge Nonsmoke
Room details >
Book From $109





Attachment: Kevin travel-03182024140146 (RES-2024-325 : Travel Request)



1 King W/sofabd/fridge Ns

Room details >

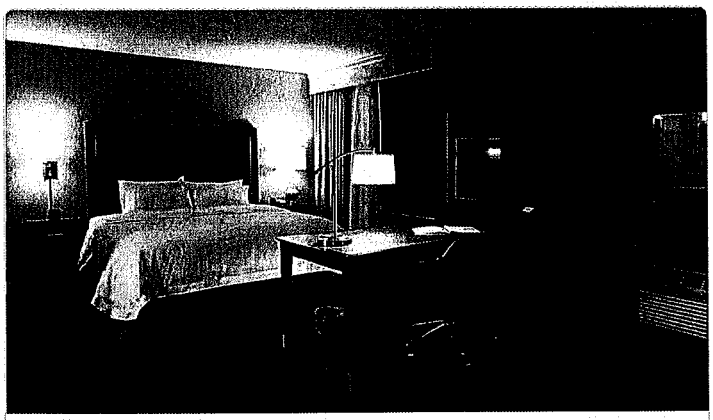
Book From $112



2 Qns Microwv/fridge/wetbar Studio Suite Ns

Room details >

Book From $118



1 King Microwv/fridge/wet Bar Studio Suite Ns

Room details >

Book From $121

How can we help?

Request a Call

Customer Support

Online reservation assistance.

Hilton Honors Discount Terms & Conditions

Global Privacy Statement

Personal Data Requests

Web Accessibility

Site Usage Agreement

Do Not Sell or Share My Information

Modern Slavery and Human Trafficking

AdChoices

Hilton Hotline

©2024 Hilton

Attachment: Kevin travel-03182024140146 (RES-2024-325 : Travel Request)

GSA U.S. General Services Administration

FY 2024 Per Diem Rates for ZIP Code 13408

Meals & Incidentals (M&IE) rates and breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Standard Rate	Applies for all locations without specified rates	$59	$13	$15	$26	$5	$44.25

Attachment: Kevin travel-03182024140146 (RES-2024-325 : Travel Request)

ENVIRONMENTAL TRAINING CENTER at SUNY MORRISVILLE

Basic Operations

Monday, December 2, 2024 - Friday, December 13, 2024

Register

Registration open through 12/2/2024 11:59 PM Eastern Time (US & Canada)

Register Now

Details

$975.00 - This 60 hour course is designed and approved by the NYS Department of Environmental Conservation to prepare wastewater treatment plant operators for the certification exam. Textbooks for the course are *Operation of Wastewater Treatment Plants, Volumes I and II, 8th Edition*, by the University of California at Sacramento. You can order in advance from the campus bookstore by calling 315-684-6073. Participants must bring their own simple calculator.

ETC students can now purchase their manuals on the Campus Store's website at https://bookstore.morrisville.edu/category/10004437. Shipping is $14 for the first manual, +$2 for each additional manual.

Prerequisites

Basic Operations

Price

Registration is $975.00

Location

Galbreath Hall 141

About Us

ENVIRONMENTAL TRAINING CENTER at SUNY MORRISVILLE

Attachment: Kevin travel-03182024140146 (RES-2024-325 : Travel Request)

Checkout - Order Summary

- 1 Shopping Cart
- 2 Contact Info
- 3 Shipping
- Order Summary ›
- 5 PayPal Checkout
- 6 Order Confirmation

Your transaction is NOT complete

You must press **Continue with Payment** to finish this order.

Continue with Payment > (Payments are processed on the PayPal website.)

This will appear on your credit card statement as: **PAYPAL OWPSACSTATE**

edit

Products			
Name	Quantity	List Price	Subtotal
Operation of Wastewater Treatment Plants, Vol 1 Manual	1	$100.00	$100.00
Operation of Wastewater Treatment Plants, Vol 2 Manual	1	$100.00	$100.00

[redacted] $200.00 USD

[redacted] $34.00 USD (UPS Ground)

[redacted] $234.00 USD

Your Contact Information

Crystal Russell
crussell@amherst.ny.us

Shipping & Billing Addresses

edit

Shipping	Billing
ATTN: CRYSTAL RUSSELL 455 TONAWANDA CREEK ROAD AMHERST NY 14228 (716) 691-9771	ATTN: CRYSTAL RUSSELL 455 TONAWANDA CREEK ROAD AMHERST NY 14228 (716) 691-9771

Customer Service:
Phone (916) 278-6142
Hours (8 am-noon, 12:30-4 pm Pacific Time) Return Policy
wateroffice@owp.csus.edu
Contact Us

This will appear on your credit card statement as: **PAYPAL OWPSACSTATE**

Continue with Payment >

Home
Contact Us

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Attachment: Kevin travel-03182024140146 (RES-2024-325 : Travel Request)

Revised 1.2.2024

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

☒ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☐ Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
[redacted]	[redacted]	Eng.-Plant 16	716-691-9771

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
9/22/2024	9/27/2024	Environmental Training Center, SUNY Morrisville, Morrisville, NY	Grade 3 Supervision and Technical Operations 9/23-9/27/2024

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage 355 @ $0.67	$237.85	G9916-4040	
Tolls	$26.08	G9916-4040	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights 5 @ $ 70.00	$350.00	G9916-4040	
Meals:			
IRS Per Diem Per Day: $59.00			
1st & Last Day of Travel @ 75%	$44.25	G9916-4040	
# Breakfasts 5 @ $ 13.00	$65.00	G9916-4040	
# Lunches 5 @ $ 15.00	$75.00	G9916-4040	
# Dinners 5 @ $ 26.00	$130.00	G9916-4040	
# Incidentals 5 @ $ 5.00	$25.00	G9916-4040	
Registration/Conference Fee	$575.00	G9916-4850	
Textbook - $49.00 + $20.00 shipping	$69.00	G9916-4850	
Other			
Subtotal	$1,597.18 -		N/A
Contingency - 10% of subtotal or $200	$159.718 -		N/A
TOTAL	$1,756.90 -		

Request Approved By:

_____

Department Head Signature

_____

Date

Town Board :

_____

Town Board Resolution & Date

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

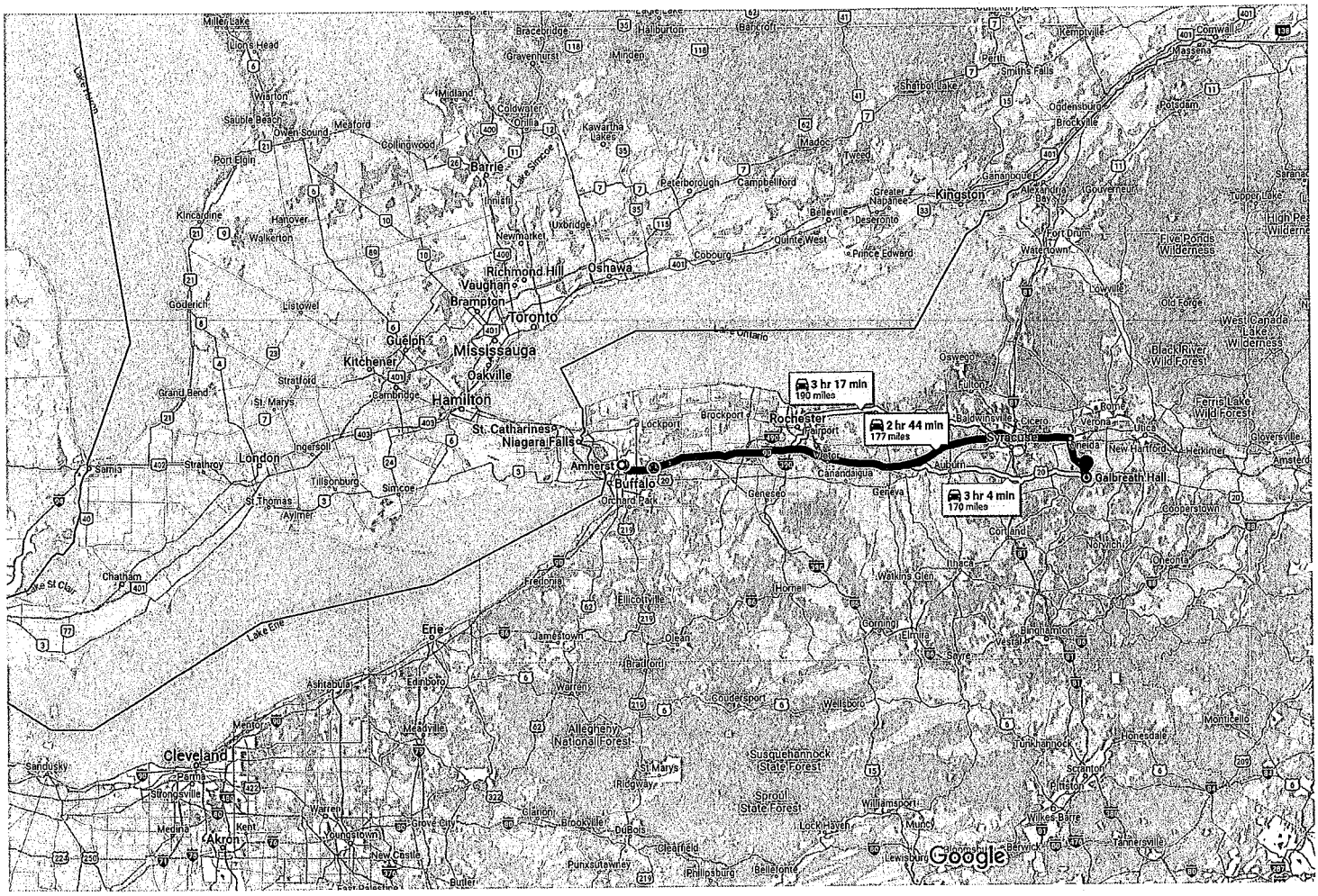
Complete Shaded Area
For Expense Reimbursement

Attachment: andrew travel-03182024140330 (RES-2024-325 : Travel Request)

TO 13.S.1.b

Google Maps Amherst, New York to Galbreath Hall, South St, Morrisville, NY 13408

Drive 177 miles, 2 hr 44 min



Map data ©2024 Google 20 mi

Amherst
New York

⚠ This route has tolls.

Get on I-290 E from Campus Dr W

2 min (0.7 mi)

1. Head east on Campus Dr W

0.3 mi

2. Turn right onto Campus Ln

0.1 mi

3. Turn left at the 1st cross street onto Harlem Rd

285 ft

4. Turn right to merge onto I-290 E

0.2 mi

Follow I-90 E to NY-13 S/N Peterboro St in Canastota. Take exit 34 from I-90 E

2 hr 21 min (161 mi)

5. Merge onto I-290 E

1.8 mi

6. Use the left 2 lanes to take exit 1-49 to merge onto I-90 E toward Albany
⚠ Toll road

159 mi

7. Take exit 34 for NY-13 toward Canastota/Oneida
⚠ Toll road

0.5 mi

Attachment: andrew travel-03182024140330 (RES-2024-325 : Travel Request)

Take Oxbow Rd and Swamp Rd to your destination in Morrisville

23 min (15.7 mi)

8. Turn left onto NY-13 S/N Peterboro St

1.3 mi

9. Continue straight onto Oxbow Rd

8.4 mi

10. Turn left onto Peterboro Rd

0.2 mi

11. Turn right onto Swamp Rd

4.9 mi

12. Continue onto Cedar St

0.5 mi

13. Turn left onto Main St

0.3 mi

14. Turn right onto South St

207 ft

15. Turn right

Destination will be on the right

0.1 mi

Galbreath Hall

Attachment: andrew travel-03182024140330 (RES-2024-325 : Travel Request)

Thruway Authority

Toll and Distance Calculator

Tolls Rates Effective Jan. 1, 2024

Tolls from
Exit 50 - (I-90 - NYS Thruway) - Niagara Falls - I-290
to
Exit 34 - (I-90 - NYS Thruway) - Canastota - Oneida - Chittenango - NY Route 13

Additional E-ZPass discount plans are available for commuters, motorcycles, motorhomes And other vehicles.
The table below represents your anticipated tolls.

TOLLS FOR A CLASS 2L VEHICLE

TOLL LOCATIONS	NY E-ZPASS TOLLS *	NON-NY E-ZPASS & TOLLS BY MAIL *
Williamsville Highway Gantry --> Exit 47 (I-90 - NYS Thruway)	$1.96	$3.43
Exit 47 (I-90 - NYS Thruway) --> Exit 46 (I-90 - NYS Thruway)	$0.76	$1.32
Exit 46 (I-90 - NYS Thruway) --> Exit 45 (I-90 - NYS Thruway)	$0.54	$0.94
Exit 45 (I-90 - NYS Thruway) --> Exit 44 (I-90 - NYS Thruway)	$0.18	$0.32
Exit 44 (I-90 - NYS Thruway) --> Exit 39 (I-90 - NYS Thruway)	$2.70	$4.73
Exit 39 (I-90 - NYS Thruway) --> Exit 36 (I-90 - NYS Thruway)	$0.31	$0.54
Exit 36 (I-90 - NYS Thruway) --> Exit 35 (I-90 - NYS Thruway)	$0.19	$0.33
Exit 35 (I-90 - NYS Thruway) --> Exit 34A (I-90 - NYS Thruway)	$0.11	$0.19
Exit 34A (I-90 - NYS Thruway) --> Exit 34 (I-90 - NYS Thruway)	$0.71	$1.24
Total	**$7.46**	**$13.04**
NY E-ZPASS CUSTOMERS WILL SAVE $5.58. DISCOUNT APPLIES TO E-ZPASSNY ACCOUNTS ONLY		

*** Tolls that post to E-ZPass accounts by license plate will be charged the Tolls by Mail rate.**

Approximate Distance: 158.8 miles

Calculate return tolls for Canastota - Oneida - Chittenango - NY Route 13 to Niagara Falls - I-290

ALONG YOUR TRIP, YOU WILL PASS THE FOLLOWING SERVICE AREAS

SERVICE AREA	MILEPOST
Pembroke Service Area	Milepost 397
Scottsville Service Area	Milepost 366
Clifton Springs Service Area	Milepost 337
Port Byron Service Area	Milepost 310
DeWitt Service Area	Milepost 280

Calculate Another Trip Back

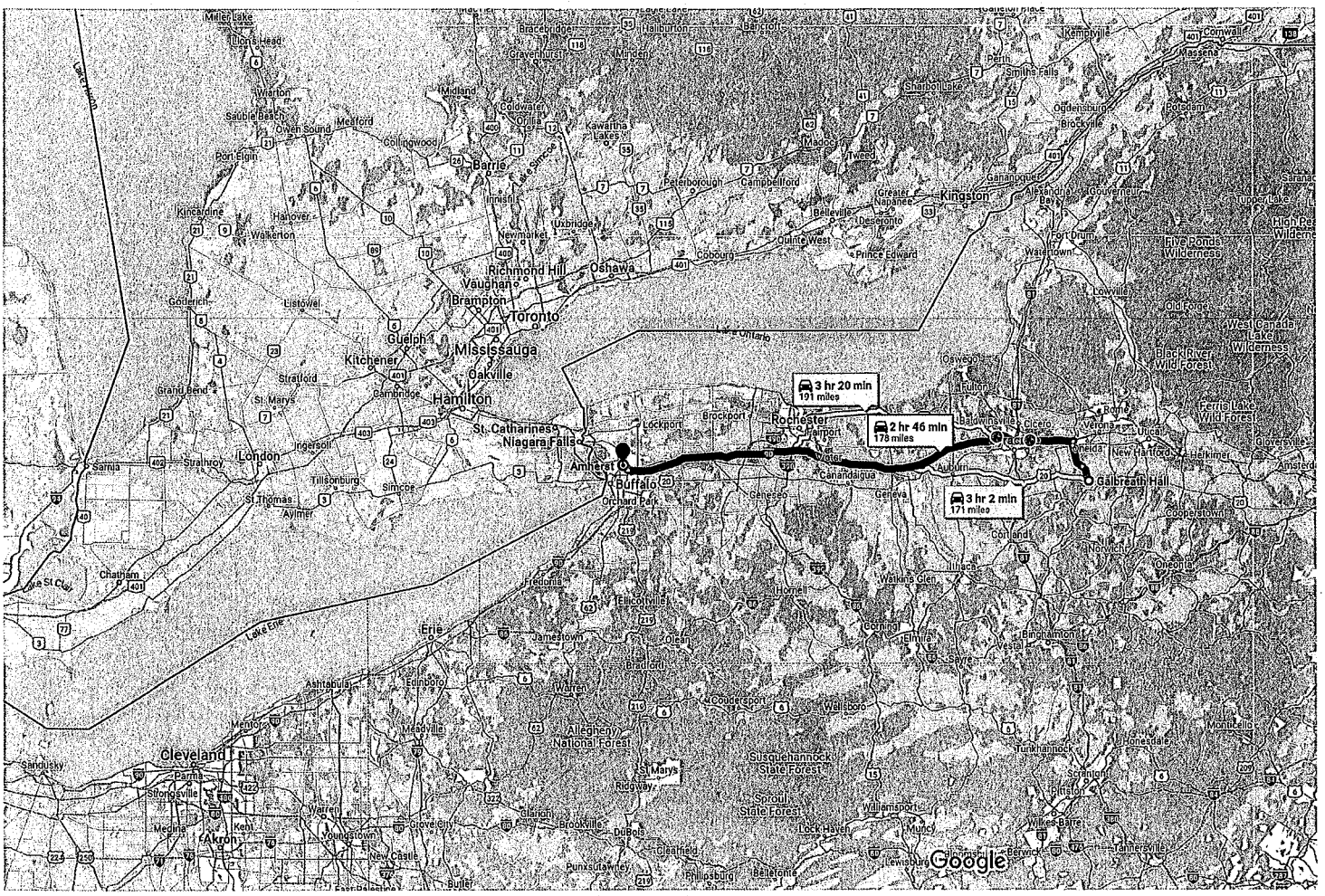
Attachment: andrew travel-03182024140330 (RES-2024-325 : Travel Request)

From

13.S.1.b

Google Maps Galbreath Hall, South St, Morrisville, NY 13408 to Amherst, New York

Drive 178 miles, 2 hr 46 min



Map data ©2024 Google 20 mi

Galbreath Hall
South St, Morrisville, NY 13408

⚠ This route has tolls.

Get on I-90 W in Canastota from Swamp Rd and Oxbow Rd

25 min (16.5 mi)

1. Head north toward South St

151 ft

2. Turn right toward South St

151 ft

3. Turn left onto South St

410 ft

4. Turn left onto Main St

0.3 mi

5. Turn right onto Cedar St

0.5 mi

6. Continue onto Swamp Rd

4.9 mi

7. Turn left onto Peterboro Rd

0.2 mi

8. Turn right onto Oxbow Rd/Peterboro Rd
ⓘ Continue to follow Oxbow Rd

8.4 mi

9. Continue onto S Peterboro St

1.3 mi

10. Turn right to merge onto I-90 W
⚠ Toll road

0.8 mi

Attachment: andrew travel-03182024140330 (RES-2024-325 : Travel Request)

Follow I-90 W to NY-324 W/Sheridan Dr in Amherst. Take exit 6 from I-290 W

2 hr 20 min (160 mi)

11. Merge onto I-90 W
⚠ Toll road

158 mi

12. Use the right 2 lanes to take exit 50 toward I-290/Niagara Fls
⚠ Toll road

0.4 mi

13. Continue onto I-290 W

1.8 mi

14. Take exit 6 for NY-324/Sheridan Dr toward NY-240/Harlem Rd

0.2 mi

Follow NY-324 W/Sheridan Dr to Campus Dr W in Amherst

3 min (0.8 mi)

15. Use the left 2 lanes to turn left onto NY-324 W/Sheridan Dr

0.3 mi

16. Turn left onto Campus Dr

0.2 mi

17. Turn right onto Campus Dr W

0.3 mi

Amherst
New York

Attachment: andrew travel-03182024140330 (RES-2024-325 : Travel Request)

13.S.1.b

From

Thruway Authority

Toll and Distance Calculator

Tolls Rates Effective Jan. 1, 2024

Tolls from
Exit 34 - (I-90 - NYS Thruway) - Canastota - Oneida - Chittenango - NY Route 13
to
Exit 50 - (I-90 - NYS Thruway) - Niagara Falls - I-290

Additional E-ZPass discount plans are available for commuters, motorcycles, motorhomes And other vehicles.
The table below represents your anticipated tolls.

TOLLS FOR A CLASS 2L VEHICLE

TOLL LOCATIONS	NY E-ZPASS TOLLS *	NON-NY E-ZPASS & TOLLS BY MAIL *
Exit 34 (I-90 - NYS Thruway) --> Exit 34A (I-90 - NYS Thruway)	$0.71	$1.24
Exit 34A (I-90 - NYS Thruway) --> Exit 35 (I-90 - NYS Thruway)	$0.11	$0.19
Exit 35 (I-90 - NYS Thruway) --> Exit 36 (I-90 - NYS Thruway)	$0.19	$0.33
Exit 36 (I-90 - NYS Thruway) --> Exit 39 (I-90 - NYS Thruway)	$0.31	$0.54
Exit 39 (I-90 - NYS Thruway) --> Exit 44 (I-90 - NYS Thruway)	$2.70	$4.73
Exit 44 (I-90 - NYS Thruway) --> Exit 45 (I-90 - NYS Thruway)	$0.18	$0.32
Exit 45 (I-90 - NYS Thruway) --> Exit 46 (I-90 - NYS Thruway)	$0.54	$0.94
Exit 46 (I-90 - NYS Thruway) --> Exit 47 (I-90 - NYS Thruway)	$0.76	$1.32
Exit 47 (I-90 - NYS Thruway) --> Williamsville Highway Gantry	$1.96	$3.43
Total	**$7.46**	**$13.04**
NY E-ZPASS CUSTOMERS WILL SAVE $5.58. DISCOUNT APPLIES TO E-ZPASSNY ACCOUNTS ONLY		

*** Tolls that post to E-ZPass accounts by license plate will be charged the Tolls by Mail rate.**

Approximate Distance: 158.8 miles

Calculate return tolls for Niagara Falls - I-290 to Canastota - Oneida - Chittenango - NY Route 13

ALONG YOUR TRIP, YOU WILL PASS THE FOLLOWING SERVICE AREAS

SERVICE AREA	MILEPOST
Chittenango Service Area	Milepost 266
Warners Service Area	Milepost 292
Junius Ponds Service Area	Milepost 324
Seneca Service Area	Milepost 350
Ontario Service Area	Milepost 376
Clarence Service Area	Milepost 412

Calculate Another Trip Back

Attachment: andrew travel-03182024140330 (RES-2024-325 : Travel Request)

Russell, Crystal

From: The Lincklaen House <info@lincklaenhouse.com>
Sent: Friday, March 15, 2024 11:36 AM
To: Russell, Crystal
Subject: Confirmed Reservation - The Lincklaen House - Confirmation #4693562724203

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.

The Lincklaen House

Thank you for choosing The Lincklaen House, located at 79 Albany Street in Cazenovia, NY for your upcoming stay. If you need to make changes or require assistance please call (315)-655-3461 or email us at info@lincklaenhouse.com. We look forward to your stay.

Andrew Diem
4693562724203

The Lincklaen House
79 Albany Street
Cazenovia New York 13035
315-655-3461
info@lincklaenhouse.com

Email	crussell@amherst.ny.us
Phone	716 691 9771

ACCOMMODATIONS

RES ID 4693562724203

Guest: Andrew Diem

Standard Queen

Arrival - Departure	Adults	Children	Nights	Total
09/22/2024 - 09/27/2024	1	0	5	USD 350.00

TOTAL	**USD 350.00**
Subtotal	USD 350.00
Deposit	USD 0.00

Attachment: andrew travel-03182024140330 (RES-2024-325 : Travel Request)

Amount Paid	USD 0.00
GRAND TOTAL	**USD 350.00**
BALANCE DUE	**USD 350.00**

Policies

Check-In: 04:00 PM
Check-Out: 11:00 AM

Cancelation Policies:
We do enforce a 48 HOUR CANCELLATION POLICY. If you should need to cancel your reservation, we ask that you do so 2 days prior to your arrival date. Please note the Lincklaen House is a NON-SMOKING facility. If you have any additional questions, don't hesitate to contact us at 315-655-3461 and we'll assist in any way that we can. We look forward to seeing you soon!

Terms & Conditions:
Prices do not include 8% Sales Tax and 4% Occupancy Tax. Payment will be collected at your time of check in. Check in is anytime after 4 pm and check out is anytime before 11 am. We do not have an elevator, nor are a handicap accessible facility. Parking will be found in the back parking lot of our building. Please note the Lincklaen House is a NON-SMOKING facility. You will be given a parking pass to put on your dash board at check in. We do have weddings with loud music on the weekends until 11:00 pm.

Our complimentary continental breakfast is included with your stay.

We do enforce a
48 HOUR CANCELLATION POLICY. If you should need to cancel your reservation,
we ask that you do so 48 hours prior to your arrival date or you will be charged the full price of your room..

Please note the Lincklaen House
is a **NON-SMOKING**
facility.

If you have any additional questions, don't hesitate to contact
us at 315-655-3461 and we'll assist in any way that we can.

We look forward to seeing you soon!

Thank you for your reservation!

Attachment: andrew travel-03182024140330 (RES-2024-325 : Travel Request)

The Lincklaen House

Attachment: andrew travel-03182024140330 (RES-2024-325 : Travel Request)

GSA U.S. General Services Administration

FY 2024 Per Diem Rates for ZIP Code 13408

Meals & Incidentals (M&IE) rates and breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Standard Rate	Applies for all locations without specified rates	$59	$13	$15	$26	$5	$44.25

Attachment: andrew travel-03182024140330 (RES-2024-325 : Travel Request)

ENVIRONMENTAL TRAINING CENTER at SUNY MORRISVILLE

Grade 3 Supervision & Technical Operations

Monday, September 23, 2024 - Friday, September 27, 2024

Register

Registration open through 9/23/2024 11:59 PM Eastern Time (US & Canada)

Register Now

Details

$575.00 - This 30-hour course meets NYS Department of Environmental Conservation requirements for those persons desiring Grade 3 or higher certification. It is designed to help operators improve supervision and management skills, as well as technical operational skills, and is a mixture of lecture and classroom interactive activities. Textbook for this course is *Manage for Success* by the University of California at Sacramento. You may order in advance by calling the campus store at 315-684-6073.

Prerequisites

Basic Operations

Price

Registration is $575.00

Location

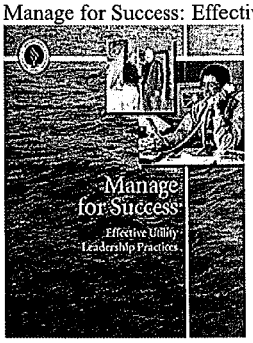
Galbreath Hall 141

About Us

ENVIRONMENTAL TRAINING CENTER at SUNY MORRISVILLE

Attachment: andrew travel-03182024140330 (RES-2024-325 : Travel Request)

Manage for Success: Effective Utility Leadership Practices



4.5 CEUs (45 contact hours)
1st Edition, 2005
Course Time Limit: 6 months

Item	Amount	Quantity
Enrollment	$75.00	
Manual	$49.00	1
Course Package (Enrollment plus Manual)	$124.00	

Continue

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Attachment: andrew travel-03182024140330 (RES-2024-325 : Travel Request)

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 28763 **RESOLUTION 2024-326** **ADOPTED**

Travel Request Required Pretreatment Training Course

The Engineering Department is requesting approval to send one (1) employee to attend the National Association of Clean Water Agencies National Pretreatment Workshop and Training at Pittsburgh Marriott City Center in Pittsburgh, PA in May. The total cost for the employee to attend the course is estimated to be $2,611.11, and includes registration, tolls/mileage reimbursement, lodging and per diem.

Funding for this request will be available in accounts G9999-4120.

Thank you for considering this request.

3/25/2024
Consent

FINANCIAL IMPACT:

G9999-4120; $2,611.11

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

Revised 1.9.2023

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☒ $250 or LESS and under 75 miles — Department Head Approval ONLY Required

☐ $250 + or greater than 75 miles — Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
[redacted]	[redacted]	Eng.-Plant 16	716-691-9771

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
5/13/2024	5/18/2024	Pittsburgh Marriott City Center in Pittsburgh, PA	National Association of Clean Water Agencies: National Pretreatment Workshop and Training

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.655 444 miles	$290.82	G9999-4120	
Tolls	$10.92	G9999-4120	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights 5 @ $ 139.00	$695.00	G9999-4120	
Meals:			
IRS Per Diem Per Day: $64.00			
1st & Last Day of Travel @ 75%	$96.00	G9999-4120	
# Breakfasts 4 @ $ 14.00	$56.00	G9999-4120	
# Lunches 4 @ $ 16.00	$64.00	G9999-4120	
# Dinners 4 @ $ 29.00	$116.00	G9999-4120	
# Incidentals 4 @ $ 5.00	$20.00	G9999-4120	
Registration/Conference Fee	$1,025.00	G9999-4120	
Other			
Subtotal	$2,373.74 -		N/A
Contingency - 10% of subtotal or $200	$237.374 -		N/A
TOTAL	$2,611.11 -		

Request Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

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: colter travel-03182024151423 (RES-2024-326 : Travel Request - Pretreatment)

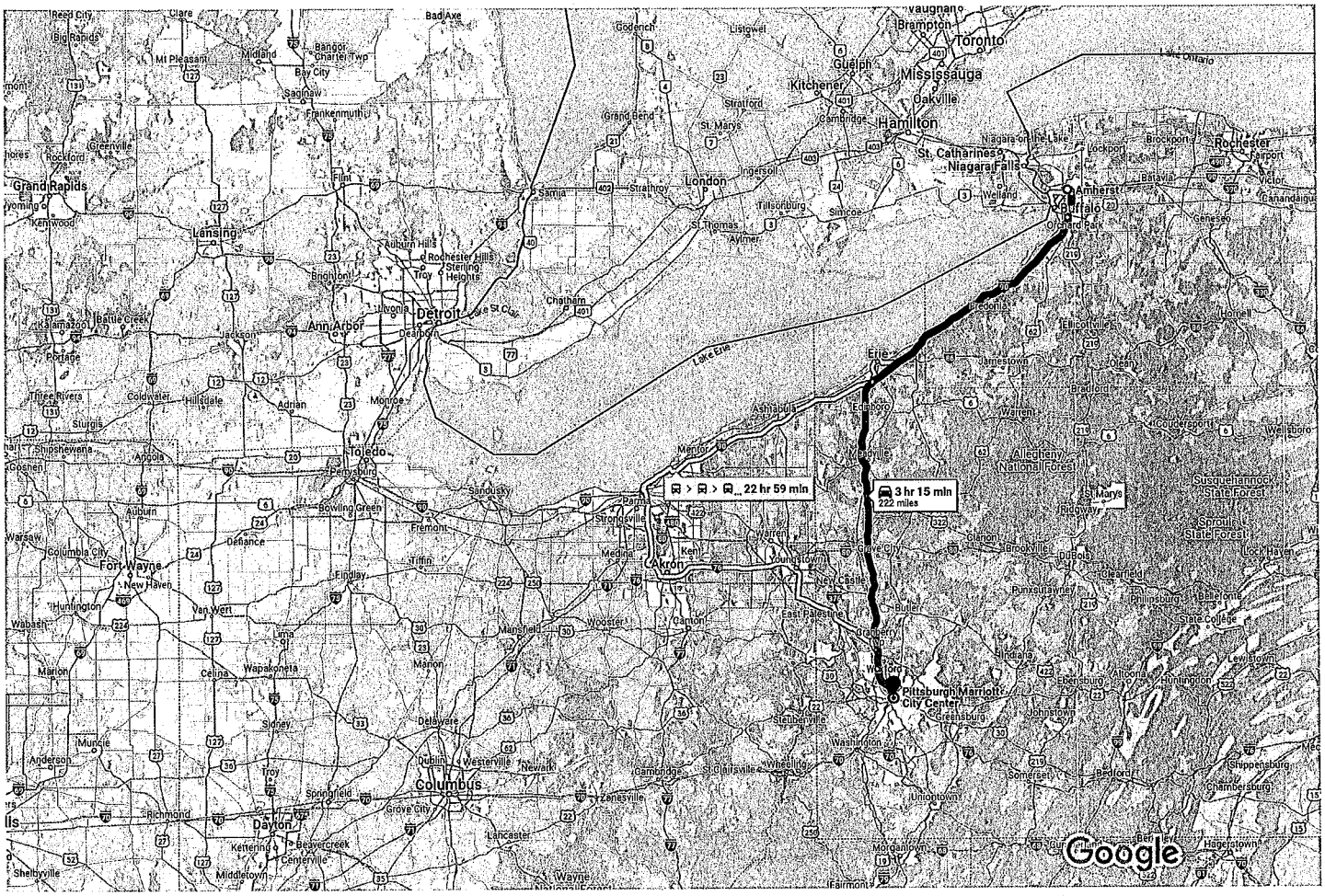
*TOX

13.S.2.a

Google Maps

Amherst, New York to Pittsburgh Marriott City Center, 112 Washington Pl, Pittsburgh, PA 15219

Drive 222 miles, 3 hr 15 min



Map data ©2024 Google 20 mi

Amherst
New York

⚠ This route has tolls.

Get on I-290 E from Campus Dr W

2 min (0.7 mi)

1. Head east on Campus Dr W

0.3 mi

2. Turn right onto Campus Ln

0.1 mi

3. Turn left at the 1st cross street onto Harlem Rd

285 ft

4. Turn right to merge onto I-290 E

0.2 mi

Follow I-90 W and I-79 S to Bigelow Blvd in Pittsburgh. Take the 7th Ave exit from I-579 S

3 hr 15 min (221 mi)

Attachment: colter travel-03182024151423 (RES-2024-326 : Travel Request - Pretreatment)

5. Merge onto I-290 E

1.8 mi

6. Use the right 2 lanes to take exit 51-61 to merge onto I-90 W toward Erie

8.7 mi

7. Keep left to stay on I-90 W
   - ⚠ Toll road
   - ℹ Entering Pennsylvania

91.6 mi

8. Take exit 22A to merge onto I-79 S toward Pittsburgh

106 mi

9. Use the left 2 lanes to turn slightly left onto I-279 S (signs for Pittsburgh)

11.4 mi

10. Use the right lane to take exit 2A for I-579 S toward Veterans Bridge

0.6 mi

11. Continue onto I-579 S

0.3 mi

12. Use the 2nd from the right lane to take the 7th Ave exit toward 6th Ave/Downtown

0.3 mi

13. Use the left lane to take the ramp to PPG Arena 6th Ave

331 ft

Continue on Bigelow Blvd to your destination

3 min (0.4 mi)

14. Merge onto Bigelow Blvd

446 ft

15. Turn left to stay on Bigelow Blvd

82 ft

16. Slight left to stay on Bigelow Blvd

0.1 mi

17. Turn right onto Washington Pl

0.1 mi

18. Turn right

98 ft

19. Slight left
    - ℹ Destination will be on the left

89 ft

Pittsburgh Marriott City Center
112 Washington Pl, Pittsburgh, PA 15219

Attachment: colter travel-03182024151423 (RES-2024-326 : Travel Request - Pretreatment)

*TOX

13.S.2.a

Thruway Authority

Toll and Distance Calculator

Tolls Rates Effective Jan. 1, 2024

Tolls from
Exit 50 - (I-90 - NYS Thruway) - Niagara Falls - I-290
to
Pennsylvania State Line (I-90)

Additional E-ZPass discount plans are available for commuters, motorcycles, motorhomes And other vehicles.
The table below represents your anticipated tolls.

TOLLS FOR A CLASS 2L VEHICLE

TOLL LOCATIONS	NY E-ZPASS TOLLS *	NON-NY E-ZPASS & TOLLS BY MAIL *
Lackawanna Highway Gantry --> Ripley Toll Highway Gantry	$3.12	$5.46
Total	**$3.12**	**$5.46**
NY E-ZPASS CUSTOMERS WILL SAVE $2.34. DISCOUNT APPLIES TO E-ZPASSNY ACCOUNTS ONLY		

* **Tolls that post to E-ZPass accounts by license plate will be charged the Tolls by Mail rate.**

Approximate Distance: 75.7 miles

Calculate return tolls for Pennsylvania State Line (I-90) to Niagara Falls - I-290

ALONG YOUR TRIP, YOU WILL PASS THE FOLLOWING SERVICE AREAS

SERVICE AREA	MILEPOST
Angola Service Area	Milepost 447

Calculate Another Trip Back

Attachment: colter travel-03182024151423 (RES-2024-326 : Travel Request - Pretreatment)

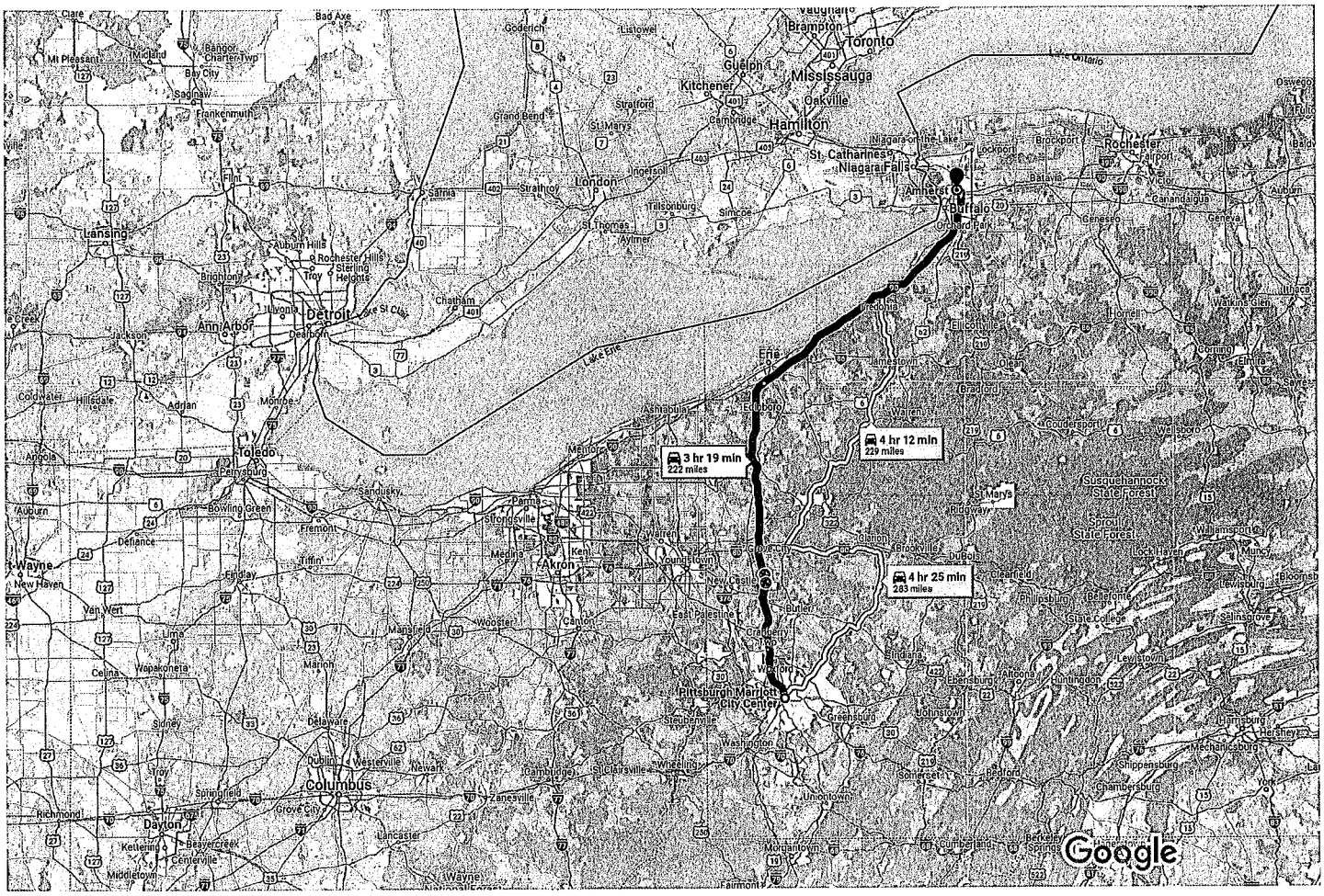
*From CA

13.S.2.a

Google Maps

Pittsburgh Marriott City Center, 112 Washington Pl, Pittsburgh, PA 15219 to Amherst, New York

Drive 222 miles, 3 hr 19 min



Map data ©2024 Google 20 mi

Pittsburgh Marriott City Center
112 Washington Pl, Pittsburgh, PA 15219

⚠ This route has tolls.

Get on I-579 N from Fifth Ave and Centre Ave

5 min (1.1 mi)

1. Head east toward Washington Pl

187 ft

2. Turn right onto Washington Pl

466 ft

3. Use the right 2 lanes to turn right onto Fifth Ave

0.2 mi

4. Turn right onto Sixth Ave

390 ft

5. Turn right onto Centre Ave

0.1 mi

Attachment: colter travel-03182024151423 (RES-2024-326 : Travel Request - Pretreatment)

6. Turn left onto Washington Pl

0.1 mi

7. Use the left 2 lanes to turn right onto Bigelow Blvd

322 ft

8. Use the left lane to take the I-579 N/Veterans Bridge ramp

0.4 mi

Follow I-79 N and I-90 E to NY-324 W/Sheridan Dr in Amherst. Take exit 6 from I-290 W

3 hr 13 min (221 mi)

9. Merge onto I-579 N

0.3 mi

10. Use the left 2 lanes to take the I-279 N exit

0.6 mi

11. Merge onto I-279

11.5 mi

12. Merge onto I-79 N

106 mi

13. Take exit 178A to merge onto I-90 E toward Buffalo

Toll road

Entering New York

99.9 mi

14. Use the right 2 lanes to take exit 50 for I-290 toward Niagara Falls

0.7 mi

15. Continue onto I-290 W

1.8 mi

16. Take exit 6 for NY-324/Sheridan Dr toward NY-240/Harlem Rd

0.2 mi

Follow NY-324 W/Sheridan Dr to Campus Dr W in Amherst

3 min (0.8 mi)

17. Use the left 2 lanes to turn left onto NY-324 W/Sheridan Dr

0.3 mi

18. Turn left onto Campus Dr

0.2 mi

19. Turn right onto Campus Dr W

0.3 mi

Amherst
New York

Attachment: colter travel-03182024151423 (RES-2024-326 : Travel Request - Pretreatment)

From

Thruway Authority

Toll and Distance Calculator

Tolls Rates Effective Jan. 1, 2024

Tolls from Pennsylvania State Line (I-90) to Exit 50 - (I-90 - NYS Thruway) - Niagara Falls - I-290

Additional E-ZPass discount plans are available for commuters, motorcycles, motorhomes And other vehicles. The table below represents your anticipated tolls.

TOLLS FOR A CLASS 2L VEHICLE

TOLL LOCATIONS	NY E-ZPASS TOLLS *	NON-NY E-ZPASS & TOLLS BY MAIL *
Ripley Toll Highway Gantry --> Lackawanna Highway Gantry	$3.12	$5.46
Total	**$3.12**	**$5.46**
NY E-ZPASS CUSTOMERS WILL SAVE $2.34. DISCOUNT APPLIES TO E-ZPASSNY ACCOUNTS ONLY		

* **Tolls that post to E-ZPass accounts by license plate will be charged the Tolls by Mail rate.**

Approximate Distance: 75.7 miles

Calculate return tolls for Niagara Falls - I-290 to Pennsylvania State Line (I-90)

ALONG YOUR TRIP, YOU WILL PASS THE FOLLOWING SERVICE AREAS

SERVICE AREA	MILEPOST
Angola Service Area	Milepost 447

Calculate Another Trip Back

Attachment: colter travel-03182024151423 (RES-2024-326 : Travel Request - Pretreatment)

MARRIOTT BONVOY

Pittsburgh Marriott City Center

★ 4.3 (1271)

Edit Stay Details

STAY DATES (5 NIGHT(S))
Mon, May 13, 2024 - Sat, May 18, 2024

ROOMS & GUESTS
1 Room, 1 Adult

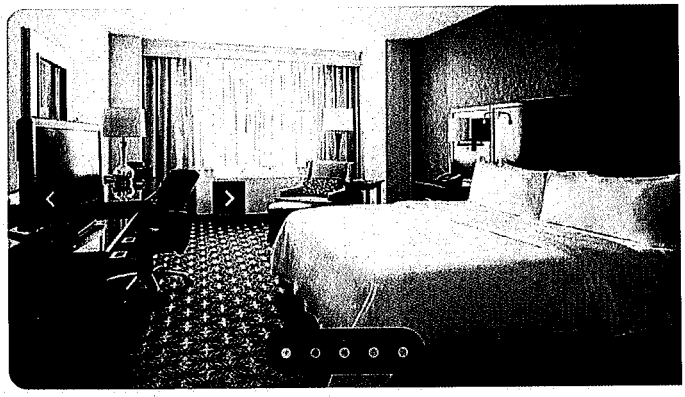
Select a Room and Rate

LIMITED TIME OFFER
Get a $300 eGiftCard
Plus, earn 75,000 Points.

You can request an accessible room when reviewing your reservation.

1 Available Room

Show with taxes and fees



Guest room, 1 King

Room Details

NACWA ATTENDEES

Rate Details

139 USD Avg/Night
695 Total Per Room

Select

Feedback

LIMITED TIME OFFER
Get a $300 eGiftCard
Plus, earn 75,000 Points.

English

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Attachment: colter travel-03182024151423 (RES-2024-326 : Travel Request - Pretreatment)

Hotel Information + Destination Pittsburgh

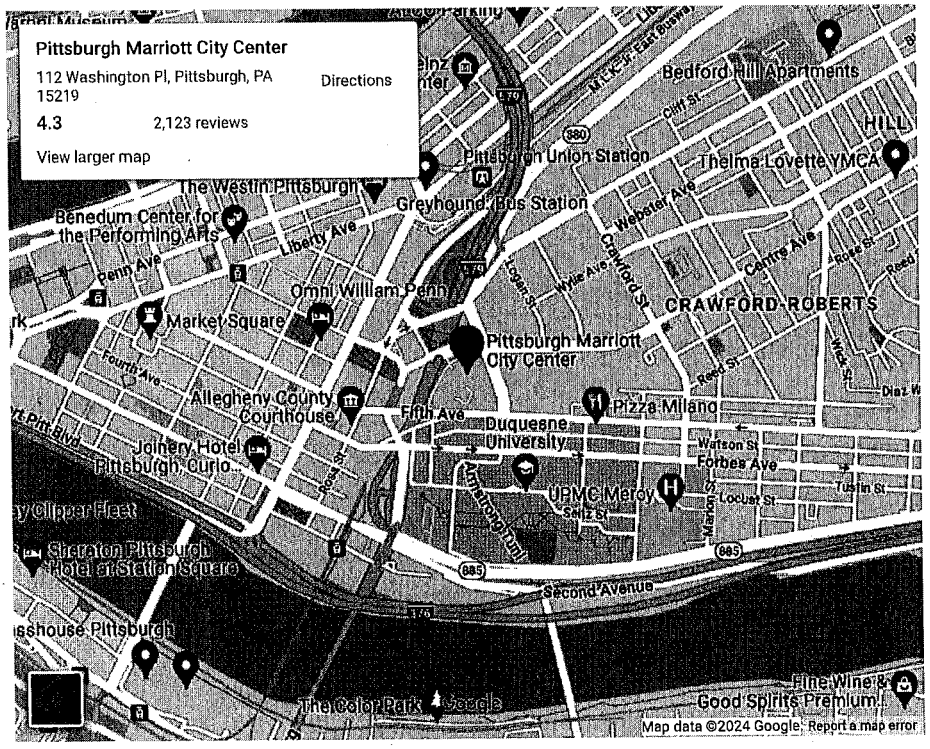
Pittsburgh Marriott City Center
112 Washington Pl., Pittsburgh, PA 15219
412.471.4000

Hotel Accommodations & Rates

NACWA has secured a special group rate of $139 per night (single/double) plus applicable taxes, at the Pittsburgh Marriott City Center. ***Reservations must be made by Monday, April 22, 2024, to receive the discounted rate, while rooms are available.*** After this date, NACWA must release the unreserved rooms, and reservations will be accepted on a space-available basis only with no guarantee that the conference rate will apply.

To ensure a hotel room, contact the Pittsburgh Marriott City Center at 888.236.2427; or make a reservation online. Be sure to identify yourself as a NACWA Attendee. Note: Check-in time is 4:00 pm; check-out time is 11:00 am; baggage storage is available for your convenience. Any requests for late check-out should be directed to the Hotel.

Reserve a Room



Attachment: colter travel-03182024151423 (RES-2024-326 : Travel Request - Pretreatment)

U.S. General Services Administration

FY 2024 Per Diem Rates for ZIP Code 15219

Meals & Incidentals (M&IE) rates and breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Pittsburgh	Allegheny	$64	$14	$16	$29	$5	$48.00

Attachment: colter travel-03182024151423 (RES-2024-326 : Travel Request - Pretreatment)

2024 National Pretreatment Workshop + Training

May 14 – 17, 2024 | Pittsburgh, PA

Register Now Agenda

Attachment: colter travel-03182024151423 (RES-2024-326 : Travel Request - Pretreatment)

About

Join us at the National Pretreatment Workshop + Training, the only national conference designed especially for pretreatment professionals!

National Pretreatment Workshop | May 15 - 17, 2024

The program will focus on the regulatory issues that are important to pretreatment programs – both today and in the future – and on topics that impact the day-to-day management of pretreatment programs. Featured speakers and panel presentations will address PFAS, source reduction, enforcement strategies and case studies, flushable wipes, and more! Multiple roundtable discussions will allow participants to learn from their peers and have in-depth discussions on the topics that are most relevant to their programs.

+ Training | May 14, 2023 (*Separate registration required*)

New and seasoned pretreatment professionals can benefit from one of the optional, all-day courses offered:

- Pretreatment 101
- Advanced Local Limits
- Permitting and Other Control Mechanisms for Nondomestic Dischargers

Register Now

Schedule at a Glance

Tuesday, May 14 | Training Courses

Wednesday, May 15

Thursday, May 16

Friday, May 17

Full Agenda

Why Attend?

- **Network** and exchange knowledge with fellow clean water colleagues.
- **Hear** the latest developments and insights from EPA officials and discuss similar priorities with others in your region,
- **Explore** hot topics in pretreatment during roundtable discussions.
- **Experience** the only national conference designed for pretreatment professionals and discover new and innovative practices to apply to your utility.

Words From Past Attendees

"It is my best source for timely and relevant industrial pretreatment information."

"It's a great opportunity to learn about current and upcoming issues, how others deal with them, and network with others on various topics."

Attachment: colter travel-03182024151423 (RES-2024-326 : Travel Request - Pretreatment)

Register Now

Workshop Fees

Public Agency/Supporting Affiliate

Member

$725

Non-Member

$750

Corporate or Legal

Member

$875

Non-Member

$1,275

EPA/State Representative*

$0

**Please note this registration fee is for federal government agencies (e.g., U.S. EPA) and state agencies (e.g., state permitting or regulatory departments) only. Complimentary registration is not available for the Trainings.*

Tuesday Training Fees

Training w/ Workshop

$275

Training Only

$325

Attachment: colter travel-03182024151423 (RES-2024-326 : Travel Request - Pretreatment)

Registration Information

Advance registrations must be received by Friday, April 26, 2024. Advance registrants will receive confirmation via e-mail. Faxed and online registrations will be accepted after the deadline, but attendees may not be listed in the Participant List. If you have not received a confirmation within 5 business days after registering, please contact NACWA at registration@nacwa.org.

The *Training* registration fee includes all Tuesday sessions for the training that attendees are registered for. The *Workshop* registration fee includes access to all activities Wednesday through Friday, including but not limited to: the committee meetings; plenary sessions; and, evening social events. The Training includes a continental breakfast as well as morning and afternoon beverage service on Tuesday. Food during the *Workshop* include: light food and beverage at the Wednesday and Thursday evening receptions, as well as morning and afternoon beverage service Wednesday morning through Friday morning.

Register Now

Cancellation/Substitution Policy

General Waiver & Release

Consent to Use Image

Social Media

Attire

Participant List

Continuing Education Credits

Bringing a Family Member?

Ground Transportation

For Additional Information

Attachment: colter travel-03182024151423 (RES-2024-326 : Travel Request - Pretreatment)

NACWA REGISTRATION FORM

National Pretreatment Workshop & Training

May 14 – 17, 2024 | Pittsburgh, PA

Full Name

First Name/Nickname (as you would like it to appear on your badge)

Title

Organization

Address

City

State

Zip Code

Phone

E-mail Address (for confirmation)

Spouse/Guest Name (if attending)

Dietary Restrictions (if applicable)

Please Note: *Complimentary guest registration is intended solely for spouses/domestic partners or members of a registrant's immediate family and cannot be used to register professional colleagues. Complimentary Guest Registration allows access to Receptions.*

☐ **Check here if you require special accommodations to fully participate in the conference.** *Please attach a written description of your needs.*

Registration Fees

Workshop Fees		
Public Agency/ Supporting Affiliate	**Member**	**$725**
	Non-Member	$750
Corporate/Legal	**Member**	**$875**
	Non-Member	$1,275
Federal/State Government		**$0**

Training Fees + Options*		
☐ Pretreatment 101 ☐ Advanced Local Limits ☐ Permitting and Other Control Mechanisms for Nondomestic Dischargers	Workshop w/ Training	**$275** ★
	Training Only	**$325**

**Complimentary registration is not available for the Trainings.*

Payment Options

Payment by check, approved purchase order or credit card must be received by NACWA in order for your registration to be processed. Checks should be made payable to NACWA.

○ VISA ○ AMEX ○ MC ○ DISCOVER ○ PURCHASE ORDER/CHECK

Credit Card Number

Expiration Date

Card Holder's Name/Purchase Order Number

Signature

TOTAL($):

General Waiver & Release

☐ By registering for this National Association of Clean Water Agencies (NACWA) sponsored event, each registrant acknowledges and assumes all risks associated with participation in the meetings and any associated on- and off- site events/activities/tours (collectively "associated events"). Each registrant agrees, on behalf of him/herself, and his/her heirs and assigns, to waive and release NACWA, its employees, directors, officers, volunteers, agents, successors, licensees, assigns, vendors, and sponsors from any and all claims, liabilities, or causes of action arising from participation in this event and any associated events, including any claims related to communicable diseases, whether or not such damage, injury or loss may occur on the premises of the meeting, at off-site venues, in participating hotels or on event ground transportation.

Registration and/or participation in any National Association of Clean Water Agencies (NACWA) sponsored events constitutes an agreement by the registrant/participant to NACWA's use and distribution (both now and in the future) of the registrant's/participant's likeness. Attendees have agreed to allow their names, likenesses and images either in audio, photographic or video format, as well as social media messages in the public domain (e.g., tweets using hash tag) to be used by NACWA. Registrant further acknowledges that he/she is not entitled to compensation for such use, and that the images may appear with or without the registrant's name. NACWA is not responsible for the social media posts of any attendees and disclaims any liability for such posts.

Signature Required

Submit Your Registration & Payments

One of Three Ways:

1. Email | Registration@NACWA.org
2. Fax | 888.267.9505
3. Mail | NACWA P.O. Box 37619
   Baltimore, MD 21297-3619

Attachment: colter travel-03182024151423 (RES-2024-326 : Travel Request - Pretreatment)

NACWA

2024 National Pretreatment Workshop + Training

May 14-17 | Pittsburgh Marriott City Center | Pittsburgh, PA

All meeting rooms are located on the 2nd floor unless otherwise noted.

As of March 14, 2024

Tuesday, May 14

7:30 – 4:00 — **Training Registration**
Grand Ballroom Foyer

8:00 – 5:00
Salon 5

TRAINING COURSE: Pretreatment 101 – Introduction to the Pretreatment Program for Wastewater Utilities
This optional, full-day training course is geared toward pretreatment professionals in the first few years of their pretreatment careers. The **Agenda** has more information about this course. ***Separate registration is required.***

8:00 – 5:00
Salon 4

TRAINING COURSE: Advanced Local Limits
This optional, full-day training course will provide an in-depth focus on local limits, answering all the "who, what, when, where, why, and how" questions about local limits. The **Agenda** has more information about this course. ***Separate registration is required.***

8:00 – 5:00
Salon 3

TRAINING COURSE: Permitting and Other Control Mechanisms for Nondomestic Dischargers
This optional, full-day training course will provide a detailed look at the permitting process, starting with the nondomestic survey and continuing through categorical determinations and different types of control mechanisms. The **Agenda** has more information about this course. ***Separate registration is required.***

Wednesday, May 15

6:30
Hotel Lobby

Morning Run/Walk through Pittsburgh
Join fellow *Workshop* participants for an hour of exercise to begin your day. Runners and walkers of all levels are invited – we will divide into groups of different paces. Rain or shine, please meet us in the lobby!

7:30 – 12:00 — **Registration**
Grand Ballroom Foyer

Attachment: colter travel-03182024151423 (RES-2024-326 : Travel Request - Pretreatment)

8:30 – 8:45 **Opening Remarks**
Grand Ballroom 3-5

Frank Dick, *Co-Chair, Pretreatment & Pollution Prevention Committee*
Sewer and Wastewater Engineering Supervisor
City of Vancouver, Department of Public Works | Vancouver, WA

Adam Krantz, Chief Executive Officer
NACWA | Washington, DC

8:45 – 10:10 **National Pretreatment Program and Effluent Guidelines Update**

US Environmental Protection Agency (EPA) Headquarters staff will update Workshop attendees on national issues affecting the pretreatment programs at utilities. The latest Effluent Limitations Guidelines (ELG) Program Plan will be discussed, including the current rulemaking on pretreatment standards for the Meat & Poultry Products category, the ongoing studies related to PFAS discharges from the Metal Finishing, Landfills, and other categories, and the status of the planned study of PFAS discharges to utilities.

Jan Pickrel, National Pretreatment Team Coordinator ***(invited)***
Water Permits Division, Office of Wastewater Management
Office of Water
US Environmental Protection Agency | Washington, DC

Sean Dempsey, Environmental Engineer
Engineering & Analytical Support Branch,
Office of Science and Technology
Office of Water
US Environmental Protection Agency | Washington, DC

Phillip Flanders, Environmental Engineer
Engineering & Analysis Division, Office of Science and Technology
Office of Water
US Environmental Protection Agency | Washington, DC

10:10 – 10:30 **Networking Break**

10:30 – 11:45 **PFAS, PFAS Everywhere – How Should It Be Regulated?**

After years of concern about the environmental and health impacts of PFAS, EPA is proposing regulations to tackle PFAS on many fronts. EPA has proposed rules to designate certain PFAS as hazardous substances under Superfund and to set Maximum Contaminant Levels (MCLs) in drinking water, which could both have severe repercussions on clean water utilities. States have also continued investigating the sources of PFAS, and the future of biosolids management options continues to be threatened by state legislation. This session will focus on the latest in PFAS research related to wastewater and how federal and state actions on PFAS will impact pretreatment programs.

Emily Remmel, Senior Director, Regulatory Affairs
NACWA | Washington, DC

Attachment: colter travel-03182024151423 (RES-2024-326 : Travel Request - Pretreatment)

John Shaffer, Chief Executive Officer/Principal
EEC Environmental| Orange, CA

11:45 – 1:45 **Lunch (on your own or optional networking lunch)**

Whether you are attending the *Workshop* for the first time or are a repeat attendee, the optional networking lunch will be a chance to get to know some new people and share conversation over lunch. After registering for the *Workshop*, you will receive an email asking for a few pieces of information from you if you would like to be included in a networking group. We will assign you to a small group and provide a list of nearby restaurants. Each participant will be responsible for paying for their own lunch.

1:30 – 4:00 **Registration**
Grand Ballroom Foyer

1:45 – 1:50 **Opening Remarks**
Grand Ballroom 3-5

Kerry Britt, *Co-Chair, Pretreatment & Pollution Prevention Committee*
Pretreatment Manager
Narragansett Bay Commission | Providence, RI

1:50 – 3:30 **New Industries, New Pretreatment Considerations**

As the first quarter of the 21st century nears its end, pretreatment programs must adapt to new economic developments that do not necessarily fit neatly in the pretreatment regulations that were mostly developed in the last century. This panel will provide case studies of how utility pretreatment programs have worked with new industries in their communities to find treatment solutions that allow for economic growth while protecting utility treatment processes and meeting discharge permit requirements.

Beth Toot-Levy, Project Scientist
Geosyntec Consultants | Cleveland, OH

Jonathan Thompson, Water/Wastewater Engineer
HDR | Fort Worth, TX

3:30 – 3:45 **Networking Break**

3:45 – 5:15 **EPA Regional Roundtable Discussions**

The Regional Roundtable session provides an opportunity for EPA, state, and municipal *Workshop* participants to discuss priority issues in each EPA Region. Regional EPA officials and experts will be on hand to take your questions.

5:30 – 6:30 **Welcoming Reception**
Grand Ballroom Foyer This complimentary reception is open to all *Workshop* participants.

Attachment: colter travel-03182024151423 (RES-2024-326 : Travel Request - Pretreatment)

Thursday, May 16

6:30
Hotel Lobby

Morning Run/Walk through Pittsburgh
Join fellow *Workshop* participants for another hour of running or walking through Pittsburgh. Rain or shine, please meet us in the lobby!

8:00 – 12:00
Grand Ballroom Foyer

Registration

8:30 – 9:30
Grand Ballroom 3-5

Pretreatment Issues Roundtable Discussions – Round 1
This session will provide an opportunity for *Workshop* participants to network with other pretreatment professionals and discuss issues affecting their programs. Tables will be labeled with a topic of discussion, and *Workshop* participants should sit at the table of their choice. Pretreatment issues for discussion will include the following:

- Best Management Practices & Site-Specific Limits
- Centralized Waste Treatment Facilities
- Electronic Data Management & Mobile Apps
- Fats, Oils & Greases (FOG)
- Local Limits Development & Enforcement
- Extra Strength Surcharges
- Microbreweries, Craft Distilleries, & Wineries
- PFAS, PFOA, PFOS, etc.
- Zero Discharge & Non-Significant Categorical Industrial Users
- Pollution Prevention & Source Control
- Mercury Minimization & Dental Amalgam Programs
- Hauled Waste

9:30 – 9:50

Networking Break

9:50 – 9:55
Grand Ballroom 3-5

Opening Remarks
Frank Dick, *Co-Chair, Pretreatment & Pollution Prevention Committee*

9:55 – 10:50

Three Years and Nearly Three Million Dollars Later: An Enforcement Case Study
The Indianapolis pretreatment program couldn't imagine the saga that would result from a report of oily material coming from a combined sewer overflow (CSO) outfall. From this initial report, through the investigation, to the enforcement with an Administrative Hearing Officer (AHO) and relinquishment of an industrial user's permit, this presentation will describe the experiences and the unconventional tools and approaches used during a three-year long journey of discovery and enforcement.

Jeff Guinn, Pretreatment Programs Supervisor
Citizens Energy Group | Indianapolis, IN

10:50 – 11:45

Source Control and Proactive Water Resources Management
The Madison Metropolitan Sewerage District has invested significant time and resources in a chloride source reduction initiative over the past 10 years. The program has used every tool available, from education and behavior change campaigns, to policy, partnerships, and encouraging structural innovations. This case study will explore how the lessons learned from the

Attachment: colter travel-03182024151423 (RES-2024-326 : Travel Request - Pretreatment)

program and how it has also resulted a change in thinking to a more proactive and holistic mindset in water resources management.

Catherine Harris, Pollution Prevention Specialist
Madison Metropolitan Sewerage District | Madison, WI

11:45 – 1:45 **Lunch (on your own or optional networking lunch)**
Similar to Wednesday, *Workshop* participants will have the option to be assigned to a small group for a networking lunch.

1:30 – 4:00 **Registration**
Grand Ballroom Foyer

1:45 – 1:50 **Opening Remarks**
Grand Ballroom 3-5
Kerry Britt, *Co-Chair, Pretreatment & Pollution Prevention Committee*

1:50 – 3:00 **Between a Rock and a Hard Place: How the Dormant Commerce Clause and Pretreatment Regulations Can Force Utilities Into the Political Hotseat**

NIMBY – it seems so easy. If utilities want to avoid the public backlash and political pressures of handling pollution from per- and polyfluoroalkyl substances (PFAS) or train derailments, just refuse to accept it into your system, right? That plan sounds great until EPA comes knocking on your door saying your refusal to take out-of-state waste violates the U.S. Constitution, or you are served with a lawsuit from industry claiming you are legally required to accept their wastewater under your pretreatment program. This session will explore the limits utilities face in controlling what comes into their treatment works, and methods utilities can employ under the pretreatment program to try to minimize legal risk and harm to public perception.

Patrick Bradley, Clean Water Act Specialist
Michael Baker International | Richmond, VA

Robert Griffin, Vice President - North Carolina
CDG, Inc. | Charlotte, NC

3:00 – 3:30 **Keeping Wipes Out of Pipes: The Latest on Labeling and Laws**

After over a decade of working on the problem of wipes and other non-dispersible products wreaking havoc on every part of collection and treatment systems, "Do Not Flush" labeling has proliferated thanks to state laws. A federal bill labeling bill has also progressed, which would ensure that all non-flushable wipes would be clearly labeled "Do Not Flush." This update will cover the latest on labeling laws and how the issue of flushability is being addressed internationally.

Frank Dick, *Co-Chair, Pretreatment & Pollution Prevention Committee*

3:45 – 5:15 **NACWA Pretreatment Committee Meeting**
Marquis ABC
All *Workshop* participants are invited to attend this meeting, whether or not they are members of the Committee.

Attachment: colter travel-03182024151423 (RES-2024-326 : Travel Request - Pretreatment)

5:30 – 6:30 **Reception**
Restaurant, Lobby Level
This complimentary reception is open to all *Workshop* participants.

Friday, May 17

6:30 **Morning Run through Pittsburgh**
Hotel Lobby
Join fellow *Workshop* participants for a final hour of running or walking through Pittsburgh. Rain or shine, please meet us in the lobby!

8:15 – 10:30 **Registration**
Grand Ballroom Foyer

8:30 – 9:30 **Pretreatment Issues Roundtable Discussions – Round 2**
Grand Ballroom 3-5
Using the same format as the roundtable session on Thursday morning, this second roundtable will provide an additional opportunity for *Workshop* participants to choose a pretreatment issue to discuss with other pretreatment professionals. Pretreatment issues for discussion will include the following:

- Best Management Practices & Site-Specific Limits
- Centralized Waste Treatment Facilities
- Electronic Data Management & Mobile Apps
- Fats, Oils & Greases (FOG)
- Local Limits Development & Enforcement
- Extra Strength Surcharges
- Microbreweries, Craft Distilleries, & Wineries
- PFAS, PFOA, PFOS, etc.
- Zero Discharge & Non-Significant Categorical Industrial Users
- Pollution Prevention & Source Control
- Mercury Minimization & Dental Amalgam Programs
- Hauled Waste

9:30 – 9:50 **Networking Break**

9:50 – 9:55 **Opening Remarks**
Grand Ballroom 3-5
Frank Dick, *Co-Chair, Pretreatment & Pollution Prevention Committee*

9:55 – 10:55 **Focus on FOG: Creative Approaches to a Never-Ending Problem**
Controlling the discharge of fats, oils, and greases (FOG) is a challenge that never seems to end. With the vast multitude of food service establishments and other entities that can potentially discharge FOG, utilities need to think creatively to improve their efficiency of FOG control oversight. This panel will discuss some of the ways that partnerships with other agencies, improved data management techniques, and other strategies can help utilities ensure compliance with necessary FOG control measures.

10:55 – 11:25 **Show Me the Money! Cost Recovery for Pretreatment Programs**
How to pay for a pretreatment program can be a major concern for smaller utilities and utilities that are just starting up their programs. Utilities with existing pretreatment programs should also periodically consider their costs

Attachment: colter travel-03182024151423 (RES-2024-326 : Travel Request - Pretreatment)

and the best ways to recover those costs. This presentation will examine the different options available, how these options should be evaluated, and the best ways to follow through once cost recovery decisions are made.

Kim Cole, Principal
KimHEC | St. Louis, MO

11:25 – 11:30 **Closing Remarks**

Attachment: colter travel-03182024151423 (RES-2024-326 : Travel Request - Pretreatment)

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 28756 **RESOLUTION 2024-327** **ADOPTED**

WPCF Laboratory Colilert System IDEXX Distribution, Inc. CRS - 4668

The Engineering Department, WPCF Division is requesting that the Town Board authorize the Supervisor to sign an agreement with IDEXX Distribution to purchase their Colilert System as stated on their attached quote 20266253, dated 2/29/2024. We are requesting this purchase to update the fecal coliform test equipment and method in the WPCF Laboratory, which in hand will give us the capability of receiving test results within 24 hours rather than the 72 hours with our current method. This updated technology does not require labor intensive setup time which can be restrictive and cumbersome during wet weather events driving up laboratory overtime costs.

The WPCF would also like to note that IDEXX Distribution is the sole-source provider for this system. Currently, there are no other comparable systems.

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

Funds will be available in KP2028-4972 & G9916-4860.

Thank you for considering this request.

3/25/2024
Consent

FINANCIAL IMPACT:

KP2028-4972 & G9916-4860

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

AGREEMENT

Let this document stand as an Agreement between IDEXX Distribution, Inc. and the Town of Amherst permitting the Town of Amherst to purchase the Colilert system and consumable as listed on the IDEXX quote number 20266253, dated 2/29/2024. The term of this contract will be from date of Town Board approval by the Town of Amherst through December 31, 2025.

Agreed to and Accepted by:

IDEXX Distribution, Inc.

By: _____
Signature

Chun-Ming Chen
Printed name

VP General Manager
Title

Date: 03/05/2024

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: WPCF - IDEXX Agreement (RES-2024-327 : WPCF Laboratory Colilert System)

IDEXX

Date: 2/12/24

Account: Town of Amherst WW
Address: 455 Tonawanda Creek Rd, Amherst, NY 14228
IDEXX Account# 97684

Please accept this letter as confirmation that IDEXX Distribution, Inc. (FEIN # 35-2186625) is a wholly owned subsidiary of IDEXX Laboratories, Inc. and is the ***sole supplier*** of the following products to the Water Market:

Product	Sole Manufacturer	Sole Supplier in U.S. and Canadian Water Testing Markets**
Colilert* reagent	Yes	Yes
Colilert Comparator	Yes	Yes
Colilert*-18 reagent	Yes	Yes
Colisure* reagent	Yes	Yes
Enterolert* reagent	Yes	Yes
Pseudalert* reagent	Yes	Yes
Legiolert* reagent	Yes	Yes
IDEXX Vessels	Yes	Yes
Quanti-Tray* Sealer PLUS	Yes	Yes
Quanti-Tray*	Yes	Yes
All Colilert Starter Kits	Yes	Yes
All 20-pack, 100-pack, and 200-pack Combo Packs	Yes	Yes
IDEXX-QC kits[1]	Yes	Yes
Quanti-Cult™ QC kit	Yes	Yes
SimPlate* for HPC test kit	Yes	Yes
HPC for Quanti-Tray* reagent	Yes	Yes
EasyDisc* HPC tests	Yes	Yes
IDEXX Water SARS-CoV-2 RT-PCR Test	Yes	Yes
IDEXX Water DNA/RNA Magnetic Bead Kit	Yes	Yes
IDEXX Water Matrix and Fecal Control Kit	Yes	Yes
IDEXX Water Internal Control	Yes	Yes
Filta-Max* *xpress* Filter modules	Yes	Yes
Filta-Max *xpress* pressure Elution station	Yes	Yes
Filta-Max manual wash station	Yes	Yes
Filta-Max filter modules	Yes	Yes
Tecta* B4	Yes	Yes
Tecta B16	Yes	Yes
Tectalert tests (EC/TC, EC, FC, ENT)	Yes	Yes

** Utility, Public Health and Private labs performing environmental testing

Please note that IDEXX Distribution, Inc. was formed as a wholly owned subsidiary of IDEXX Laboratories, Inc.

I hope this information is of assistance. If you have any questions, please contact me at 1-800-321-0207 ext. 65144.

Sincerely,
Jennifer Novicki

1) IDEXX-QC kits: 98-29000-01, 98-29001-01, 98-29002-01, 98-29003-01, 98-29004-01, 98-29006-01, 98-29007-01, 98-0009287-01

*IDEXX, Colilert, Colilert-18, Colisure, Enterolert, Pseudalert, Legiolert, Quanti-Tray, SimPlate, EasyDisc, Filta-Max, Tecta and Tectalert are trademarks or registered trademarks of IDEXX Laboratories, Inc. or its affiliates in the United States and/or other countries. 10260

Attachment: WPCF - IDEXX Agreement (RES-2024-327 : WPCF Laboratory Colilert System)

IDEXX LABORATORIES

AMHERST

Number / Date
20266253 / 02/29/2024

Ship to Address
Town of Amherst
Wastewater
455 Tonawanda Creek Rd.
AMHERST NY 14228
UNITED STATES
UNITED STATES

Sold to Address
Town of Amherst
Wastewater
455 Tonawanda Creek Rd.
AMHERST NY 14228
UNITED STATES
UNITED STATES

Bill-to Customer 97684

Net weight : 59.230

Quote valid until 12/31/25

Material ID / *Commodity/COO*	*Description* / *Batch*	*Exp.Date*	*Backorder*	*Quantity item*	*UnitPrice*	*Total Value*
98-0002570-00 8422309187/US	SEALER PLUS, WQTSPLUS			1	4,898.00	4,898.00
95-21376-00	IDEXX SEALER CARE			1	975.00	975.00
99-19152	COLILERT-18/QTRAY2K COMBO 20PK			1		
98-08876-00 3822190080/US	WP020I-18 GAMMA IRRAD COLILERT-18 20PACK			1		
98-14854-00 3926909910/US	WQT2K-20 QUANTI-TRAY 2000 DISP. 20/BOX			1		
98-09220-00 3926909910/CN	WV120SBST-20,VESSELS W/ST AND SB, 20PK			1		
98-09227-00 3822190080/US	WQT2KC, PRE-DISP.QT 2000 COMPARATOR			1		
98-09406-01 3822190080/US	WDPD10FD,FREE Cl,5/10ML,200T W/DISPENS			1		
98-29001-01 3822190080/US	WQC-FC IDEXX-QC_FECAL COLIFORM			1		
98-20724-01 8539490040/US	WL160,6 WATT FLUOR LAMP			1	325.00	325.00
98-21322-00 9405490000/US	WCM10 UV VIEWING CABINET			1	325.00	325.00

All local taxes at customer charge

Attachment: WPCF - IDEXX Agreement (RES-2024-327 : WPCF Laboratory Colilert System)

IDEXX LABORATORIES

Date
02/29/2024

Number
20266253

Material ID / Commodity/COO	Description / Batch	Exp.Date	Backorder	Quantity / item	UnitPrice	Total Value
98-27164-00 3822190080/US	WP100I-18IRRADIATEDCOLILERT-18 100PK			5	1,081.00	5,405.00
98-09221-00 3926909910/CN	WV120SBST-200,VESSELS W/ST AND SB, 200PK			3	214.00	642.00
98-21675-00 3926909910/US	WQT2K QUANTI-TRAY 2000 DISPOSABLE 100/BX			5	329.00	1,645.00
98-29001-01 3822190080/US	WQC-FC IDEXX-QC_FECAL COLIFORM			3	225.00	675.00
98-09227-00 3822190080/US	WQT2KC, PRE-DISP.QT 2000 COMPARATOR			1	39.00	39.00
98-09406-01 3822190080/US	WDPD10FD,FREE Cl,5/10ML,200T W/DISPENS			2	68.00	136.00

Items Total	**15,065.00**
Freight Value	**441.74**
Tax total	~~**1,356.84**~~
Total Amount	**USD** ~~**16,863.58**~~

15,506.74 (WTD)

All local taxes at customer charge

Attachment: WPCF - IDEXX Agreement (RES-2024-327 : WPCF Laboratory Colilert System)

idexx.com

IDEXX LABORATORIES

IDEXX Distribution, Inc.
One IDEXX Drive
Westbrook, Maine 04092
800-321-0207

February 29, 2024
Town of Amherst
March 1, 2024-December 31, 2025

Please accept this letter as confirmation that IDEXX Distribution, Inc. (FEIN# 35-2186625) agrees to provide the below negotiated pricing with Town of Amherst (the "Client") for the term (21 months).

The prices set forth below are to remain confidential and will be effective for purchases moving forward, once signed by Town of Amherst.

Product Description	Catalog Number	Town of Amherst Pricing
WP100I-18 GAMMA IRAD COLILERT 100 PACK	98-27164-00	$1081.00
WQT2K QUANTI-TRAY 2000 DISPOSABLE TRAY 100/BOX	98-21675-00	$329.00
WV120SBST-200 VESSELS, 200 PACK	98-09221-00	$214.00
WQC-FC IDEXX FECAL COLIFORM	98-29001-01	$225.00
WQT2KC, 2000 COMPARATOR	98-09227-00	$39.00
WDPD10FD, FREE CHLORINE	98-09406-01	$68.00

We look forward to our continued partnership. If you have any questions, please contact me directly at 207-544-1417.

Sincerely,

Jennifer Novicki
IDEXX Distribution, Inc.
One IDEXX Dr.
Westbrook, ME 04092
(207) 544-1417

Town of Amherst

Print Name: _____
Title: _____

Signature: _____
Date: _____

Attachment: WPCF - IDEXX Agreement (RES-2024-327 : WPCF Laboratory Colilert System)

Addendum to Contract VENDOR NOT ON SITE

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. 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.

5. 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).
(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.

Attachment: WPCF - IDEXX Agreement (RES-2024-327 : WPCF Laboratory Colilert System)

6. 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.

7. 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.

8. 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.

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:

IDEXX Distribution, Inc.

Print Name of Company

By: _____

Signature

Chun-Ming Chen

Printed name

Date: 03/05/2024

Agreed to and Accepted by:

Town of Amherst

By: _____

Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19 SJS

Attachment: WPCF - IDEXX Agreement (RES-2024-327 : WPCF Laboratory Colilert System)

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.

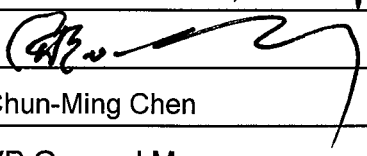
By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

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: IDEXX Distribution, Inc.

Signature: 

Print Name: Chun-Ming Chen

Title: VP General Manager

Date: 03/05/2024

Revised 8.2023

Attachment: WPCF - IDEXX Agreement (RES-2024-327 : WPCF Laboratory Colilert System)

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 03/05/2024

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
Aon Risk Services Northeast, Inc.
Boston MA Office
53 State Street
Suite 2201
Boston MA 02109 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Property Cas Co of America	25674
INSURER B:	Travelers Casualty & Surety Company	19038
INSURER C:	The Phoenix Insurance Company	25623
INSURER D:	Navigators Insurance Co	42307
INSURER E:		
INSURER F:		

INSURED
IDEXX Laboratories, Inc.
One IDEXX Drive
Westbrook ME 04092-2041 USA

COVERAGES **CERTIFICATE NUMBER:** 570104194202 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY			H6600L073918PHX23	06/30/2023	06/30/2024	EACH OCCURRENCE	$2,000,000
	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	$2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	Excluded
	OTHER:							
A	AUTOMOBILE LIABILITY			TC2JCAP-4296L226-TIL-23	06/30/2023	06/30/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / HIRED AUTOS ONLY / SCHEDULED AUTOS / NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	X UMBRELLA LIAB X OCCUR			CUP0L1836102312	06/30/2023	06/30/2024	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED X RETENTION $10,000							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB6P3197972351K (AOS)	06/30/2023	06/30/2024	X PER STATUTE OTH-ER	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A		UB6P4201932351R (MA,WI)	06/30/2023	06/30/2024	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

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 in accordance with the policy provisions of the General Liability policy. General Liability evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221 USA

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

Aon Risk Services Northeast, Inc.

©1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Holder Identifier :

Certificate No : 570104194202

Attachment: WPCF - IDEXX Agreement (RES-2024-327 : WPCF Laboratory Collilert System)

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 28787 **RESOLUTION 2024-328** **ADOPTED**

Award of Bid - Hohl Industrial Services, Inc. WPCF: Building No. 1 Screen and Valve Improvements – General Contract Town Project Nos. 2016.002H & 2018.002B

On March 14th, 2024 bids were received for the above referenced project. As per the attached bid tabulation, two (2) bids were received for the General Contract (GC).

The Engineering Department recommends award of bid item G-1 to Hohl Industrial Services, Inc., 770 Riverview Blvd., Tonawanda, NY 14150 per their not-to-exceed bid amount of $4,498,000.00, for the WPCF: Building No. 1 Screen and Valve Improvements - General Contract.

To provide the proper level of funding for the project bid award, the Engineering Department also requests that the Town Board approve a budget transfers from the following Bond Accounts:

$50,000.00 from KP1621-4979 (Contingency) to KP1621-4972 (Construction)
$10,000.00 from KP1849-4979 (Contingency) to KP1849-4972 (Construction)
$10,000.00 from KP1926-4979 (Contingency) to KP1926-4972 (Construction)

Funds are available for this project from the following Bond Accounts and Government Funds:

WPCF: Disinfection/Metering/Screen Replacement	KP-1621-4972
WPCF: Building No. 1 Valve Rehabilitation	KP-1849-4972
WPCF: Microscreens Additions	KP-1926-4972
WPCF: Influent Intermediate Pump Station Rebuild	KP-2030-4972
American Rescue Plan Act (ARPA) Funds	

Thank you for your consideration of this request.

3/25/2024
Consent

FINANCIAL IMPACT:

KP-1621-4972

KP-1849-4972

KP-1926-4972

KP-2030-4972

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

Town of Amherst

WPCF Building No. 1 Screen and Valve Improvements

TOA Project No. 2016.002H & 2018.002B - General Contract

Bids Received

Thursday, March 14th, 2024 @ 12:00 P.M.

No.	BIDDER	BID BOND (Y/N)	G-1	G-2	G-3	TOTAL BID (G-1 thru G-3)	G-ALT1	G-ALT2
1	Hohl Industrial Services, Inc.	Yes	$4,498,000.00	$190,000.00	$80,000.00	$4,768,000.00	$133,000.00	$238,000.00
2	STC Construction, Inc.	Yes	$5,079,800.00	$190,000.00	$80,000.00	$5,349,800.00	$117,000.00	$293,000.00

Item Number	Item Description
G-1	SCREEN AND VALVE IMPROVEMENTS
G-2	GENERAL CONTINGENCY ALLOWANCE ($190,000.00)
G-3	CASH ALLOWANCE FOR OWNER ASSIGNED PROGRAMMER WORK ($80,000.00)
TOTAL BID	SUM OF BID ITEMS G-1 THRU G-3
G-ALT1	INSTALLING TWO NEW KNIFE GATE VALVES IN THE SUCTION PIPING FOR INFLUENT PUMPS NO. 2 AND 3, INSTEAD OF THE BUTTERFLY VALVES INCLUDED IN THE BASE PRICE.
G-ALT2	RETROFIT OF BAR SCREENS 2 AND 3

Attachment: TOA #2016.002H & 2018.002B (General) - Bid Tabulation 03-14-2024 (RES-2024-328 : Award

ARCADIS

March 19, 2024

Jeff Burroughs, PE
Town Engineer
Town of Amherst Engineering Department
455 Tonawanda Creek Road
Amherst, NY 14228

Arcadis of New York, Inc.
50 Fountain Plaza
Suite 360
Buffalo
New York 14202
Phone: 716 667 0900
www.arcadis.com

Subject: Town of Amherst Water Pollution Control Facility
Building No. 1 Screen and Valve Improvements
Recommendation Regarding Award of Construction Contracts

Dear Mr. Burroughs:

Bids for the above-referenced Project were received by the Town of Amherst (Town) and opened on March 14, 2024 at 12:00 p.m. ET at the Town of Amherst Municipal Building. This letter presents our recommendations relative to award of the Project's General and Electrical Construction Contracts. Bids for the contracts were received from the following:

- General Construction Contract:
  - Hohl Industrial Services, Inc.
  - STC Construction, Inc.
- Electrical Construction Contract:
  - CIR Electrical Construction Corporation
  - Frey Electric Construction Co., Inc.

Enclosed are a tabulation of the Bids received by contract and a one-page tabulation titled "Bid Evaluation Checklist for Bids Received on March 14, 2024"; the latter summarizes irregularities in the Bids received, if any. Per the Instructions to Bidders, the Bids are valid for a period of 60 days from date of the Bid opening (i.e., through May 13, 2024).

General Construction Contract

Bid Items: The General Construction Contract includes a base bid, consisting of three lump sum items, plus two alternative bid items, as described in the attached bid tabulation. Alternative bid items are a commonly-used approach in the industry for an Owner to obtain pricing for certain elements of the work that the Owner will determine whether to award after pricing is received. Based on discussion with the Town, due to budgetary constraints, Alternative Bid Items G-ALT1 and G-ALT2 will not be awarded at this time. Further, Bid Item G-2 – General Contingency Allowance and Bid Item No. G-3 – Cash Allowance for Owner Assigned Programmer Work will not be awarded at this time in order to stay within the available budget. These items were included in the contract to cover potential changes in the work or additional programming work that is deemed necessary during execution of the Contract. It is our understanding that the Town may add these items back into the Contract as the budget allows but without awarding these items, any changes in the Work would be required to be added to the Contract via Change Order. Based on our discussions with the Town, they are comfortable with this approach and we recommend award of Bid Item G-1.

Attachment: Arcadis Recommendation Letter 3-19-24 (RES-2024-328 : Award of Bid - Hohl Industrial Services, Inc.)

Mr. Jeff Burroughs, PE
Town of Amherst

Bid Evaluation and Responsiveness: Based on evaluation of the bids, the apparent low Bid was submitted by Hohl Industrial Service, Inc. (Hohl) of Tonawanda, New York. We have evaluated Hohl's Bid and determined it to be mathematically correct and in general compliance with the requirements of the Bidding Documents.

Bidder Responsibility: Hohl is a reputable general contractor who has been performing construction in the western New York area for approximately 70 years and the Town of Amherst is experienced with Hohl through several prior projects. Following the bid opening, Arcadis contacted Hohl, who indicated that they are comfortable with their Bid Price.

Electrical Construction Contract

Bid Items: The Electrical Construction Contract includes a base bid, consisting of two lump sum items, as described in the attached bid tabulation. There are no alternative bid items included in this Contract. Similar to the General Construction Contract, bid item E-2 – Electrical Contingency Allowance will not be awarded at this time due to budgetary constraints but it is our understanding that it may be added back in the future if the budget allows. This item was included in the contract to cover potential changes in the work resulting from unforeseen or unidentified conditions. By not awarding this bid item, a change order would be required to add any additional scope into the Contract. Based on our discussions with the Town, they are comfortable with this approach and we recommend award of Bid Item E-1.

Bid Evaluation and Responsiveness: Based on evaluation of the bids, the apparent low Bid was submitted by CIR Electrical Construction Corporation (CIR) of Grand Island, New York. We have evaluated CIR's Bid and determined it to be mathematically correct and in compliance with the requirements of the Bidding Documents.

Bidder Responsibility: CIR is a reputable electrical contractor who has been performing construction in the western New York area for nearly 50 years. Following the bid opening, Arcadis contacted CIR, who indicated that they are comfortable with their Bid Price.

Recommendations

We recommend the following:

1. As presented above, we recommend the award of Bid Item No. G-1 of the General Construction Contract and Bid Item No. E-1 of the Electrical Construction Contract.
2. Because Hohl submitted the lowest-priced, responsive, and responsible Bid for the General Construction Contract, subject to review by the Town, we recommend awarding the General Construction Contract to Hohl Industrial Services, Inc., 770 Riverview Boulevard, Tonawanda, NY as the Successful Bidder, in the total amount of $4,498,000.00.
3. Because CIR submitted the lowest-priced, responsive, and responsible Bid for the Electrical Construction Contract, subject to review by the Town, we recommend awarding the Electrical Construction Contract to CIR Electrical Construction Corporation, 2517 Long Road, Grand Island, NY as the Successful Bidder, in the total amount of $258,750.00.
4. Each Contract award should be contingent upon the Successful Bidder furnishing acceptably-executed Contract Documents, acceptable performance and payment bonds, evidence of insurance, and any other Town-required forms.

Attachment: Arcadis Recommendation Letter 3-19-24 (RES-2024-328 : Award of Bid - Hohl Industrial Services, Inc.)

Mr. Jeff Burroughs, PE
Town of Amherst

5. If approved by the Town, a Notice of Award letter should be signed by an authorized Town official and transmitted to each Successful Bidder (with an electronic copy to Arcadis), together with three copies of the proposed Contract Documents for signature by the Successful Bidder. It is our understanding the Town will prepare and transmit the Notice of Award letters. The number of originals is intended for distribution of one fully-executed original to each of the following: Owner (Town), successful Bidder (Hohl or CIR), and Engineer (Arcadis).
6. Upon the Town's receipt of acceptable performance bond, payment bond, evidence of insurance, and signed originals of the Contract Documents from the Successful Bidder, the Town should execute the Contract Documents and Notice to Proceed. After subsequently executing the Contract Documents and Notice to Proceed, the Town should distribute the executed original Contract Documents and Notice to Proceed to each of the following: Owner (Town), Contractor (Hohl or CIR), and Engineer (Arcadis).

Should you have questions or comments, please contact me at 716 462 7166.

Sincerely,
Arcadis of New York, Inc.

Josh Tingue, PE
Project Engineer

Email: Joshua.Tingue@arcadis.com
Direct Line: 716 462 7166

CC. Richard Rink, PE – Town of Amherst
Michael Poslinski – Town of Amherst
Jerry Suszynski – Town of Amherst

Enclosures

Attachment: Arcadis Recommendation Letter 3-19-24 (RES-2024-328 : Award of Bid - Hohl Industrial Services, Inc.)

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 28788 **RESOLUTION 2024-329** **ADOPTED**

Award of Bid - CIR Electrical Construction Corporation WPCF: Building No. 1 Screen and Valve Improvements – Electrical Contract Town Project Nos. 2016.002H & 2018.002B

On March 14th, 2024 bids were received for the above referenced project. As per the attached bid tabulation, two (2) bids were received for the Electrical Contract (EC).

The Engineering Department recommends award of bid item E-1 to CIR Electrical Construction Corporation, 2517 Long Road, Grand Island, NY 14072 per their not-to-exceed bid amount of $258,750.00, for the WPCF: Building No. 1 Screen and Valve Improvements - Electrical Contract.

Funds are available for this project from the following Bond Accounts and Government Funds:

WPCF: Disinfection/Metering/Screen Replacement	KP-1621-4972
WPCF: Building No. 1 Valve Rehabilitation	KP-1849-4972
WPCF: Microscreens Additions	KP-1926-4972
WPCF: Influent Intermediate Pump Station Rebuild	KP-2030-4972
American Rescue Plan Act (ARPA) Funds	

Thank you for your consideration of this request.

3/25/2024
Consent

FINANCIAL IMPACT:

KP-1621-4972

KP-1849-4972

KP-1926-4972

KP-2030-4972

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

Town of Amherst

WPCF Building No. 1 Screen and Valve Improvements

TOA Project No. 2016.002H & 2018.002B - Electrical Contract

Bids Received

Thursday, March 14th, 2024 @ 12:00 P.M.

No.	BIDDER	BID BOND (Y/N)	E-1	E-2	TOTAL BID
1	CIR Electrical Construction Corp.	Yes	$258,750.00	$60,000.00	$318,750.00
2	Frey Electric Construction Co., Inc.	Yes	$430,000.00	$60,000.00	$490,000.00

Item Number	Item Description
E-1	SCREEN AND VALVE IMPROVEMENTS
E-2	ELECTRICAL CONTINGENCY ALLOWANCE ($60,000.00)
TOTAL BID	SUM OF BID ITEMS E-1 THRU E-2

Attachment: TOA #2016.002H & 2018.002B (Electrical) - Bid Tabulation 03-14-2024 (RES-2024-329 : Award

ARCADIS

March 19, 2024

Jeff Burroughs, PE
Town Engineer
Town of Amherst Engineering Department
455 Tonawanda Creek Road
Amherst, NY 14228

Arcadis of New York, Inc.
50 Fountain Plaza
Suite 360
Buffalo
New York 14202
Phone: 716 667 0900
www.arcadis.com

Subject: Town of Amherst Water Pollution Control Facility
Building No. 1 Screen and Valve Improvements
Recommendation Regarding Award of Construction Contracts

Dear Mr. Burroughs:

Bids for the above-referenced Project were received by the Town of Amherst (Town) and opened on March 14, 2024 at 12:00 p.m. ET at the Town of Amherst Municipal Building. This letter presents our recommendations relative to award of the Project's General and Electrical Construction Contracts. Bids for the contracts were received from the following:

- General Construction Contract:
  - Hohl Industrual Services, Inc.
  - STC Construction, Inc.
- Electrical Construction Contract:
  - CIR Electrical Construction Corporation
  - Frey Electric Construction Co., Inc.

Enclosed are a tabulation of the Bids received by contract and a one-page tabulation titled "Bid Evaluation Checklist for Bids Received on March 14, 2024"; the latter summarizes irregularities in the Bids received, if any. Per the Instructions to Bidders, the Bids are valid for a period of 60 days from date of the Bid opening (i.e., through May 13, 2024).

General Construction Contract

Bid Items: The General Construction Contract includes a base bid, consisting of three lump sum items, plus two alternative bid items, as described in the attached bid tabulation. Alternative bid items are a commonly-used approach in the industry for an Owner to obtain pricing for certain elements of the work that the Owner will determine whether to award after pricing is received. Based on discussion with the Town, due to budgetary constraints, Alternative Bid Items G-ALT1 and G-ALT2 will not be awarded at this time. Further, Bid Item G-2 – General Contingency Allowance and Bid Item No. G-3 – Cash Allowance for Owner Assigned Programmer Work will not be awarded at this time in order to stay within the available budget. These items were included in the contract to cover potential changes in the work or additional programming work that is deemed necessary during execution of the Contract. It is our understanding that the Town may add these items back into the Contract as the budget allows but without awarding these items, any changes in the Work would be required to be added to the Contract via Change Order. Based on our discussions with the Town, they are comfortable with this approach and we recommend award of Bid Item G-1.

Attachment: Arcadis Recommendation Letter 3-19-24 (RES-2024-329 : Award of Bid - CIR Electrical Construction Corporation)

Mr. Jeff Burroughs, PE
Town of Amherst

Bid Evaluation and Responsiveness: Based on evaluation of the bids, the apparent low Bid was submitted by Hohl Industrial Service, Inc. (Hohl) of Tonawanda, New York. We have evaluated Hohl's Bid and determined it to be mathematically correct and in general compliance with the requirements of the Bidding Documents.

Bidder Responsibility: Hohl is a reputable general contractor who has been performing construction in the western New York area for approximately 70 years and the Town of Amherst is experienced with Hohl through several prior projects. Following the bid opening, Arcadis contacted Hohl, who indicated that they are comfortable with their Bid Price.

Electrical Construction Contract

Bid Items: The Electrical Construction Contract includes a base bid, consisting of two lump sum items, as described in the attached bid tabulation. There are no alternative bid items included in this Contract. Similar to the General Construction Contract, bid item E-2 – Electrical Contingency Allowance will not be awarded at this time due to budgetary constraints but it is our understanding that it may be added back in the future if the budget allows. This item was included in the contract to cover potential changes in the work resulting from unforeseen or unidentified conditions. By not awarding this bid item, a change order would be required to add any additional scope into the Contract. Based on our discussions with the Town, they are comfortable with this approach and we recommend award of Bid Item E-1.

Bid Evaluation and Responsiveness: Based on evaluation of the bids, the apparent low Bid was submitted by CIR Electrical Construction Corporation (CIR) of Grand Island, New York. We have evaluated CIR's Bid and determined it to be mathematically correct and in compliance with the requirements of the Bidding Documents.

Bidder Responsibility: CIR is a reputable electrical contractor who has been performing construction in the western New York area for nearly 50 years. Following the bid opening, Arcadis contacted CIR, who indicated that they are comfortable with their Bid Price.

Recommendations

We recommend the following:

1. As presented above, we recommend the award of Bid Item No. G-1 of the General Construction Contract and Bid Item No. E-1 of the Electrical Construction Contract.
2. Because Hohl submitted the lowest-priced, responsive, and responsible Bid for the General Construction Contract, subject to review by the Town, we recommend awarding the General Construction Contract to Hohl Industrial Services, Inc., 770 Riverview Boulevard, Tonawanda, NY as the Successful Bidder, in the total amount of $4,498,000.00.
3. Because CIR submitted the lowest-priced, responsive, and responsible Bid for the Electrical Construction Contract, subject to review by the Town, we recommend awarding the Electrical Construction Contract to CIR Electrical Construction Corporation, 2517 Long Road, Grand Island, NY as the Successful Bidder, in the total amount of $258,750.00.
4. Each Contract award should be contingent upon the Successful Bidder furnishing acceptably-executed Contract Documents, acceptable performance and payment bonds, evidence of insurance, and any other Town-required forms.

Attachment: Arcadis Recommendation Letter 3-19-24 (RES-2024-329 : Award of Bid - CIR Electrical Construction Corporation)

Mr. Jeff Burroughs, PE
Town of Amherst

5. If approved by the Town, a Notice of Award letter should be signed by an authorized Town official and transmitted to each Successful Bidder (with an electronic copy to Arcadis), together with three copies of the proposed Contract Documents for signature by the Successful Bidder. It is our understanding the Town will prepare and transmit the Notice of Award letters. The number of originals is intended for distribution of one fully-executed original to each of the following: Owner (Town), successful Bidder (Hohl or CIR), and Engineer (Arcadis).
6. Upon the Town's receipt of acceptable performance bond, payment bond, evidence of insurance, and signed originals of the Contract Documents from the Successful Bidder, the Town should execute the Contract Documents and Notice to Proceed. After subsequently executing the Contract Documents and Notice to Proceed, the Town should distribute the executed original Contract Documents and Notice to Proceed to each of the following: Owner (Town), Contractor (Hohl or CIR), and Engineer (Arcadis).

Should you have questions or comments, please contact me at 716 462 7166.

Sincerely,
Arcadis of New York, Inc.



Josh Tingue, PE
Project Engineer

Email: Joshua.Tingue@arcadis.com
Direct Line: 716 462 7166

CC. Richard Rink, PE – Town of Amherst
Michael Poslinski – Town of Amherst
Jerry Suszynski – Town of Amherst

Enclosures

Attachment: Arcadis Recommendation Letter 3-19-24 (RES-2024-329 : Award of Bid - CIR Electrical Construction Corporation)

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 28794 **RESOLUTION 2024-330** **ADOPTED**

NYSOGS Piggyback Contract for #2 Fuel Oil Mirabito Holdings, Inc. D/B/A Mirabito Energy Products CRS #4716

The Engineering Department, WPCF Division is requesting that the Town Board authorize the Supervisor to sign an agreement with Mirabito Holdings, Inc. D/B/A/ Mirabito Energy Products to purchase #2 Fuel Oil piggybacking off the current NYSOGS Contract, Group 05500, Award 23287, PC 70303. This contract would be for minimum deliveries of 5,500 gallons of #2 Fuel Oil on an as-needed basis and run through August 31, 2025, unless further extended by NYSOGS.

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

Funds will be available in G9916-4940

Thank you for considering this request.

3/25/2024
Consent

FINANCIAL IMPACT:

G9916-4940

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

AGREEMENT

Let this document stand as an Agreement between Mirabito Holdings, Inc. d/b/a Mirabito Energy Products and the Town of Amherst permitting the Town of Amherst to purchase items as stated within New York State Contract Group 05500 – Fuel Oil, Heating (Grades #2, #6, Kerosene and Bioheating Fuel, Award number 23287, PC 0303. The term of this contract will be from date of Town Board approval by the Town of Amherst through August 31, 2025.

Agreed to and Accepted by:

Mirabito Holdings, Inc.
d/b/a Mirabito Energy Products

By: _____
Signature

Jason A. Mirabito
Printed name

S.V.P. Wholesale Fuels
Title

Date: 3/6/2024

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

NEW YORK STATE | 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 05500 – Fuel Oil, Heating (Grades #2, #6 Kerosene and Bioheating Fuel) (Statewide)** **Classification Code(s): 15**
Award Number	:	**23287 (Replaces Awards 23091 & 23274)**
Contract Period	:	**December 1, 2023 – August 31, 2025**
Bid Opening Date	:	**May 24, 2023**
Date of Issue	:	**November 17, 2023 (Revised December 5, 2023)**
Specification Reference	:	**As Incorporated Herein**
Contractor Information	:	**Appears on Page 2 of this Award**

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Bryant Kirk Title : Contract Management Specialist 2 Phone : 518-402-3021 E-mail : Bryant.kirk@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 State and Non-state agencies with a means of acquiring various grades of Fuel Oil, e.g., Heating (Grades #2, Kerosene, and biodiesel) for use. The product shall be Contractor furnished, delivered, and unloaded as specified herein. The pricing included in this document is the pricing bid by the contractors.

This Award has 15% MBE, 15% WBE and 0% SDVOB goal requirements.

PR # 23287

(continued)

Attachment: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

NOTE: See individual contract items to determine actual awardees.

Contract #	Contractor & Address	Contact Information	FEIN Number	NYS Vendor ID#
PC70300 SB	**Buell Fuel, LLC** **2676 State Route 12B** **Deansboro, NY 13328** Customer Services Contact for NYS Contract Orders (Mon-Fri 7:30am-5:00pm): Contacts for After Hours, Weekend, Holiday, or NYS Declared Emergency:	Garth Curtis Bid and Supply Manager Phone: 315-841-3000 Email: garth@buellfuel.com Customer Service Phone: 315-841-3000 Garth Curtis Phone: 315-841-9008 Email: garth@buellfuel.com	760826999	1000009690
PC70301	**Global Montello Group Corp** **800 South Street** **Waltham, MA 02454** Customer Service Contact for NYS Contract Orders during Normal Business Hours: Contact for After Hours, Weekend/Holidays, or NYS Declared Emergency:	Bid Department Bid Personnel Phone: 781-398-4003 Email: bids@globalp.com 24/7/365 Dispatch Department Dispatch Personnel Toll-Free: 800-826-5686 Email: smartbuydispatch@globalp.com Dispatch Department Toll-Free: 800-826-5686 Email: smartbuydispatch@globalp.com	043443028	1100005467
PC70302	**HOP Energy, LLC dba** **KoscoHeritage** **625 Sawkill Rd** **Kingston, NY 12401** Customer Services Contact for NYS Contract Orders (Mon-Fri 8:00am-4pm): Contact or Escalating Contract Orders: Contact for After Hours, Weekend, or Holiday Emergency: Contacts for NYS Declared Emergencies:	Anne Larkin-Ede Contract Specialist Phone: 845-336-2000 x1205 Email: Aede@Hopenergy.com Customer Services Phone: 845-336-2000 Email:Nysbidorders@hopenergy.com Kathy Duncan Phone: 845-336-2000 x1214 Email: kduncan@Hopenergy.com KoscoHeritage Answering Service Phone: 845-336-2000 Ron Mustello Phone: 845-656-9595 Email: Rmustello@Hopenergy.com	061434797	1100232871

(continued)

Attachment: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

Contract #	Contractor & Address	Contact Information	FEIN Number	NYS Vendor ID#
PC70303 X	**Mirabito Holdings Inc.** **d/b/a Mirabito Energy Products** **The Metrocenter – 49 Court St.** **PO Box 5306** **Binghamton, NY 13902** Customer Services Contact for NYS Contract Orders (Mon-Fri 8am-5pm): Contact or Escalating Contract Orders: Contacts for After Hours, Weekend, Holiday, or NYS Declared Emergency:	Joe D'Esti Pricing and Supply Administrator Phone: 607-352-2958 Toll-Free Phone: 800-934-9480 Email: joe.desti@mirabito.com Customer Services Phone: 607-352-2800 Toll-Free Phone: 800-934-9480 Jason Mirabito Phone: 607-352-2930 Toll-Free Phone: 1-800-934-9480 Email: jason.mirabito@mirabito.com George Mister Phone: 607-352-2811 Toll-Free Phone: 800-934-9480 Email: George.mister@mirabito.com Jason Mirabito Phone: 607-352-2930 Toll-Free Phone: 800-934-9480 Email: jason.mirabito@mirabito.com	**150552668**	**1000007358**
PC70304 **Disregarded Entity**	**Sprague Operating Resources LLC*** **185 International Dr.** **Portsmouth, NH 03801** Customer Service Contact for NYS Contract Orders (24/7): Contacts for NYS Declared Emergencies:	Jeanette Finley Phone: 914-328-6730 Toll-Free Phone: 877-689-1880 Email: contractdesk@spragueenergy.com Customer Service Care Team Toll-Free Phone: 800-880-6037 Email: orders@spragueenergy.com Barry Panicola Phone: 516-622-7091 Email: contractmgmt@spragueenergy.com	**020415440**	1100301627

*** Sprague Operating Resources LLC is a disregarded entity of Parent/Owner, Hartree Partners LP. Hartree Partners LP's Employer Identification Number is 133937429. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Sprague Operating Resources LLC is the entity who holds Contract PC70304 and is fully responsible for the performance of duties under Contract PC70304. As stated above, it is the Parent/Owner's Employer Identification Number that is used for payment and tax reporting purposes under the Contract.**

(continued)

Attachment: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

Contract #	Contractor & Address	Contact Information	FEIN Number	NYS Vendor ID#
PC70305 Disregarded Entity	**Sunoco, LLC*** **3801 West Chester Pike** **Newtown Square, PA 19703**	Government Contract Team Phone: 260-423-4477 Email: govorders@gladieuxenergy.com	464151222	1100298103
	Customer Services Contact for NYS Contract Orders (Mon-Fri 8am-5pm):	Mathew Scheiber Phone: 260-324-7925 Email: mathew.scheiber@sunoco.com		
	Contacts for After Hours, Weekend, Holiday, or NYS Declared Emergency:	Charles Hunt Phone: 260-324-7921 Email: charles.hunt@sunoco.com		
*** Sunoco, LLC is a disregarded entity of Parent/Owner, Sunoco LP. Sunoco LP's Employer Identification Number is 300740483. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Sunoco, LLC is the entity who holds Contract PC70305 and is fully responsible for the performance of duties under Contract PC70305. As stated above, it is the Parent/Owner's Employer Identification Number that is used for payment and tax reporting purposes under the Contract.**				
PC70306	**United Metro Energy Corporation** **500 Kingsland Ave.** **Brooklyn, NY 11222**	Cristina Rodelo Bid Analyst Phone: 929-271-5079 Email: cristinarodelo@umecny.com	462112871	1100082712
	Customer Services Contact for NYS Contract Orders (Mon-Fri 7am-6pm:	Customer Service Phone: 718-383-1400 Email: orders@umecny.com		
	Escalating Contract Orders:	Edward Abreu Phone: 718-383-1400 Email: edwardabreu@umecny.com		
	Contacts for After Hours, Weekend, Holiday, or NYS Declared Emergency:	Cristina Rodelo Bid Analyst Phone: 929-271-5079 Email: cristinarodelo@umecny.com Joseph Colonel Phone: 914-575-1604 Email: josephcolonel@umecny.com		

(continued)

Attachment: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

Cash Discount, If Shown, Should be Given Special Attention.

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:

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).

Scope

The purpose of this Contract is to provide Authorized Users with a means of acquiring various grades of Fuel Oil, e.g., Heating (Grades #2, #6, Kerosene, and biodiesel) by bulk delivery to Authorized Users' storage facility for use by Authorized Users. The product shall be Contractor furnished, delivered and unloaded as specified herein.

This Contract is issued by the New York State ("NYS") Office of General Services ("OGS"), Procurement Services for various types of Fuel Oil, e.g., Heating (Grades #2, #6, Kerosene, and biodiesel) as specified herein for all Authorized Users eligible to purchase through this Contract.

(continued)

Attachment: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

The resulting Commodities contracts under this Award will be centralized contracts based on filed requirements. This is a statewide Contract. The State awarded contracts by item within a County on the basis of lowest price to responsive and responsible Bidders, who are able to meet the terms and conditions of this Contract. The Contractors are awarded contracts for approximately a two-year term, with renewal options, as further described herein. There are MWBE overall Goals of 30%, but there are no SDVOB goals.

There shall be no blending of other than pure distillates or unused residual fuel oils for product provided via this contract.

This Contract makes one (1) award each in the following fuel types for the following Counties:

Item Number	County	Fuel Type	Contractor
1	Albany	2-TW B5	Global Montello Group Corp
2	Albany	2-TW B20	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
3	Albany	2-MT B5	Sunoco, LLC
4	Albany	2-MT B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
5	Albany	6-MT (0.5%) B5	Sprague Operating Resources LLC
6	Albany	KERO (Heating)	Sunoco, LLC
7	Bronx	2-TW B5	Sprague Operating Resources LLC
8	Bronx	2-MT B5	United Metro Energy Corp
9	Broome	2-TW B5	Buell Fuel LLC
10	Broome	2-TW B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
11	Broome	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
12	Broome	KERO (Heating)	Sunoco, LLC
13	Cayuga	KERO (Heating)	Sunoco, LLC
14	Chemung	2-TW B5	Sunoco, LLC
15	Chemung	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
16	Chemung	KERO (Heating)	Sunoco, LLC
17	Chenango	2-TW B5	Buell Fuel LLC
18	Clinton	2-TW B5	Sunoco, LLC
19	Clinton	2-TW B10	Sunoco, LLC
20	Clinton	2-TW B20	Sunoco, LLC
21	Clinton	2-MT B5	Sunoco, LLC
22	Clinton	2-MT B10	Sunoco, LLC
23	Clinton	KERO (Heating)	Sunoco, LLC
24	Columbia	2-TW B5	Hop Energy LLC dba KoscoHeritage
25	Columbia	2-MT B5	Sunoco, LLC
26	Columbia	2-MT B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
27	Columbia	KERO (Heating)	Sunoco, LLC
28	Cortland	2-TW B5	Buell Fuel LLC
29	Delaware	2-TW B5	Buell Fuel LLC
30	Delaware	2-TW B20	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products

(continued)

Attachment: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

31	Delaware	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
32	Delaware	2-MT B20	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
33	Delaware	KERO (Heating)	Sunoco, LLC
34	Dutchess	2-TW B5	Hop Energy LLC dba KoscoHeritage
35	Dutchess	2-MT B5	Sprague Operating Resources LLC
36	Dutchess	KERO (Heating)	Sunoco, LLC
37	Erie	2-TW B5	Sunoco, LLC
38	Erie	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
39	Erie	KERO (Heating)	Sunoco, LLC
40	Essex	2-TW B5	Sunoco, LLC
41	Essex	2-TW B10	Sunoco, LLC
42	Essex	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
43	Essex	KERO (Heating)	Sunoco, LLC
44	Franklin	2-TW B5	Sunoco, LLC
45	Franklin	2-MT B5	Sunoco, LLC
46	Franklin	2-MT B10	Sunoco, LLC
47	Franklin	2-MT B20	Global Montello Group Corp
48	Franklin	KERO (Heating)	Sunoco, LLC
49	Greene	2-TW B5	Sunoco, LLC
50	Greene	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
51	Hamilton	2-TW B5	Buell Fuel LLC
52	Hamilton	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
53	Hamilton	KERO (Heating)	Sunoco, LLC
54	Herkimer	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
55	Jefferson	2-TW B5	Sunoco, LLC
56	Jefferson	2-TW B10	Sunoco, LLC
57	Jefferson	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
58	Jefferson	KERO (Heating)	Sunoco, LLC
59	Kings	2-TW B5	United Metro Energy Corp
60	Kings	2-TW B20	Sprague Operating Resources LLC
61	Kings	2-MT B5	United Metro Energy Corp
62	Lewis	2-TW B5	Buell Fuel LLC
63	Livingston	2-TW B5	Sunoco, LLC
64	Madison	2-TW B5	Buell Fuel LLC
65	Madison	KERO (Heating)	Buell Fuel LLC
66	Monroe	2-TW B10	Sunoco, LLC
67	Monroe	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
68	Montgomery	2-TW B5	Buell Fuel LLC
69	Nassau	2-TW B5	United Metro Energy Corp
70	Nassau	2-TW B10	Sunoco, LLC
71	Nassau	2-TW B20	Sunoco, LLC
72	Nassau	2-MT B5	United Metro Energy Corp

(continued)

Attachment: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

73	New York	2-TW B5	United Metro Energy Corp
74	New York	2-MT B5	United Metro Energy Corp
75	Oneida	2-TW B5	Buell Fuel LLC
76	Oneida	2-TW B10	Buell Fuel LLC
77	Oneida	2-TW B20	Buell Fuel LLC
78	Oneida	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
79	Oneida	KERO (Heating)	Buell Fuel LLC
80	Onondaga	2-TW B5	Buell Fuel LLC
81	Onondaga	KERO (Heating)	Buell Fuel LLC
82	Orange	2-TW B5	Hop Energy LLC dba KoscoHeritage
83	Orange	2-TW B20	Sprague Operating Resources LLC
84	Orange	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
85	Orange	KERO (Heating)	Sunoco, LLC
86	Orleans	2-TW B5	Sunoco, LLC
87	Orleans	2-TW B10	Sunoco, LLC
88	Orleans	KERO (Heating)	Sunoco, LLC
89	Otsego	2-TW B5	Buell Fuel LLC
90	Otsego	2-MT B5	Sunoco, LLC
91	Otsego	KERO (Heating)	Sunoco, LLC
92	Putnam	2-TW B5	Sprague Operating Resources LLC
93	Putnam	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
94	Queens	2-MT B5	United Metro Energy Corp
95	Rensselaer	2-TW B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
96	Rensselaer	2-TW B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
97	Rensselaer	KERO (Heating)	Sunoco, LLC
98	Richmond	2-TW B5	Sunoco, LLC
99	Richmond	2-MT B5	Sunoco, LLC
100	Rockland	2-TW B5	Sunoco, LLC
101	Rockland	2-TW B10	Sunoco, LLC
102	Rockland	2-MT B5	Global Montello Group Corp
103	Rockland	KERO (Heating)	Sunoco, LLC
104	Saratoga	2-TW B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
105	Saratoga	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
106	Saratoga	KERO (Heating)	Sunoco, LLC
107	Schenectady	2-TW B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
108	Schenectady	2-TW B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
109	Schoharie	2-TW B5	Sunoco, LLC
110	Schoharie	2-TW B10	Sunoco, LLC
111	Schoharie	2-TW B20	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
112	Schoharie	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
113	Schoharie	2-MT B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
114	Schoharie	KERO (Heating)	Sunoco, LLC

(continued)

Attachment: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

115	Seneca	2-TW B5	Buell Fuel LLC
116	Seneca	KERO (Heating)	Buell Fuel LLC
117	St Lawrence	2-TW B5	Sunoco, LLC
118	St Lawrence	2-TW B10	Sunoco, LLC
119	St Lawrence	2-MT B5	Sunoco, LLC
120	St Lawrence	2-MT B10	Sunoco, LLC
121	St Lawrence	KERO (Heating)	Sunoco, LLC
122	Suffolk	2-TW B5	United Metro Energy Corp
123	Suffolk	2-MT B5	Sunoco, LLC
124	Sullivan	2-TW B5	Hop Energy LLC dba KoscoHeritage
125	Sullivan	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
126	Sullivan	KERO (Heating)	Sunoco, LLC
127	Tioga	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
128	Tompkins	2-TW B5	Buell Fuel LLC
129	Ulster	2-TW B5	Hop Energy LLC dba KoscoHeritage
130	Ulster	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
131	Ulster	KERO (Heating)	Sunoco, LLC
132	Warren	2-TW B5	Sunoco, LLC
133	Warren	2-TW B10	Sunoco, LLC
134	Warren	2-MT B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
135	Warren	KERO (Heating)	Sunoco, LLC
136	Washington	2-TW B5	Sunoco, LLC
137	Washington	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
138	Washington	KERO (Heating)	Sunoco, LLC
139	Westchester	2-TW B5	Sunoco, LLC
140	Westchester	2-TW B20	Sunoco, LLC
141	Westchester	2-MT B5	Sunoco, LLC
142	Westchester	2-MT B20	Global Montello Group Corp

Estimated Quantities

This Contract shall be an estimated quantity Contract. No specific quantities are represented or guaranteed, and the State provides no guarantee of individual Authorized User participation. The estimated quantities are based on requirements submitted to OGS by Authorized Users to purchase from the resulting Contract. These Authorized Users have agreed not to enter into any other contracts for Fuel Oil (Heating) they filed for during the resulting contract period and will purchase all their Fuel Oil (Heating) requirement needs from awarded contracts. See Delivery Clauses, of this Contract. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The anticipated quantity of this Contract, based on filed requirements from Authorized Users, is approximately 29,029,414 gallons annually for all items combined. The individual value of each resultant Contract is indeterminate and will depend upon the number of Contracts issued and the competitiveness of the pricing offered, see Delivery Clauses.

Numerous factors could cause the actual quantities of Products purchased under a Contract to vary substantially from the estimates in the Solicitation. Such factors include, but are not limited to, the following:

(continued)

Attachment: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

- There is no guarantee of quantities to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases.
- The individual value of each Contract is indeterminate and will depend upon actual Authorized User demand and actual quantities ordered during the contract period.
- The State reserves the right to terminate any Contract prior to the end of the term pursuant to the terms and conditions of the Contract. Appendix B, Section 43 (Termination) subparagraph (b) (For Convenience) is hereby deleted for purposes of this Contract.
- Contract pricing that is lower than anticipated could result in a higher quantity of purchases by Authorized Users than anticipated.
- In accordance with the *Delivery Schedules* clause, the Contractor(s) shall accept orders from and deliver to any State Agency placing an order through this contract even if the State Agency does not appear on the Delivery Schedule at the time of the bid opening and may accept orders for any non-State Agency or Political Subdivision not appearing on the Delivery Schedule at the time of the bid opening.
- Contract pricing that is higher than anticipated could result in a lower quantity of purchases by Authorized Users than anticipated.

By submitting a Bid, Contractor acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting Contracts could vary substantially from the estimates provided in the Solicitation.

Definitions

Capitalized terms used in this Solicitation shall be defined in accordance with Appendix B, Definitions, or as below.

"ASTM" The acronym, "ASTM" shall be used as a designation for the American Society for Testing and Materials. All ASTM references in the specification are understood to refer to the most recent edition of that specification/standard.

"**Bid Deviation**" shall refer to any variance submitted or proposed by a Bidder, which deviates from, adds extraneous terms to, conflicts with or offers an alternative to any term, condition, specification or requirement of the Solicitation.

"Bioblend" is a mixture of biodiesel with either #2 fuel oil or #6 fuel oil.

"Biodiesel (B100)" a fuel comprised of mono-alkyl esters of long chain fatty acids derived from vegetable oils or animal fats, designated B100 or 100% biodiesel fuel, as defined in ASTM D6751 or latest revision thereof. ASTM D6751 covers low sulfur biodiesel (B100) for use as a blend component with diesel or other fuel oils.

"**Business Day**" shall refer to Monday through Friday from 8:00 AM – 5:00 PM ET, excluding NYS Holidays and federal holidays.

"**Delivery**" shall be the act of taking an ordered product to a person or place. Refer to *Product Delivery* clause in this Solicitation.

"Human Needs Customer" High priority customer such as residences hospitals and nursing homes for which failure to get heating oil could be life threatening.

"IP" shall be used as a designation for the Institute of Petroleum.

"Item" shall mean a specific fuel type (column C of Attachment 1) in a specific county (column B of Attachment 1) with its own unique number assigned to it as listed in column A of Attachment 1.

"Kerosene" a thin oil distilled from petroleum or shale oil, used as a fuel for heating and cooking.

"May" denotes the permissive in a Contract clause or specification. "May" does not mean "required." See also "Shall" and "Must."

"MT" shall refer to delivery by Motor Transport. Minimum delivery of 5,500 gallons at one time into one or more storage tanks at one location (one delivery ID from the Delivery Schedule),

(continued)

Attachment: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

"Must" denotes the imperative in a Contract clause or specification. "Must" is synonymous with "required." See also "Shall" and "May."

"**MWBE**" shall refer to a business certified with NYS Empire State Development ("ESD") as a Minority- and/or Women-owned Business Enterprise.

"No. 2 (#2)" The symbol No. 2 and/or #2 shall be used as a grade designation for distillate fuel oil meeting the requirements of ASTM D396.

"No. 6 (#6)" The symbol No. 6 and/or #6 shall be used as a grade designation for heavy residual fuels meeting the requirements of ASTM D396 used in industrial burners equipped for this viscosity range. Preheating is usually required for handling and proper atomization of this product.

"No. 2B5 (#2 B5)" The symbol No. 2B5 or #2 B5 shall be used as a grade designation for distillate fuel oil that is a mix of 95% petroleum and 5% soy-based product meeting the requirements of ASTM D396 or latest revision thereof (Fuel Oil).

"No. 2B10 (#2 B10)" The symbol No. 2B10 or #2 B10 shall be used as a grade designation for distillate fuel oil that is a mix of 90% #2 fuel and 10% B100 with the blended product meeting the requirements of ASTM D7467.

"No. 2B20 (#2 B20)" The symbol No. 2B20 or #2 B20 shall be used as a grade designation for distillate fuel oil that is a mix of 80% #2 fuel and 20% B100 with the blended product meeting the requirements of ASTM D7467.

"No. 6 B5 (#6 B5)" The symbol No. 6B5 or #6 B5 shall be used as a grade designation for heavy residual fuels that is a mix of 95% #6 fuel and 5% B100 meeting ASTM D396.

"**NYS Holidays**" refers to the legal holidays for State employees in the classified service of the executive branch, as more particularly specified on the website of the NYS Department of Civil Service. This includes the following: New Year's Day; Dr. Martin Luther King, Jr. Day; Washington's Birthday (observed); Memorial Day; Juneteenth; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; and Christmas Day.

"**NYS Vendor ID**" is a unique ten-character identifier issued by the NYS Office of the State Comptroller (OSC) when the vendor is registered on the Vendor File System.

"Posting Day" and "Posted Price" shall refer to the actual OPIS day the prices are posted.

"**Preferred Source Products**" shall refer to those Products that have been approved in accordance with New York State Finance Law § 162.

"**Preferred Source Program**" shall refer to the special social and economic goals set by New York State in State Finance Law § 162 that require a governmental entity purchase select Products from designated organizations when the Products meet the "form, function and utility" requirements of the governmental entity. Under State Finance Law § 163, purchases of Products from Preferred Sources are given the highest priority and are exempt from the competitive bidding requirements. The New York State Preferred Sources include: The Correctional Industries Program of the Department of Corrections and Community Supervision ("Corcraft"); New York State Preferred Source Program for People Who Are Blind ("NYSPSP"); and the New York State Industries for the Disabled ("NYSID"). These requirements apply to a state agencies, political subdivisions and public benefit corporations (including most public authorities).

"**Procurement Services**" shall refer to a business unit of OGS, formerly known as New York State Procurement ("NYSPro") and Procurement Services Group ("PSG").

"Prompt Delivery" shall refer to any delivery that is completed within the Contractor's specified guaranteed delivery time.

"Prompt Will-call" shall refer to the time an Authorized User places an order.

(continued)

Attachment: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

"**SDVOB**" shall refer to a NYS-certified Service-Disabled Veteran-Owned Business

"**Shall**" denotes the imperative in a Contract clause or specification. "Shall" is synonymous with "required". See also "Must" and "May".

"TW" shall refer to delivery by Tank Wagon of less than 5,500 gallons.

Appendices and Attachments

APPENDICES

Appendix A – *Standard Clauses for NYS Contracts* (October 2019)
Appendix B – *General Specifications* (April 2016)
Appendix C – *Federal Funding Agency Mandatory Terms and Conditions*

ATTACHMENTS

Attachment 1 – Pricing
Attachment 2 – NYS Required Certifications
Attachment 3 – Encouraging Use of NYS Businesses
Attachment 4 – Insurance Requirements
Attachment 5 – Bidder Information Questionnaire
Attachment 6 – Bidder Submission Checklist
Attachment 7 – Bidder Questions Form
Attachment 8 – Report of Contract Usage
Attachment 9 – Certification Under Executive Order No. 16
Attachment 10 – Delivery Schedule – State Agencies
Attachment 11 – Delivery Schedule – Non-State Agencies
Attachment 12 – Intent to Bid
Attachment 13 – Fuel Supplier Certificate

Conflict of Terms

Conflicts among the documents shall be resolved in the following order of precedence:

1. Appendix A, Standard Clauses for New York State Contracts;
2. The Solicitation;
3. Appendix C, Federal Emergency Management Agency Term and Conditions
4. Appendix B, General Specifications
5. Attachment 1 – Pricing;
6. Attachment 2 – NYS Required Certifications;
7. Attachment 3 – Encouraging Use of NYS Business;
8. Attachment 4 – Insurance Requirements;
9. Attachment 5 – Bidder Information Questionnaire;
10. Attachment 6 – Bidder Submission Checklist;
11. Attachment 7 – Bidder Questions Form;
12. Attachment 8 – Report of Contract Usage
13. Attachment 9 – Certification Under Executive Oder No. 16;
14. Attachment 10 – Delivery Schedule – State Agencies;
15. Attachment 11 – Delivery Schedule – Political Subdivisions, Local Governments & Other Eligible Non-State Agencies;
16. Attachment 12 – Intent to Bid;
17. Attachment 13 – Fuel Supplier Certificate

Local Laws and/or Mandates

During the term of any contract resulting from this Solicitation, Authorized Users and Contractors will share responsibility for ensuring and maintaining compliance with any applicable local laws or mandates regarding fuel types.

(continued)

Attachment: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

Fill and Vent Requirements

Agencies must ensure that fill and vent equipment adequately meet NYS Standards. Contractors have the responsibility of reporting faulty equipment to the end users and the appropriate NYS regulatory agencies.

NOTE: Contractor's delivery trucks WILL BE EQUIPPED WITH METERS, with the exception of motor transports, to accurately measure quantities delivered. Metered deliveries must be accompanied by a delivery ticket showing brand or grade and number of gallons delivered.

Supplementing Clauses 31 and 32 of Appendix B, General Specifications for Procurement Contracts, orders will call for delivery within a specified number of hours after date of order. As much time as possible will be allowed the Contractor for making deliveries; however, the Contractor shall be in a position to make bulk deliveries within forty-eight (48) hours after receipt of order.

Contractor must be prepared, at all times, to make prompt delivery as ordered. In State declared emergencies, fuel must be delivered within eight (8) to twelve (12) hours of notification. Contractors must be prepared to deliver in a timely manner, on a one-time basis per Agency tank, that amount of fuel oil necessary to fill subject tanks for the purpose of tank testing conducted by OGS at various locations providing minimum order requirements are met. (See "MINIMUM ORDER SIZE" clause).

Normal deliveries are considered to be Monday thru Friday. Saturday/Sunday deliveries are to be made on an emergency basis (and not a regular basis) ONLY, unless agreed upon by both Authorized User and Contractor.

Agencies are responsible for making certain that the delivery site is made ready for proper delivery by the Contractor. Failure of the agency to make appropriate arrangements preventing delivery of product upon Contractor's arrival at delivery site may result in a charge to the agency for the Contractor's transportation costs for that particular trip. Agencies should also make certain that receiving personnel are available at time of delivery.

Agencies should also refer to CL-804 dated July 7, 2014 as they are responsible for the implementation of monitoring programs to ensure compliance by supplier with these specification requirements. Circular Letters (CL) are found on the OGS website under Announcements.

Topping Off Tanks

Agency requests to top-off tanks for testing purposes must be honored as described elsewhere herein. The requesting agency may be required to sign a waiver of liability and responsibility on behalf of the Contractor.

Bidder must maintain service facilities and have trained personnel qualified to service the product furnished at the using agency within 48 hours.

Winter Blend Requirements

Contractors of bioblends, at their option, may provide a winter blend upon agency request. Invoice for winter blend will show separate pricing for bio-blends and kerosene as necessary. The price for bioblends, shall be the contract price and the price for kerosene but the kerosene shall be no greater than the contractor's prevailing price for kerosene (or, if applicable, contractor's awarded price for kerosene). Agencies shall obtain price quote for kerosene prior to ordering and the State reserves the right to determine if price is reasonable. If agreement on price cannot be obtained, agencies shall follow purchasing guidelines to purchase winter blend in the open market. If additives rather than kerosene are used to provide winter protection, the contractor is allowed to charge market price for additives, and as with kerosene, list price as a separate line item on invoice.

Environment Reporting Requirements

(continued)

Attachment: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

Certain customers using the State fuel oil contract must provide reports regarding the emissions from their fuel oil heating plants. At the customers' request, the contractor will be required to provide written documentation for each delivery to prove that the fuel delivered is in compliance with EPA standards in effect for the type of fuel delivered to the customer under the State fuel oil contract. OGS Procurement Services has provided a fuel supplier certificate (see Attachment 13), which can be used for this purpose. Contractors can use another form of reporting (such as Bill of Lading/Delivery Ticket) providing the following information is included:

FOR DISTILLATE OIL:

1) Supplier's name and address
2) The date/deliveries covered by the certificate
3) The type of fuel delivered
4) Sulfur content of the fuel
5) Heating value (BTU)
6) A signed statement that the fuel complies with ASTM D396-Standard Specifications for fuel oil or latest revision thereof
7) Location of the oil when tested
8) Test method used to determine the sulfur content of the oil

Biodiesel Usage Considerations

There are many positive benefits attributed to the use of biodiesel as compared to normal solely petroleum-based fuel. The most mentioned are decreased emissions of various pollutants, reduced reliance on uncertain petro fuel sources, renewable fuel source and safety in handling. However, there are also a number of properties of biodiesel that potentially impact equipment, storage and OEM warranty coverage. These considerations are detailed below.

Fuel Filters: Fuel filters on the system should be checked frequently upon initial biodiesel blend use and changed as necessary. Biodiesel blends have excellent solvent properties and may affect cellulosic filters due to solubility of resin and binders used in those filters. Glass fiber-based filters manufactured without the use of binders are probably not affected.

Sediment: Use of No. 2 fuel can leave a deposit in the bottom of fueling lines, tanks, and delivery systems over time. The use of biodiesel blends can dissolve this sediment and result in the need to change filters more frequently when first using biodiesel blends until the whole system has been cleaned of the deposits left by the petroleum-based No. 2 fuel.

Solvent Properties: Biodiesel blends are an excellent solvent. They can, if left on a painted surface long enough, dissolve certain types of paints. Therefore, it is recommended to wipe any biodiesel blend spills from painted surfaces immediately. In addition, biodiesel blends can soften and degrade certain types of elastomers and natural rubbers over time. These materials may be used in fuel systems. OEM's of systems should be contacted for specific information and concerns in this area.

Spontaneous Combustion: Biodiesel is made from vegetable oils and/or animal fats which can oxidize and degrade over time. The oxidizing process can produce heat. In certain environments a pile of oil-soaked rags can become hot enough to result in a spontaneous fire. Biodiesel soaked rags should be stored in a safety can or dried individually to avoid the potential for spontaneous combustion.

Storage: All fuels have a shelf life. This is also true with biodiesel and biodiesel blends. Available data indicate that biodiesel blends should be used within six months of manufacture. Fuels determined to have a Total Acid Number (by ASTM D664 or latest revision thereof) of greater than 0.80 KOH/g are not recommended for use.

OEM Considerations: BEFORE deciding to use biodiesel, prospective users should make sure they have checked with the manufacturers of their equipment for considerations and concerns related to that usage.

(continued)

Attachment: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

FURTHER INFORMATION: Additional information regarding biodiesel can also be obtained from National Biodiesel Board at (800) 841-5849 or at their website at: http://www.biodiesel.org/what-is-biodiesel/biodiesel-faq's

Contract Term and Extensions

The Contract will be in effect for a term of up to two years. The Contract term shall commence after all necessary approvals or September 2, 2023 (the later of the two) and shall become effective upon the date of OSC approval of the final executed documents.

The awarded OGS Centralized Contracts shall have a co-terminus end date, notwithstanding non-renewals or contract cancellation. At the State's option, the Contract may be extended for three (3) years, in increments as deemed to be in the best interest of the State. Whether the optional extensions are exercised is at the sole discretion of the State. A Contractor shall retain the right to decline a Contract extension offered under this section. Any Contract extension will be under the same terms and conditions, subject to the approval of OSC and any additional applicable statutory and policy requirements. Any extensions provided under this section shall apply in addition to any rights set forth in Appendix B, *Contract Term – Extension*.

Short term Extension

This section shall apply in addition to any rights set forth in Appendix B, *Contract Term – Extension*. In the event a replacement Contract has not been issued, any Contract let and awarded hereunder by the State may be extended unilaterally by the State for an additional period of up to 3 calendar months upon notice to the Contractor with the same terms and conditions as the original Contract and any approved modifications. With the concurrence of the Contractor, the extension may be for a period of up to 6 calendar months in lieu of 3 calendar months. However, this extension automatically terminates should a replacement Contract be issued in the interim.

Price

Prices quoted shall be billed gross gallons, F.O.B. agency storage tanks. Prices quoted shall include all applicable customs, taxes (e.g., Superfund), license and research fees (e.g., NORA), and surcharges. Bid prices must be expressed in U.S. currency and shall be submitted 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 (Prompt Will-call). Authorized Users that are on automatic delivery shall be priced on the day of delivery, unless the Authorized User requests a delivery. The price shall then reflect the day of the order.

Pricing shall reflect the day of delivery for orders placed by the Authorized User that go beyond the guaranteed delivery timeframe of 48 (forty-eight) hours. For example, the Authorized User orders 500 gallons of fuel oil on Wednesday, and requests that the delivery be made on the following Tuesday.

For situations where an Authorized User wants to place an order for an unusually large volume of fuel (e.g., 40,000 gallons or more than a truck load, or delivering over a period of time), the Contractor and Authorized User should contact OGS Procurement Services. OGS's intent is for all parties to have the same expectations for delivery and price.

Truck delivery ticket volumes and Authorized User's gauged volumes must agree within a tolerance of 0.5% of the total delivered volume for delivery volumes greater than 500 gallons and up to 1% for delivery volumes less than or equal to 500 gallons. If the volume difference exceeds the tolerance level, the Authorized User's measured volume, if available, will be used for invoice payment. Authorized Users reserve the right to reject "rogue" trucks which have been identified as having repeated meter inaccuracies. Trucks without sealed and calibrated meters will not be permissible for deliveries.

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.

(continued)

Attachment: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

Prices shall be firm except that price revisions will be permitted in accordance with the PRICE REVISION CLAUSE set forth in this Contract 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 oil 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.

"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.

Prices shall include all applicable Federal, State, Local taxes and duties as stated in Appendix B Section 8 "Taxes" included with this Contract.

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 oil 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 schedule price revision.

The price for fuel oil 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 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 fuel thirty days (30) prior to adding to invoices.

OPIS Posting Locations

The following OPIS Posting Locations have been established for purposes of this solicitation. Contractor's pricing will be based on the established OPIS Posting Locations identified below.

For biodiesel and Kerosene, a fixed OPIS Posting Location has been established for each county. The fixed OPIS Posting Locations are set forth in the table below and in Attachment 1 – Pricing. Prices posted are Rack prices.

Albany	Buffalo	Long Island*	Newburgh	Syracuse	Utica
Albany**	Allegany	Bronx	Columbia	Broome	Chenango
Clinton	Cattaraugus	Kings	Dutchess	Cayuga	Fulton
Delaware	Chautauqua	Nassau	Greene	Chemung	Hamilton
Essex	Erie	New York	Orange	Cortland	Herkimer
Franklin	Genesee	Queens	Putnam	Schuyler	Jefferson
Otsego	Livingston	Richmond	Rockland	Seneca	Lewis
Rensselaer	Monroe	Suffolk	Sullivan	Steuben	Madison
Saratoga	Niagara	Westchester	Ulster	Tioga	Montgomery
Schenectady	Ontario			Tompkins	Oneida
Schoharie	Orleans			Yates	Onondaga
St Lawrence	Wayne				Oswego
Warren	Wyoming				

(continued)

Attachment: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

Washington					

**For Kerosene the Posting Location will be Newark.*
***For #6 the Posting Location will be Boston 0.5%.*

Contractor's pricing will be based on the established OPIS Posting Location designated in Attachment 1 – Pricing.

Price Adjustments/Revisions

Contract prices for fuel grades shall be firm except that price revisions will be permitted in accordance with the following procedures:

Price revisions (increases or decreases) to the original contract price shall be based on prices posted in the OPIS Oil Price Daily every Thursday.

The low price shown in the OPIS Oil Price Daily postings will be used to compute price revisions during the Contract period. Procurement Services will compute any price revisions by determining the difference between the Posted Price on February 23, 2023 and the Posted Price on every Thursday during the contract period beginning with the OPIS Oil Price Daily the Thursday immediately preceding the contract start date. If the OPIS Oil Price Daily is not posted on Thursday, the previous business day's posting in which the specified prices are available will be utilized. Base prices are listed in this Solicitation, for each reference. The term "Posting Day" or "Posted Price" as used throughout the Solicitation and any resulting Contract refers to the actual day the prices are posted.

Should postings become unavailable or differ from current descriptions and/or format, a posting determined, by the Commissioner, in his or her sole discretions, to be most reflective of market conditions will be used. Corrections to prices in the OPIS Oil Price Daily will be considered only when caused by a typographical or clerical error on the part of said service provider.

Should the weekly price revision cycle not provide adequate price adjustments, because of rapid changes in worldwide petroleum prices, the State reserves the right to increase the frequency of the price revisions to a basis that best reflects market conditions. For example, a possible basis could utilize Monday's Daily OPIS publication for Tuesday through Thursday prices and weekend prices would continue with Thursday's OPIS Daily publication for Friday through Monday.

The following clauses shall apply to all price adjustments under any Contract awarded:

(1) Price increases are limited to changes in the OPIS Posting Location as listed in Section OPIS Posting Locations. Increases in Contract costs or prices to compensate for other increases in the cost of doing business, regardless of the cause or nature of such costs of the Contractor, will not be allowed during the Contract period.

(2) Price adjustments will continue using the same method if the contract is extended or renewed.

(3) The contract price and any adjustments will only be carried out to four (4) decimal places (priced in dollars per gallon).

ALL FIGURES ARE TRUNACTED TO FOUR DECIMAL PLACES IN DOLLARS PER GALLON

Prevailing Wage Rates – Public Works and Building Services Contracts

Work being bid is subject to the prevailing wage rate provisions of New York State Labor Law. See "Prevailing Wage Rates - Public Works and Building Services Contracts" in Appendix B, General Specifications and see "WAGE AND HOUR PROVISIONS" in Appendix A clause 6. Any federal or State

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Attachment: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful" may be grounds for a determination of vendor non-responsibility and rejection of bid.

The applicable Prevailing Wage Rate Schedule for this project is **PRC # 2023900194**

For access to the Department of Labor (DOL) Public Works information including Prevailing Wage Schedule and updates, use the following link:

https://www.labor.ny.gov/workerprotection/publicwork/PWContents.shtm

Important Note: The above PRC number MUST be noted on all purchase orders issued for purchase from this contract.

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

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 150 gallons to each delivery location (site) as determined by the Delivery Schedule. Minimum order for Motor Transport deliveries shall be 5,500 gallons. Deliveries under 150 gallons are at the Contractor's option, except for tank top-offs for testing.

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. The following tiered schedule may be utilized by the Contractor:

Determination for total gross tank capacity shall include all manifolded tanks. All locations granted a request from the Contractor for "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."

Tank Capacity (in gallons)	Amount Delivered	Optional Surcharge
275 or more	Under 150 to 75	$50.00
	Under 75	$75.00
Tank Capacity (in gallons)	**Amount Delivered**	**Optional Surcharge**
Less than 275	Under 150 to 75	$25.00
	Under 75	$50.00

(continued)

Attachment: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

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.

Contractors and Authorized Users are expected to proactively work together to resolve invoicing issues in order to avoid delays in payment with the expectation that payment would be made in 45 days or less.

Product Delivery

Delivery of all Contract Products shall be made in accordance with Appendix B, *Product Delivery* and *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 an after-hours or weekend emergency, or should agency run out of fuel oil at any time creating an emergency situation, the Contractor shall be required to provide product within four (4) 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

(continued)

Attachment: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

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, unless mutually agreed between the Contractor and Authorized User, or if a run out is imminent before the next normal delivery day. Delivery of heating oil 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. Per Appendix B, Section 48(a), (d) and (e), he Authorized User shall have the right to purchase sufficient heating 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 at one time into one tank.

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.

Fuel oil tank wagon deliveries shall be delivered by tank wagons used exclusively for transporting No. 2 biofuels.

Automatic Replenishment

Requests for automatic replenishment are preferred in WRITING from an Authorized User but may be required by the Contractor. A Contractor shall provide written notification back to any Authorized User's request for automatic replenishment on any tank with a total gross capacity equal to or greater than 375 gallons. Automatic replenishment for tank capacities less than 375 gallons will be at the Contractor's option and may be subject to a minimum order charge. Determination for total gross tank capacity shall include all manifolded tanks. The Contractor shall maintain a record of the estimated consumption of biodiesel and kerosene, as the case may be using the "degree day" or equivalent method and shall replenish the Authorized User's tank or tanks without further notice from the Authorized User, whenever necessary to ensure an adequate supply at all times.

If the Contractor, after having accepted the request from the Authorized User, permits the level of the fuel to fall below the percentages of the total capacity of the Authorized User's tank or tanks indicated in the following table, and does not meet the requirement to deliver on an emergency basis within four (4) hours, 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. The Contractor shall permit another vendor to supply fuel oil into any Contractor-owned tank(s) if applicable and shall not hold the Authorized User or the other supplying source liable in any way for said delivery.

(continued)

Attachment: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

MINIMUM LEVEL	TOTAL - TANK CAPACITY/GALS
10%	Under 5,500
15%	5,500 and over

Delivery Schedules

Contractors shall be obligated to deliver under the resulting contract to any State agency which places a purchase order 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 as of the date of the Bid, shall be eligible to receive deliveries and/or be added to the Delivery Schedule at a Contractor's option. This being 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 award. Contractors must notify OGS 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 Authorized User and OGS of any locations not identified on the Delivery Schedules within 30 days after the first delivery. 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 schedules.

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 Authorized User and OGS Procurement Services of any locations not originally on the Delivery Schedules, within thirty (30) days after the first delivery is made.

Drug and Alcohol Use Prohibited

For reasons of safety and public policy, in any Contract resulting from this Solicitation, the Contractor's personnel shall not be impaired by alcohol or drugs of any kind in the 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.

(continued)

Attachment: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

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

0550023287a

Attachment: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

NEW YORK STATE | 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: Price List for Week 12/29/2023-1/4/2024 and Superfund Tax 2024

DATE: December 28, 2023 **AWARD #:** 23287 **GROUP #:** 05500

AWARD DESCRIPTION: Fuel Oil, Heating (Grades #2, #6, Kerosene & Bioheating Fuel) (Statewide)

CONTRACT PERIOD: December 1, 2023 – August 31, 2025

CONTACT: Bryant Kirk | 518-402-3021 | Bryant.Kirk@ogs.ny.gov

CONTRACT NO.:	**CONTRACTOR:**
PC70300	Buell Fuel LLC
PC70301	Global Montello Group Corp.
PC70302	HOP Energy LLC d/b/a KoscoHeritage
PC70303	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
PC70304	Sprague Operating Resources, LLC
PC70305	Sunoco, LLC
PC70306	United Metro Energy Corporation

Please be advised that the Weekly Fuel Oil Price List for December 29, 2023 – January 4, 2024, will post as two separate price lists dated December 29, 2023 – December 31, 2023 and January 1, 2024 – January 4, 2024 due to the Hazardous Substance Superfund rate adjustment for calendar year 2024.

All posted fuel oil prices for award 23287 have the Superfund tax included. Contractors may back the tax out of the OGS posted price and list it as a line item on the invoice. The total cost per gallon on the invoice should not be greater than the OGS posted price. The 2024 Superfund tax rates for all fuels on contract are listed below.

Fuel Type	2024 Superfund tax per gallon
2-MT B5	$0.0038
2-MT B10	$0.0036
2-MT B20	$0.0032
2-TW B5	$0.0038
2-TW B10	$0.0036
2-TW B20	$0.0032
6-MT (0.5%) B5	$0.0038
KERO (Heating)	$0.0040

Price lists are posted to the OGS Website and can be viewed at:
http://ogs.ny.gov/purchase/FuelsPricingDefault.htm.

All other terms and conditions of the contract(s) remain the same.

23287p3

Attachment: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

NEW YORK STATE | 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: Revised Prices and Contract Numbers in Weekly Price Revision and Revised Contractor NYS Vendor IDs in Award Document

DATE: December 5, 2023 **AWARD #:** 23287 **GROUP #:** 05500

AWARD DESCRIPTION: Fuel Oil, Heating (Grades #2, #6, Kerosene & Bioheating Fuel) (Statewide)

CONTRACT PERIOD: December 1, 2023 – August 31, 2025

CONTACT: Bryant Kirk | 518-402-3021 | Bryant.Kirk@ogs.ny.gov

CONTRACT NO.:	CONTRACTOR:
PC70300	Buell Fuel LLC
PC70301	Global Montello Group Corp.
PC70302	HOP Energy LLC d/b/a KoscoHeritage
PC70303	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
PC70304	Sprague Operating Resources, LLC
PC70305	Sunoco, LLC
PC70306	United Metro Energy Corporation

Please be advised that the Fuel Oil Price List (Dated 11/30/2023 in footer) for December 1, 2023 – December 7, 2023, has revised pricing as provided in the table below. The Price List also contained incorrect contract numbers for all Contractors.

A revised price list for this period with the correct contract numbers has been issued and posted to the OGS Website and can be viewed at: http://ogs.ny.gov/purchase/FuelsPricingDefault.htm.

County	Fuel Type	Contractor	Price
Albany	6-MT (0.5%) B5	Sprague Operating Resources LLC	$2.9898
Erie	2-TW B5	Sunoco, LLC	$3.6224
Erie	2-MT B5	Mirabito Holdings, Inc.	$3.0897
Livingston	2-TW B5	Sunoco, LLC	$3.4224
Monroe	2-TW B10	Sunoco, LLC	$3.4774
Monroe	2-MT B5	Mirabito Holdings, Inc.	$3.0798
Orleans	2-TW B5	Sunoco, LLC	$3.4224
Orleans	2-TW B10	Sunoco, LLC	$3.4774

A revised Contract Award Notification was posted with corrected NYS Vendor IDs for Sprague Operating Resources, LLC and Sunoco, LLC.

Attachment: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

The below information in red is the change to the Contractor Information listed in the Award Document:

Contract #	Contractor & Address	Contact Information	FEIN Number	NYS Vendor ID#
PC70304 **Disregarded Entity**	**Sprague Operating Resources LLC*** **185 International Dr.** **Portsmouth, NH 03801** Customer Service Contact for NYS Contract Orders (24/7): Contacts for NYS Declared Emergencies:	Jeanette Finley Phone: 914-328-6730 Toll-Free Phone: 877-689-1880 Email: contractdesk@spragueenergy.com Customer Service Care Team Toll-Free Phone: 800-880-6037 Email: orders@spragueenergy.com Barry Panicola Phone: 516-622-7091 Email: contractmgmt@spragueenergy.com	**020415440**	**1100301627**
PC70305 **Disregarded Entity**	**Sunoco, LLC*** **3801 West Chester Pike** **Newtown Square, PA 19703** Customer Services Contact for NYS Contract Orders (Mon-Fri 8am-5pm): Contacts for After Hours, Weekend, Holiday, or NYS Declared Emergency:	Government Contract Team Phone: 260-423-4477 Email: govorders@gladieuxenergy.com Mathew Scheiber Phone: 260-324-7925 Email: mathew.scheiber@sunoco.com Charles Hunt Phone: 260-324-7921 Email: charles.hunt@sunoco.com	**464151222**	**1100298103**

All other terms and conditions of the contract(s) remain the same.

23287p2

Attachment: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

NEW YORK STATE | 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: Revised Contract Award Notification and #2 Fuel Oil Buffalo OPIS Posting Location Change

DATE: November 28, 2023 **AWARD #:** 23287 **GROUP #:** 05500

AWARD DESCRIPTION: Fuel Oil, Heating (Grades #2, #6, Kerosene & Bioheating Fuel) (Statewide)

CONTRACT PERIOD: December 1, 2023 – August 31, 2025

CONTACT: Bryant Kirk | 518-402-3021 | Bryant.Kirk@ogs.ny.gov

CONTRACT NO.:	CONTRACTOR:
PC70300	Buell Fuel LLC
PC70301	Global Montello Group Corp.
PC70302	HOP Energy LLC d/b/a KoscoHeritage
PC70303	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
PC70304	Sprague Operating Resources, LLC
PC70305	Sunoco, LLC
PC70306	United Metro Energy Corporation

A revised Contract Award Notification was posted on November 27, 2023 with the Contractors listed for each awarded fuel type in each county. The Contractor names replaced the OPIS Posting Locations in the table.

As per the terms and conditions of the contract (Section 3.7.1 Location Change or Substitution), please be advised that starting on Friday, December 1, 2023, the weekly price adjustments using the Buffalo low posting location for #2 Oil will switch to the Syracuse, NY low posted price in Oil Price Daily due to pricing being unavailable.

The following counties and fuel types utilize Buffalo, NY as the low posted price for #2 Fuel Oil:

Item #	County	Fuel Type	Bidder
37	Erie	2-TW B5	Sunoco, LLC
38	Erie	2-MT B5	Mirabito Holdings, Inc.
63	Livingston	2-TW B5	Sunoco, LLC
66	Monroe	2-TW B10	Sunoco, LLC
67	Monroe	2-MT B5	Mirabito Holdings, Inc.
86	Orleans	2-TW B5	Sunoco, LLC
87	Orleans	2-TW B10	Sunoco, LLC

All other terms and conditions of the contract(s) remain the same.

Attachment: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

Addendum to Contract VENDOR ON SITE Major

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. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(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.

(d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

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).
(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,

Attachment: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

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:

Mirabito Holdings, Inc.
d/b/a Mirabito Energy Products
Print Name of Company

By: _____
Signature

Jason O. Mirabito
Printed name

Date: 3/6/2024

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

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: Mirabito Holdings, Inc. d/b/a Mirabito Energy Products

Signature: [signature]

Print Name: Jason O. Mirabito

Title: S.V.P. Wholesale Fuels

Date: 3/6/2024

Revised 8.2023

Attachment: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

MIRAHOL-01 SREEVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/7/2024

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 Mirabito-Gresham Insurance & Bonds Agency, LLC 423 Commerce Road, Suite 2 Vestal, NY 13850	CONTACT NAME: Sally A. Reeve PHONE (A/C, No, Ext): (607) 217-4610 106 FAX (A/C, No): (607) 237-0279 E-MAIL ADDRESS: sally.reeve@mirabitogresham.com
INSURED Mirabito Holdings Inc 49 Court Street PO Box 5306 Binghamton, NY 13902	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Republic Franklin Ins Co — 12475 INSURER B : Allied World Assurance Company (U.S.) Inc. — 19489 INSURER C : The Charter Oak Fire Insurance Company — 25615 INSURER D : Vantage Risk Assurance Company 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 Contractual included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER: Per loc aggregate - Subway locs	X	X	CPPFTZ3355181	10/1/2023	10/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Liquor Liab	$ 1,000,000 $ 100,000 $ $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY X Hired/Nonowned autos X CA9948 & MCS90	X	X	BACFTZ3355178	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X	X	0311-5296	10/1/2023	10/1/2024	EACH OCCURRENCE AGGREGATE Follow form	$ 3,000,000 $ 3,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-9K447014-23-51-K	10/1/2023	10/1/2024	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
D	Excess Liability	X	X	P04XC0000043680	10/1/2023	10/1/2024	Excess Liability	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Amherst as certificate holder is listed as an additional insured on a primary and noncontributory basis (to the extent covered by the Form 8-E-3548 (07/11) Commercial General Liability Extension endorsement) as required by written contract or agreement.

CERTIFICATE HOLDER	CANCELLATION
Town of Amherst 5583 Main Street Amherst, 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: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (Use street address only) Mirabito Holdings Inc 49 Court Street Binghamton, NY 13902 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 (607) 352-2800 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured 15-0552668
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier The Charter Oak Fire Insurance Company 3b. Policy Number of entity listed in box "1a" UB-9K447014-23-51-K 3c. Policy effective period: 10/1/2023 to 10/1/2024 3d. The Proprietor, Partners or Executive Officers are: (x) included (only check here 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 will also notify the above certificate holder 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.***

Please Note: Upon the 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: Jeffrey R. Mirabito; Mirabito-Gresham Insurance & Bonds Agency, LLC
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: 
3/7/2024
(Signature) (Date)

Title: Chief Executive Officer

Telephone Number of authorized representative or licensed agent of insurance carrier: (607) 217-4610
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 (9-07) www.wcb.state.ny.us

Attachment: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

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: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

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) Mirabito Holdings, Inc. 49 Court Street, P.O. Box 5306 Binghamton, NY 13902 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 (607) 352-2846 1c. Federal Employer Identification Number of Insured or Social Security Number 15-0552668
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier Mutual of Omaha Insurance Company 3b. Policy Number of Entity Listed in Box 1a GMNY6X008H24-0001 3c. Policy Effective Period 04/01/2023 to 04/01/2025

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 3/7/2024 By Hana Rubin
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (800) 826-2966 Name and Title Hana Rubin, Disability Administrator

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 have 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: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

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: Mirabito Holdings Agreement (RES-2024-330 : NYSOGS Piggyback Contract for #2 Fuel Oil CRS #4716)

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Town Clerk
DOC ID: 28733

COMMUNICATION 2024-23 **REFERRED**

Amended Notice of Claim: Tammy M. Ulrich Vs. Town of Amherst Et Al.

3/25/2024
Referred to Town Attorney

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

SUPREME COURT :: STATE OF NEW YORK
COUNTY OF ERIE

MAR 6 2024 PM2:1

----------X

TAMMY M. ULRICH

Claimant,

AMENDED NOTICE OF CLAIM

v.

Index No.:

TOWN OF AMHERST
5583 Main Street
Williamsville, NY 14221

VILLAGE OF WILLIAMSVILLE
5565 Main Street
Williamsville, NY 14221

Respondents.

----------X

PLEASE TAKE NOTICE, that the Claimant, TAMMY ULRICH, (hereinafter "Claimant"), submits this Claim against the Town of Amherst and Village of Williamsville, (hereinafter "Respondents"), and in support of said Claim states the following:

1. The address of Claimant is

2. The Attorneys for Claimant are The Coppola Firm PLLC, David M. Goodman, Esq., *Of Counsel*, 4033 Maple Road, Suite 100, Buffalo, New York 14226.

3. The claim arose on January 25, 2024, at approximately 9:00 p.m., on the west side of Northill Road, near Main Street, in the area of a Telergy utility pole, as depicted in the fifteen (15) photos annexed hereto as **EXHIBIT A**.

4. The claim arose when Claimant stepped into the hole that is depicted in the annexed photographs as she was walking her dog.

Attachment: DOC030724-03072024104502 (COM-2024-23 : Amended Notice of Claim: Tammy M. Ulrich Vs. Town of Amherst Et Al.)

5. The incident occurred, in whole or in part, as a result of the negligence, carelessness and/or reckless of Respondent, through their agents, servants, and/or employees, including but not limited to a failure to abate a hazardous and dangerous condition existing at the time and location of Claimant's fall and prior thereto.

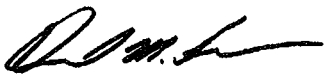
6. That as a result thereof, Claimant has been physically injured including, but not limited to, a fracture to her right ankle.

7. That the incident herein described, and the resultant damages, were caused by the negligence, careless, and reckless of Respondent, by and through their agents, servants, and/or employees, without any comparative fault attributable to Claimant.

WHEREFORE, Claimant requests compensation from Respondents, all along with such other and further relief as may be awarded by the Court, including but not limited to costs and attorney's fees incurred herein, and for such other and further relief as to the Court may seem just and proper.

DATED: Buffalo, New York
February 20, 2024

THE COPPOLA FIRM PLLC



David M. Goodman, Esq.
Attorneys for Claimant
4033 Maple Road, Suite 100
Buffalo, New York 14202
(716) 839-9700
dgoodman@coppolalegal.com

Attachment: DOC030724-03072024104502 (COM-2024-23 : Amended Notice of Claim: Tammy M. Ulrich Vs. Town of Amherst Et Al.)

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 28805 **RESOLUTION 2024-331** **ADOPTED**

Public Improvement Permit No. 3114 Sanitary Sewer – Miller's Crossing Subdivision Phase 2 2018.043/SUB-2018-02

Attached please find an application for a Sanitary Sewer Public Improvement Permit properly filled out. Permit fee and inspection cost amount to $9,526.50.

We are sending three (3) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee, one in the amount of $7,800.00 which will be held in escrow to cover the inspection costs, and one in the amount of $1,576.50 to cover the televising cost and to be deposited in the SS District account G9000-02377.

At this time, we are asking for your approval of the application for PIP No. 3114.

Thank you for considering this request.

3/25/2024
Consent

FINANCIAL IMPACT:

Permit fee and inspection cost amount to $9,526.50.

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

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC/PRIVATE IMPROVEMENT

TO THE HONORABLE TOWN BOARD:
Town of Amherst, Erie County, N.Y.

Date: February 21, 20 24

Application is Hereby Made for Permission to Construct:

	Public	Private
Pavement & Curbing	☐	☐
Waterline	☐	☐
Sanitary Sewer	☒	☐
Storm System	☐	☐
Street Lighting	☐	☐

Estimated Cost of Construction $ 78,000.00

Address and/or Subdivision Name: Miller's Crossing Subdivision **Town of Amherst Job:**

Description and location of improvements including quantities: River Oak Ln Installation of 1,051+/- LF of 8" PVC pipe, and 7 Sanitary Manholes.

	Name	Address	Phone
Owner:	Natale Development	9159 Main Street	716-580-3318
Engineer/Designer:	Greenman-Pedersen, Inc.	4950 Genesee Street, Suite 100, Buffalo, NY 14225	716-633-4844
Contractor:	Cimato Brothers Construction	9220 Transit Road, East Amherst, NY 140514	716-688-3536

This application must be submitted in quadruplicate along with four (4) full size copies of construction drawings showing the extent of the improvements which will be incorporated into and made part of this application. In the event the drawings submitted contains other facilities not covered by this permit, then those covered by this permit must be designated by coloring so that a clear-cut picture of the work under this permit is easily determined. **A PDF copy of the colored construction plans must also be provided.** The lighting PIP re uires submission of design plans prepared by a **licensed electrical engineer** and in accordance with Town and National Grid re uirements for **review and approval.**

Work under this permit shall be started within **60 days** from the date of approval thereof. Work under this permit shall be completed within **1 year** of the approval thereof. Any request for extension shall be addressed in writing to the Town Board of the Town of Amherst.

Fees from this permit shall be covered by **separate** checks made payable to the Town of Amherst in the amounts shown below and as set forth by the Town Board. The inspection fee is non-refundable and shall cover all work under this permit at no additional cost to the Town of Amherst. The inspection fee may be increased by a commercially reasonable amount during or after implementation of the improvements at the discretion of the Town Engineer due to unforeseen field conditions or complexity of design. All construction work is to be done during normal and usual working hours. Any deviation from this must be compensated by the payment of additional fees. Digital and full size hard copies of the as-built drawings shall be provided upon completion of the work. The lighting as-builts must contain field verified survey data in AutoCAD or GIS format for all electrical components including conduits, poles with numbering, power sources, and handhole locations.

In consideration of the granting of the permit hereby petitioned for, the undersigned hereby agrees that if such a permit is granted, they will comply with the terms thereof, the Laws of the state of New York, the Ordinances of the Town of Amherst and Regulations of the various departments to the Town and State of New York, and that they shall notify the Engineering Department forty-eight (48) business hours in advance of commencing any work under this permit.

The undersigned hereby certifies that all of the information contained in this petition is correct and true.

ITEM		FEE
PERMIT		$150.00
INSPECTION	10% of Estimate of Cost of Construction	$7,800.00
VIDEO INSPECTION - SANITARY		$1,576.50
$ 1.50 Per Linear Foot		
TOTAL FEE		$9,526.50

Owner sign Here

Natale Development
Please Print Name

9159 Main Street
Address

Clarence | NY | 14031 | 716-580-3318
City | State | zip | Phone

Subscribed and sworn to before me this 13
Day of MARCH 20 24

LAURIE SISTI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SI5021060
Qualified in Erie County
My Commission Expires 12-06-2025

Notary Public, Erie County, New York

I do certify that I have examined the foregoing petition and certify that they conform to Ordinances of the Town of Amherst.
Town Engineer: _____

Receipt is hereby acknowledged of the sum of $ _____, being the required fees established by the Town Board of the Town of Amherst, NY

Public/Private Improvement Permit No. 3114

Town Clerk

Rev. 9/13/2023

Attachment: PIP 3114 - Application_SAN Millers Crossing (RES-2024-331 : Public Improvement Permit No. 3114)

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 28807 **RESOLUTION 2024-332** **ADOPTED**

Private Improvement Permit No. 3116 Paving & Curbing – Miller's Crossing Subdivision Phase 2 2018.043/SUB-2018-02

Attached please find an application for a Paving & Curbing Private Improvement Permit properly filled out. Permit fee and inspection cost amount to $53,650.

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee and one in the amount of $53,500.00 which will be held in escrow to cover the inspection costs.

At this time, we are asking for your approval of the application for PIP No. 3116.

Thank you for considering this request.

3/25/2024
Consent

FINANCIAL IMPACT:

Permit fee and inspection cost amount to $53,650.

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

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC/PRIVATE IMPROVEMENT

TO THE HONORABLE TOWN BOARD:
Town of Amherst, Erie County, N.Y.

Date: February 21, 20 24

Application is Hereby Made for Permission to Construct:

	Public	Private
Pavement & Curbing	☐	☒
Waterline	☐	☐
Sanitary Sewer	☐	☐
Storm System	☐	☐
Street Lighting	☐	☐

Estimated Cost of Construction $ 535,000.00

Address and/or Subdivision Name: Miller's Crossing Subdivision **Town of Amherst Job:** _____

Description and location of improvements including quantities: River Oak Ln (Private) Installation of 1013+/- LF of 24' wide asphaltic conc. pavement, 1" Top (NYSDOT 403.18) Type 7, 2" AC Binder (NYSDOT 403.13) Type 3, 4" AC Base (NYSDOT 403.11) Type 2, 8" compacted 2" ROC stone base, and 2026+/- LF of Type C Curbing.

	Name	Address	Phone
Owner:	Natale Development	9159 Main Street	716-580-3318
Engineer/Designer:	Greenman-Pedersen, Inc.	4950 Genesee Street, Suite 100, Buffalo, NY 14225	716-633-4844
Contractor:	Cimato Brothers Construction	9220 Transit Road, East Amherst, NY 140514	716-688-3536

This application must be submitted in quadruplicate along with four (4) full size copies of construction drawings showing the extent of the improvements which will be incorporated into and made part of this application. In the event the drawings submitted contains other facilities not covered by this permit, then those covered by this permit must be designated by coloring so that a clear-cut picture of the work under this permit is easily determined. **A PDF copy of the colored construction plans must also be provided.** The lighting PIP re uires submission of design plans prepared by a **licensed electrical engineer** and in accordance with Town and National Grid re uirements for **review and approval.**

Work under this permit shall be started within **60 days** from the date of approval thereof. Work under this permit shall be completed within **1 year** of the approval thereof. Any request for extension shall be addressed in writing to the Town Board of the Town of Amherst.

Fees from this permit shall be covered by **separate** checks made payable to the Town of Amherst in the amounts shown below and as set forth by the Town Board. The inspection fee is non-refundable and shall cover all work under this permit at no additional cost to the Town of Amherst. The inspection fee may be increased by a commercially reasonable amount during or after implementation of the improvements at the discretion of the Town Engineer due to unforeseen field conditions or complexity of design. All construction work is to be done during normal and usual working hours. Any deviation from this must be compensated by the payment of additional fees. Digital and full size hard copies of the as-built drawings shall be provided upon completion of the work. The lighting as-builts must contain field verified survey data in AutoCAD or GIS format for all electrical components including conduits, poles with numbering, power sources, and handhole locations.

In consideration of the granting of the permit hereby petitioned for, the undersigned hereby agrees that if such a permit is granted, they will comply with the terms thereof, the Laws of the state of New York, the Ordinances of the Town of Amherst and Regulations of the various departments to the Town and State of New York, and that they shall notify the Engineering Department forty-eight (48) business hours in advance of commencing any work under this permit.

The undersigned hereby certifies that all of the information contained in this petition is correct and true.

ITEM		FEE
PERMIT		$150.00
INSPECTION	10% of Estimate of Cost of Construction	$53,500.00
VIDEO INSPECTION - SANITARY		
$ 1.50 Per Linear Foot		
TOTAL FEE		$53,650.00

Owner sign Here

Natale Development
Please Print Name

9159 Main Street
Address

Clarence | NY | 14031 | 716-580-3318
City | State | zip | Phone

Subscribed and sworn to before me this 13 Day of MARCH 20 24

LAURIE SISTI
NOTARY PUBLIC STATE OF NEW YORK
No. 01SI5021060
Qualified in Erie County
My Commission Expires 12-06-2025

Notary Public, Erie County, New York

I do certify that I have examined the foregoing petition and sketch and certify that they conform to Ordinances of the Town of Amherst.
Town Engineer: _____

Receipt is hereby acknowledged of the sum of $ _____, being the required fees established by the Town Board of the Town of Amherst, NY

Public/Private Improvement Permit No. 3116

Town Clerk

Rev. 9/13/2023

Attachment: PIP 3116 - Application_Paving Millers Crossing (RES-2024-332 : Private Improvement Permit No. 3116)

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 28809 **RESOLUTION 2024-333** **ADOPTED**

Private Improvement Permit No. 3117 Storm System – Miller's Crossing Subdivision Phase 2 2018.043/SUB-2018-02

Attached please find an application for a Storm System Private Improvement Permit properly filled out. Permit fee and inspection cost amount to $9,250.00.

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee and one in the amount of $9,100.00 which will be held in escrow to cover the inspection costs.

At this time, we are asking for your approval of the application for PIP No. 3117.

Thank you for considering this request.

3/25/2024
Consent

FINANCIAL IMPACT:

Permit fee and inspection cost amount to $9,250.00.

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

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC/PRIVATE IMPROVEMENT

TO THE HONORABLE TOWN BOARD:
Town of Amherst, Erie County, N.Y.

Date: February 21, 20 24

Application is Hereby Made for Permission to Construct:

	Public	Private
Pavement & Curbing	☐	☐
Waterline	☐	☐
Sanitary Sewer	☐	☐
Storm System	☐	☒
Street Lighting	☐	☐

Estimated Cost of Construction $ 91,000.00

Address and/or Subdivision Name: Miller's Crossing Subdivision **Town of Amherst Job:**

Description and location of improvements including quantities: River Oak Ln Installation of approx 1054+/- LF of 8" HDPE, 155+/- LF of 12" HDPE, 366+/- LF of 18" HDPE, Standards RCVRs - 5 ea., LD RCVR - 3ea., Back Yard RCVR - 7ea., Standard Manholes - 1

	Name	Address	Phone
Owner:	Natale Development	9159 Main Street	716-580-3318
Engineer/Designer:	Greenman-Pedersen, Inc.	4950 Genesee Street, Suite 100, Buffalo, NY 14225	716-633-4844
Contractor:	Cimato Brothers Construction	9220 Transit Road, East Amherst, NY 140514	716-688-3536

This application must be submitted in quadruplicate along with four (4) full size copies of construction drawings showing the extent of the improvements which will be incorporated into and made part of this application. In the event the drawings submitted contains other facilities not covered by this permit, then those covered by this permit must be designated by coloring so that a clear-cut picture of the work under this permit is easily determined. **A PDF copy of the colored construction plans must also be provided.** The lighting PIP re uires submission of design plans prepared by a **licensed electrical engineer** and in accordance with Town and National Grid re uirements for **review and approval.**

Work under this permit shall be started within **60 days** from the date of approval thereof. Work under this permit shall be completed within **1 year** of the approval thereof. Any request for extension shall be addressed in writing to the Town Board of the Town of Amherst.

Fees from this permit shall be covered by **separate** checks made payable to the Town of Amherst in the amounts shown below and as set forth by the Town Board. The inspection fee is non-refundable and shall cover all work under this permit at no additional cost to the Town of Amherst. The inspection fee may be increased by a commercially reasonable amount during or after implementation of the improvements at the discretion of the Town Engineer due to unforeseen field conditions or complexity of design. All construction work is to be done during normal and usual working hours. Any deviation from this must be compensated by the payment of additional fees. Digital and full size hard copies of the as-built drawings shall be provided upon completion of the work. The lighting as-builts must contain field verified survey data in AutoCAD or GIS format for all electrical components including conduits, poles with numbering, power sources, and handhole locations.

In consideration of the granting of the permit hereby petitioned for, the undersigned hereby agrees that if such a permit is granted, they will comply with the terms thereof, the Laws of the state of New York, the Ordinances of the Town of Amherst and Regulations of the various departments to the Town and State of New York, and that they shall notify the Engineering Department forty-eight (48) business hours in advance of commencing any work under this permit.

The undersigned hereby certifies that all of the information contained in this petition is correct and true.

ITEM		FEE
PERMIT		$150.00
INSPECTION	10% of Estimate of Cost of Construction	$9,100.00
VIDEO INSPECTION - SANITARY		
$ 1.50 Per Linear Foot		
TOTAL FEE		$9,250.00

Owner sign Here

Natale Development
Please Print Name

9159 Main Street
Address

Clarence | NY | 14031 | 716-580-3318
City | State | zip | Phone

Subscribed and sworn to before me this 13
Day of MARCH 20 24

LAURIE SISTI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SI5021060
Qualified in Erie County
My Commission Expires 12-06-2025

Notary Public, Erie County, New York

I do certify that I have examined the foregoing petition and sketch and certify that they conform to Ordinances of the Town of Amherst.
Town Engineer: _____

Receipt is hereby acknowledged of the sum of $ _____, being the required fees established by the Town Board of the Town of Amherst, NY

Public/Private Improvement Permit No. 3117

Town Clerk

Rev. 9/13/2023

Attachment: PIP 3117 - Application_Storm Millers Crossing (RES-2024-333 : Private Improvement Permit No. 3117)

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 28812 **RESOLUTION 2024-334** **ADOPTED**

Public Improvement Permit No. 3119 Sanitary Sewer – 200 & 202 Brenridge Drive 2019.019/SP-2019-02

Attached please find an application for a Sanitary Sewer Public Improvement Permit properly filled out. Permit fee and inspection cost amount to $1,102.00.

We are sending one (1) check to the Comptrollers Office, $150.00 to be retained as a Permit Fee, $898.00 to be held in escrow to cover the inspection costs, and $54.00 to cover the televising cost and to be deposited in the SS District account G9000-02377.

At this time, we are asking for your approval of the application for PIP No. 3119.

Thank you for considering this request.

3/25/2024
Consent

FINANCIAL IMPACT:

Permit fee and inspection cost amount to $1,102.00.

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

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC/PRIVATE IMPROVEMENT

TO THE HONORABLE TOWN BOARD:
Town of Amherst, Erie County, N.Y.

Date: February 28th, 20 24

Application is Hereby Made for Permission to Construct:

	Public	Private
Pavement & Curbing	☐	☐
Waterline	☐	☐
Sanitary Sewer	☒	☐
Storm System	☐	☐
Street Lighting	☐	☐

Estimated Cost of Construction $ 8,980.00

Address and/or Subdivision Name: Banks Subdivision 200+202 Brenridge Dr. **Town of Amherst Job:** PS-2019-02 (2)

Description and location of improvements including quantities: Install 36+/-LF of 8" SDR-35 PVC Sanitary Sewer Pipe, (1) 4ft dia. Manhole and (2) 6-inch Lateral Connections on Brenridge Drive for Proposed House # 204 and #206.

	Name	Address	Phone
Owner:	Darrell Banks		716-866-2220
Engineer/Designer:	Nussbaumer & Clarke, INC.	3556 Lake Shore Road Buffalo, NY 14219-1494	716-827-8000
Contractor:	Milherst Construction	10025 County Road, Clarence Center, NY 14032	716-688-9098

This application must be submitted in quadruplicate along with four (4) full size copies of construction drawings showing the extent of the improvements which will be incorporated into and made part of this application. In the event the drawings submitted contains other facilities not covered by this permit, then those covered by this permit must be designated by coloring so that a clear-cut picture of the work under this permit is easily determined. **A PDF copy of the colored construction plans must also be provided.** The lighting PIP requires submission of design plans prepared by a **licensed electrical engineer** and in accordance with Town and National Grid requirements for **review and approval.**

Work under this permit shall be started within **60 days** from the date of approval thereof. Work under this permit shall be completed within **1 year** of the approval thereof. Any request for extension shall be addressed in writing to the Town Board of the Town of Amherst.

Fees from this permit shall be covered by **separate** checks made payable to the Town of Amherst in the amounts shown below and as set forth by the Town Board. The inspection fee is non-refundable and shall cover all work under this permit at no additional cost to the Town of Amherst. The inspection fee may be increased by a commercially reasonable amount during or after implementation of the improvements at the discretion of the Town Engineer due to unforeseen field conditions or complexity of design. All construction work is to be done during normal and usual working hours. Any deviation from this must be compensated by the payment of additional fees. Digital and full size hard copies of the as-built drawings shall be provided upon completion of the work. The lighting as-builts must contain field verified survey data in AutoCAD or GIS format for all electrical components including conduits, poles with numbering, power sources, and handhole locations.

In consideration of the granting of the permit hereby petitioned for, the undersigned hereby agrees that if such a permit is granted, they will comply with the terms thereof, the Laws of the state of New York, the Ordinances of the Town of Amherst and Regulations of the various departments to the Town and State of New York, and that they shall notify the Engineering Department forty-eight (48) business hours in advance of commencing any work under this permit.

The undersigned hereby certifies that all of the information contained in this petition is correct and true.

ITEM		FEE
PERMIT		$150.00
INSPECTION	10% of Estimate of Cost of Construction	898.00
VIDEO INSPECTION - SANITARY		
$1.50 Per Linear Foot		$ 54.00
TOTAL FEE		$1,102.00

Darrell S Banks
Owner sign Here

Darrell Banks
Please Print Name

200 Brenridge Dr.
Address

East Amherst | NY | 14051 | 716-866-2220
City | State | zip | Phone

Subscribed and sworn to before me this _____ Day of _____ 20 _____

COMMISSIONER OF DEEDS
In And For The City Of Buffalo, N.Y.
My Commission Expires Dec. 31, 2024.

Notary Public, Erie County, New York

I do certify that I have examined the foregoing petition and sketch and certify that they conform to Ordinances of the Town of Amherst.
Town Engineer: _____

Receipt is hereby acknowledged of the sum of $ _____, being the required fees established by the Town Board of the Town of Amherst, NY.

Public/Private Improvement Permit No. 3119

Town Clerk

Rev. 9/12/2023

Attachment: PIP 3119 - SAN_Brenridge Dr (RES-2024-334 : Public Improvement Permit No. 3119)

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 28810 **RESOLUTION 2024-335** **ADOPTED**

Public Improvement Permit No. 3120 Storm System – 200 & 202 Brenridge Drive 2019.019/SP-2019-02

Attached please find an application for a Storm System Public Improvement Permit properly filled out. Permit fee and inspection cost amount to $1,380.

We are sending one (1) check to the Comptrollers Office, $150.00 to be retained as a Permit Fee and the remaining $1,230.00 will be held in escrow to cover the inspection costs.

At this time, we are asking for your approval of the application for PIP No. 3120.

Thank you for considering this request.

3/25/2024
Consent

FINANCIAL IMPACT:

Permit fee and inspection cost amount to $1,380.

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

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC/PRIVATE IMPROVEMENT

TO THE HONORABLE TOWN BOARD:
Town of Amherst, Erie County, N.Y.

Date: February 28th, 20 24

Application is Hereby Made for Permission to Construct:

	Public	Private
Pavement & Curbing	☐	☐
Waterline	☐	☐
Sanitary Sewer	☐	☐
Storm System	☒	☐
Street Lighting	☐	☐

Estimated Cost of Construction $ 12,300.00

Address and/or Subdivision Name: Banks Subdivision 200+202 Brenridge dr. **Town of Amherst Job:** PS-2019-02 (2)

Description and location of improvements including quantities: Install 200+/-LF of 6" HDPE Rear Yard Drainage Storm Sewer Pipe, with-in the 10ft wide public Drainage Easement area on the East side of Proposed House# 204 and Install (3) rear yard drains. Connect to existing receiver on Brenridge Drive.

	Name	Address	Phone
Owner:	Darrell Banks	200 Brenridge Dr. East Amherst, NY 14051	716-866-2220
Engineer/Designer:	NussBaumer & Clarke, INC.	3556 Lake Shore Road Buffalo, NY 14219-1494	716-827-8000
Contractor:	Milherst Construction	10025 County Road, Clarence Center, NY 14032	716-688-9098

This application must be submitted in quadruplicate along with four (4) full size copies of construction drawings showing the extent of the improvements which will be incorporated into and made part of this application. In the event the drawings submitted contains other facilities not covered by this permit, then those covered by this permit must be designated by coloring so that a clear-cut picture of the work under this permit is easily determined. **A PDF copy of the colored construction plans must also be provided.** The lighting PIP requires submission of design plans prepared by a **licensed electrical engineer** and in accordance with Town and National Grid requirements for **review and approval.**

Work under this permit shall be started within **60 days** from the date of approval thereof. Work under this permit shall be completed within **1 year** of the approval thereof. Any request for extension shall be addressed in writing to the Town Board of the Town of Amherst.

Fees from this permit shall be covered by **separate** checks made payable to the Town of Amherst in the amounts shown below and as set forth by the Town Board. The inspection fee is non-refundable and shall cover all work under this permit at no additional cost to the Town of Amherst. The inspection fee may be increased by a commercially reasonable amount during or after implementation of the improvements at the discretion of the Town Engineer due to unforeseen field conditions or complexity of design. All construction work is to be done during normal and usual working hours. Any deviation from this must be compensated by the payment of additional fees. Digital and full size hard copies of the as-built drawings shall be provided upon completion of the work. The lighting as-builts must contain field verified survey data in AutoCAD or GIS format for all electrical components including conduits, poles with numbering, power sources, and handhole locations.

In consideration of the granting of the permit hereby petitioned for, the undersigned hereby agrees that if such a permit is granted, they will comply with the terms thereof, the Laws of the state of New York, the Ordinances of the Town of Amherst and Regulations of the various departments to the Town and State of New York, and that they shall notify the Engineering Department forty-eight (48) business hours in advance of commencing any work under this permit.

The undersigned hereby certifies that all of the information contained in this petition is correct and true.

ITEM		FEE
PERMIT		$150.00
INSPECTION	10% of Estimate of Cost of Construction	$1,230.00
VIDEO INSPECTION - SANITARY		
$1.50 Per Linear Foot		
TOTAL FEE		$1,380.00

Darrell S Banks
Owner sign Here

Darrell Banks
Please Print Name

200 Brenridge Dr.
Address

East Amherst	NY	14051	716-866-2220
City	State	zip	Phone

Subscribed and sworn to before me this _____ 20 ____

COMMISSIONER OF DEEDS
In And For The City Of Buffalo, N.Y.
My Commission Expires Dec. 31, 2024.

Notary Public, Erie County, New York

I do certify that I have examined the foregoing petition and sketch and certify that they conform to Ordinances of the Town of Amherst.
Town Engineer: _____

Receipt is hereby acknowledged of the sum of $ _____, being the required fees established by the Town Board of the Town of Amherst, NY

Public/Private Improvement Permit No. 3120

_____
Town Clerk

Rev. 9/12/2023

Attachment: PIP 3120 - Paving_Brenridge Dr (RES-2024-335 : Public Improvement Permit No. 3120)

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 28833 **RESOLUTION 2024-336** **ADOPTED**

Emergency Purchase Authorization R 22_3-24

Suspension to Town Board Agenda Item March 25, 2024

TO: Amherst Town Board

FROM: Shawn Lavin, Deputy Supervisor

DATE: March 25, 2024

RE: **Emergency Purchase Authorization R 22_3-24**

The Youth and Recreation Department has an emergency purchase to repair the low charge at the south end of the ice center at the Northtown Center at Amherst. The purchase is from PRG for a total cost of $34,200 per the lowest quote.

Funding for this purchase is available from budget code A7253-4220 which requires Town Board approval. The request is pending successful completion of the contract review process.

3/25/2024
A motion to approve was made by Deputy Supervisor Lavin, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

A7253-4220 $34,200

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Deputy Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

Attachment G
TOWN OF AMHERST-EMERGENCY PURCHASE(S) DOCUMENTATION FORM

This form is to be completed for all emergency purchases made that contravene the Town's Purchasing Policy. You must contact the Supervisor (or Deputy Supervisor in the Supervisors absence) to obtain his/her approval prior to making the purchase. This form must be completed and submitted to the Town Board at the first work session following the Emergency purchase. A copy should also be submitted to the Town Attorney and Contract Compliance & Administration Department.

An exception to the competitive bidding requirements exists for emergency situations (GML, §103[4]). There are three basic statutory criteria to be met in order to fall within this exception. These are that (1) the situation arises out of an accident or other unforeseen occurrence or condition; (2) the circumstances affect public buildings, public property or life, health, safety or property of the political subdivision's residents; and (3) the situation requires immediate action which cannot await competitive bidding.

Generally, there must be a present, immediate and existing condition which is creating an imminent threat or danger and which requires such immediate action that a further delay to comply with competitive bidding requirements is so detrimental to the public interest that it overcomes the strong public policy in favor of bidding. Further, because the emergency must arise out of an accident or unforeseen occurrence, it is doubtful a local government may invoke the emergency exception in a situation which the result of inaction or dilatory behavior on the part of local officials and which, therefore, could have been foreseen in time to advertise for bids.

Even when a governing board passes a resolution that a public emergency exists, the public interest dictates that purchases are made at the lowest possible costs, seeking competition by informal solicitation of quotes or otherwise, to the extent practical under the circumstances.

1. Date of Emergency Purchase: 3/22/24
2. Date of Town Board work session where Board is notified: 3/25/24
3. Date you received approval from the Supervisor: 3/22/24
4. Amount of Emergency Purchase. Please provide a detailed listing of items purchased and the cost of each (Attach additional detail if necessary): R22: $34,200.00
5. Is there adequate funding in your current operating budget to cover this purchase? Yes.
   Identify budget Org/Object: A 7253.4220
6. Please describe the circumstances that resulted in the need to make an emergency purchase without following the Town's Purchasing Policy:
   Low charge at the south end of the ice center and national championships coming up April 2.
7. Please describe what steps were taken to ensure the lowest cost for the Emergency Purchase. If none, please explain why your department was prevented from doing so.
   ``` 3 quotes received: PRG $34,200.00; Mollenberg-Betz $50,600.00; Danforth $95,345.00
8. Department Head Signature: *Mary-Diana Pouli* Date: 3/22/24

CC: Town Board
Town Attorney
Contract Compliance & Administration

| For Contract Compliance & Administration Use Only | |
|---|---|
| Date of Town Board Resolution: | Emergency Purchase Tracking/Res #: |

Attachment: Emergency Purchase Authorization Y&R 032524 (RES-2024-336 : Emergency Purchase Authorization R 22_3-24)
   ```

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

Francina J. Spoth
Town Clerk

Meeting: 03/25/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 28834 **RESOLUTION 2024-337** **ADOPTED**

Travel Authorization – NYGFOA Annual Conference

Suspension Item to Town Board Agenda of March 25, 2024
Authorize Travel to
New York Government Finance Officers' Association
Annual Conference

To: Deputy Supervisor Lavin

From: Lynda Juul

Date: March 25, 2024

Re: Travel Authorization - NYGFOA Annual Conference

Please approve the attached request for travel to the 2024 New York Government Finance Officers' Association (NYGFOA) Annual Conference. Travel authorization was not previously requested, as it was under the threshold for Town Board approval. Authorization was previously approved for Daryl Bramer, Comptroller, who is also attending the conference, including mileage and tolls. I may now be driving instead of Mr. Bramer, causing my expense to exceed $750 and require Town Board approval.

The conference provides training on various aspects of governmental accounting, financial management, and budgeting, which are applicable to current challenges being faced by the Town. Funds are available in the departmental budget.

3/25/2024
A motion to approve was made by Deputy Supervisor Lavin, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

A1345; NTE $1,153.37

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Deputy Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

[X] Travel in New York State and under $750 - Department Head Approval

[ ] Travel in New York State $750 and over - Department Head Approval and Town Board Approval

[ ] Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
Lynda L. Juul	9193	Finance	716-631-7007

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
April 17, 2024	April 19, 2024	Albany, NY	NY Government Finance Officers' Association Annual Conference

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage 560 @ $0.67	375.20	A1345-4050	
Tolls	25.00	A1345-4040	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights 2 @ $145.00	290.00	A1345-4040	
Meals:			
IRS Per Diem Per Day: $69.00			
1st & Last Day of Travel @ 75%	103.50	A1345-4040	
# Breakfasts @ $16.00			
# Lunches @ $17.00			
# Dinners @ $31.00			
# Incidentals 1 @ $5.00	5.00	A1345-4040	
Registration/Conference Fee	250.00	A1345-4120	
Other			
Subtotal	1,048.70		N/A
Contingency - 10% of subtotal or $200	104.87		N/A
TOTAL	1,153.57		

Request Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

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: Travel Expense Reimbursement GFOA 2024 (RES-2024-337 : Travel Authorization – NYGFOA Annual Conference)

NEW YORK GOVERNMENT FINANCE OFFICERS' ASSOCIATION

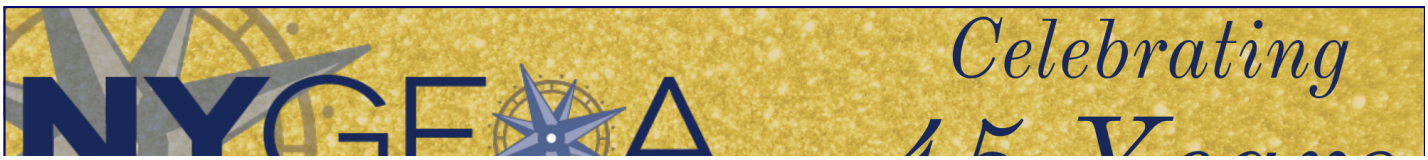
NYGFOA

Responsible | Knowledgeable | Accountable

JOIN NOW

MEMBER PORTAL

CALENDAR



2024 ANNUAL CONFERENCE OVERVIEW



Attachment: NYGFOA Conference (RES-2024-337 : Travel Authorization – NYGFOA Annual Conference)

The NYGFOA Annual Conference is New York State's premier event for government finance professionals! Interact with over 600 finance professionals from all levels of state and local government as well as the private sector. Commissioners, comptrollers, directors of finance, financial analysts, treasurers, clerks, supervisors, CFOs, accountants, budget directors, business managers, cash managers, council members, supervisors, and others will be in attendance.

PRE-CONFERENCE REGISTRATION

ANNUAL CONFERENCE REGISTRATION

Registration & Fees

- Registration for the Pre-Conference sessions and the Annual Conference is open to all persons interested in government finance.
- The Annual Conference and Pre-Conference are separate registrations and are accessible via the different links provided below.
- **Click here** to download a hard copy of the conference registration.

Annual Conference Rates *Full schedule below*	Member Rate	Non-Member Rate (gov)	Non-Member Rate (priv)
Early Bird (Ends 2/16/24)	$250	$345	$440
Regular Rate (Begins 2/17/24)	$275	$370	$465

Early Bird Pre-Conference Rates (Early Bird Ends 2/16/24) *Full schedule below*	Member Rate	Non-Member Rate
GASB Update: The Year in Review (Virtual 3/20)	$100	$200
GASB Update: Current Projects and Technical Agenda (Virtual 3/27)	$100	$200
Ethics and Professional Conduct for NYS CPAs (4/17)	$120	$240
Multi-Year Financial Planning - A Hands-On Approach (4/17)	$100	$200
GFOA Distinguished Budgeting Award Roundtable (4/17)	$100	$200
Leadership Workshop (4/17)	$100	$200

Attachment: NYGFOA Conference (RES-2024-337 : Travel Authorization – NYGFOA Annual Conference)

Regular Pre-Conference Rates (Regular Rate Begins 2/17/24) *Full schedule below*	Member Rate	Non-Member Rate
GASB Update: The Year in Review (Virtual 3/20)	$125	$250
GASB Update: Current Projects and Technical Agenda (Virtual 3/27)	$125	$250
Ethics and Professional Conduct for NYS CPAs (4/17)	$145	$290
Multi-Year Financial Planning - A Hands-On Approach (4/17)	$125	$250
GFOA Distinguished Budgeting Award Roundtable (4/17)	$125	$250
Leadership Workshop (4/17)	$125	$250

CPE & GFI Credits

- Pre-Conference (Virtual and In-Person): Earn up to 26 CPE & GFI credits.
- Annual Conference: Earn up to 11 CPE & GFI credits.
- Choose between 20 different sessions on topics related to government finance with one conference registration.
- You must have your name badge scanned at the completion of the sessions to receive credit.

Conference App

The Conference App will be back again in 2024. It will be accessible on smartphones as well as have a desktop feature on computers, laptops, and tablets. With it, you will be able to access your session details including PowerPoint slide decks, surveys, important information about exhibitors, sponsors, speakers, and more! You can also connect with other conference attendees, schedule meetings, and post on the internal social wall. Instructions on downloading the Conference App will be sent out in April 2024.

Meals

- In-person Pre-Conference sessions include lunch and refreshment breaks.
- Annual Conference registration includes two breakfasts (Thurs/Fri), several refreshment breaks, one lunch (Thurs), two receptions, one dinner (Thurs) and Thursday evening party/entertainment.
- Only registered attendees with name badges are permitted to participate in any of the conference activities, including sessions and meals.
- Please include your dietary restrictions in the field provided when registering for the Conference.

Attachment: NYGFOA Conference (RES-2024-337 : Travel Authorization – NYGFOA Annual Conference)

ANNUAL CONFERENCE SCHEDULE
(pre-conference schedule below)

	Wednesday, April 17, 2024
6:00 - 7:30 pm	Welcome Reception
	Thursday, April 18, 2024
7:30 - 8:30 am	Breakfast
8:45 - 10:20 am	- Association Annual Business Meeting and Keynote Presentation (Larry Weaver - Bringing Accounting and Humor Together!)
10:20 - 10:40 am	Coffee Break: Meet the Exhibitors
10:45 - 11:30 am	State Comptroller Thomas P. DiNapoli (Invited)
11:45 - 12:50 pm	Lunch
1:00 - 1:50 pm	Concurrent Bank #1
	- Understanding SEQRA Requirements When Bonding
	- GASB 96: Getting Comfortable with SBITAs
12:45 - 2:00 pm	Concurrent Bank #1A
	- Managing Health Care Costs Without Union Negotiation
2:10 - 3:00 pm	Concurrent Bank #2
	- Grant Accounting - A Primer
	- Cybersecurity - The Hackers Keep Coming
	- State Retirement System Update
3:00 - 3:30 pm	Afternoon Ice Cream & Coffee Break: Meet the Exhibitors
3:30 - 4:20 pm	Concurrent Bank #3
	- ARPA Closeout - Gear Up for 12/31/24
	- Attracting and Retaining Public Finance Talent
3:30 - 4:45 pm	Concurrent Bank #3A
	- Bond Rating Agency Update (Panel Presentation)

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4:40 - 5:30 pm	Concurrent Bank #4
	- Politics in Budgeting - Negotiating the Waters
	- AI and its Future in the Public Sector
6:00 - 6:45 pm	Cocktail Reception Sponsored by Albany Marriott
6:45 - 8:00 pm	Banquet Dinner and GFI Graduation Ceremony
8:30 - 10:30 pm	Game Night: Scholarship Fundraiser
	Friday, April 19, 2024
7:15 - 8:15 am	Breakfast
8:30 - 9:20 am	Concurrent Bank #5
	- Unlocking Value from Publicly Owned Real Estate
	- Creating a Key Performance Measurement Dashboard
8:00 - 9:15 am	Concurrent Bank #5A
	- All About the New Annual Financial Report (and avoiding errors!)
9:40 - 10:30 am	Concurrent Bank #6
	- Debt Disclosure Updates
	- Bidding and Procurement Best Practices
9:30 - 10:45 am	Concurrent Bank #6A
	- The Role of HSAs, FSAs, HRAs, and OPEB
10:30 - 11:00 am	Coffee Break: Meet the Exhibitors
11:00 - 12:15 pm	- Washington Update - What You Need to Know
12:15 pm	Conference Concludes

Program subject to change

Registration for Annual Conference

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PRE-CONFERENCE SCHEDULE

	March 2024 (Virtual via Zoom)
March 20, 2024 (10:00 - 12:00 pm)	GASB Update: The Year in Review
March 27, 2024 **(10:00 - 12:00 pm)**	GASB Update: Current Projects and Technical Agenda
	Wednesday, April 17, 2024 (In-person)
8:00 - 12:00 pm	Ethics and Professional Conduct for NYS CPAs
10:00 - 11:40 am	Multi-Year Financial Planning - A Hands-On Approach
1:00 - 2:40 pm	GFOA Distinguished Budgeting Award Roundtable
3:00 - 5:00 pm	Leadership Workshop

Program subject to change

Registration for Pre-Conference Sessions

ANNUAL CONFERENCE OVERVIEW

ANNUAL CONFERENCE REGISTRATION

PRE-CONFERENCE REGISTRATION

ANNUAL CONFERENCE SESSION DESCRIPTIONS

PRE-CONFERENCE SESSION DESCRIPTIONS

CURRENT SPONSORS & EXHIBITORS

Attachment: NYGFOA Conference (RES-2024-337 : Travel Authorization – NYGFOA Annual Conference)

HOTEL INFORMATION

SCHOLARSHIP INFORMATION

KEYNOTE

SPONSORSHIP INFORMATION

EXHIBITOR INFORMATION

POLICIES: CANCELLATION, EARLY BIRD, & MORE

2024 ANNUAL CONFERENCE APP INSTRUCTIONS

New York State Government Finance Officers' Association

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