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, June 10, 2024 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on June 10, 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	Absent	
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	

V. MINUTES APPROVAL

1. Tuesday, May 28, 2024

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. 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.

6/10/2024
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 4-0. The public hearing was opened at 7:02 PM.

Jeff Palumbo, Esq. presented.

The following residents spoke:
Stephen Martin, 74 S Harvest St
Michael Marshall, 90 Altair Dr
Sharon Caleca, 88 Tristan Ln
Ray Herman, 114 Oakgrove Dr
Tim Boyle, 91 Pasadena Pl
Francine Fabozzi, 42 Post Rd
Tom Weisbeck, 48 Drawbridge Ct

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the June 24th Town Board meeting, seconded by Deputy Supervisor Lavin and unanimously approved 4-0. The public hearing was closed at 7:34 PM.

RESULT:	**DECISION DATE [UNANIMOUS]**	**Next: 6/24/2024 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Shawn Lavin, Deputy Supervisor	
AYES:	Kulpa, Lavin, Szukala, Marinucci	
ABSENT:	Berger	

VIII. DEVELOPMENT REVIEW ACTIONS

1. Resolution 2024-501

SEQR Determination 6000-6020 N. Bailey Avenue (Portion), Z-2023-09

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 6000-6020 Bailey Avenue (portion) 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.

6/10/2024
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 4-0.

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

2. Resolution 2024-465

Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue (Portion), Z-2023-09)

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 February 15, 2024 that the proposed General Industrial District (GI) zoning at 6000-6020 Bailey Avenue (portion) 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 from RD to GI.

5/28/2024
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 7:43 PM.

Matt Oates of Benderson Development, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the June 10th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:45 PM.

6/10/2024
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 4-0.

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

3. Resolution 2024-502

SEQR Determination 2280 Wehrle Drive, Z-2024-01

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 2280 Wehrle Drive and has identified the areas of environmental concern, thoroughly analyzed them for significant adverse impact, including any concerns and/or recommendations from other agencies, and be it further

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

6/10/2024
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 4-0.

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

4. Resolution 2024-466

Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01)

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 April 18, 2024 that the proposed rezoning of 0.41± acres of land from Residential District Three (R-3) to Multi-Family Residential District Four-A (MFR-4A) at 2280 Wehrle Drive is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

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

5/28/2024
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 7:45 PM.

Pierce Young, Esq. presented.

The following speaker addressed the Town Board:
Jina Gentry, 65 Bissell Dr

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the June 10th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:52 PM.

6/10/2024
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 4-0.

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

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 (6)

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

Membership is full.

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 (2)**

21. **Library Board of Trustees (2)**

22. **Minority / Woman Owned Business (4)**

23. **Open Government Advisory Board (8)**

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 4-0. Public Expression was opened at 7:39 PM.

The following speakers addressed the Town Board:
Tom Weisbeck, 48 Drawbridge Ct - streetlights
Bill Blake, 147 Fairlawn Dr - LED project
Elizabeth Henderson, Williamsville - Royal Parkway project
Andrea Morgante, 253 Woodshire Ct - Royal Parkway project
Joseph Borgisi, 167 Caesar Blvd - MusicalFare funding
Paul Francavilla, 70 Cimarand Dr - waterline replacement
Matt Plunkett, 299 Northill Dr - Royal Parkway project
Dennis Hoban, 216 California Dr - infrastructure
Chris Drongosky, Youngs Rd - Royal Parkway project
Judy Ferraro, 213 Donna Lea Blvd - governance
Tom Frank, Main St - Amherst Central Park
Don Smith, 201 N Long St - Royal Parkway project
Christina Coyle-Lenz, 64 Chateau Ter E - updating Bicentennial Comprehensive Plan
Shelly Schratz, 1952 Kensington Ave - Bicentennial Comprehensive Plan
Sam Smith, 60 Fruehauf Ave - Benderson project & Harlem Road Community Center
Julie VanLente, 116 Parkwood Dr - infrastructure
John Trabert, 234 Mt Vernon Rd - tax increase

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Deputy Supervisor Lavin and unanimously approved 4-0. Public Expression was closed at 8:31 PM.

XI. CONSENT AGENDA

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Shawn Lavin, Deputy Supervisor
AYES:	Brian J. Kulpa, Shawn Lavin, Michael Szukala, Angela Marinucci
ABSENT:	Jacqualine Berger

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

B. DEPUTY SUPERVISOR LAVIN:

C. COUNCILMEMBER BERGER:

D. COUNCILMEMBER SZUKALA:

E. COUNCILMEMBER MARINUCCI:

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2024-503

Lighting District Extension - Miller's Crossing Subdivision (Final Order)

AGENDA ITEM : JUNE 10TH, 2024

TO: **Town Board**

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

DATE: **June 5, 2024**

RE: **Lighting District Extension:**
In the Matter of the Extension of the Town of Amherst Consolidated Lighting District to Miller's Crossing Subdivision and Improvements In Connection Therewith

A Public Hearing on the above matter was held on April 29, 2024 at 7:00 p.m. Once the Public Hearing was deemed closed, the matter was authorized by the Town Board (4-0). A Notice of Adoption Subject to Permissive Referendum was then published in The Amherst Bee.

Now that the referendum period has expired (May 29, 2024), kindly adopt the

attached Final Order relative to the above matter.

Thank you.

MAP:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments)*
(Agenda Item : June 10, 2024)
Daryl C. Bramer, Comptroller (*w/attachments)*
Lynda Juul, Director of Finance (*w/attachments)*
Jessica Boudreau, PE, Project Manager (*w/attachments)*
Steve Floss, Highway Superintendent (*w/attachments)*
Kurt Stanley, Deputy Highway Superintendent (*w/attachments)*
Al Spoth, General Crew Chief - Sign/Signal/Streetlighting (*w/attachments)*

6/10/2024
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved via Roll call vote 4-0.

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

2. Resolution 2024-504

Extension of Consolidated Lighting District - Harding Road Subdivision (Final Order)

AGENDA ITEM : JUNE 10TH, 2024

TO: **Town Board**

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

DATE: **May 28, 2024**

RE: **Lighting District Extension:**
In the Matter of the Extension of the Town of Amherst Consolidated Lighting District to Harding Road Subdivision and Improvements In Connection Therewith

A Public Hearing on the above matter was held on April 29, 2024 at 7:00 p.m. Once the Public Hearing was deemed closed, the matter was authorized by the Town Board (4-0). A Notice of Adoption Subject to Permissive Referendum was then published in The Amherst

Bee.

Now that the referendum period has expired (May 29, 2024), kindly adopt the attached Final Order relative to the above matter.

Thank you.

MAP:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments)*
(Agenda Item : June 10, 2024)
Daryl C. Bramer, Comptroller (*w/attachments)*
Lynda Juul, Director of Finance (*w/attachments)*
Jessica Boudreau, PE, Project Manager (*w/attachments)*
Steve Floss, Highway Superintendent (*w/attachments)*
Kurt Stanley, Deputy Highway Superintendent (*w/attachments)*
Al Spoth, General Crew Chief - Sign/Signal/Streetlighting (*w/attachments)*

6/10/2024
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved via Roll call vote 4-0.

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

3. Resolution 2024-505

Consent to Formation of Regency Commons Water Works Corp.

AGENDA ITEM : JUNE 10TH, 2024

TO: **Town Board**

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

DATE: **June 10, 2024**

RE: **Consent To Formation of Regency Commons Water Works Corp. (~~To Be Known As Birch Creek Run Sewer Works Corporation~~)**

On May 28, 2024, the Town Board authorized Resolution 2024-469 (Consent To Formation of Regency Commons Water Works Corp.) which is attached. Thereafter, an error was found that needed to be revised. Thus, kindly adopt the following resolution with respect to the above matter:

WHEREAS, Brad F. Randaccio, 50 Fountain Plaza, Suite 1700, Buffalo, New York 14202, is forming a water-works corporation to be named Regency Commons Water Works Corp., under Article 10-Section 40 of the New York Transportation Corporations Law; and

WHEREAS, the purpose of this corporation is to engage in any lawful act or activity relating to water service for eighteen (18) homes to be located at 166 Klein Road, for which a water-works corporation may be organized under New York State Transportation Corporations Law; and

WHEREAS, as a condition for the formation of the corporation, the controlling municipality needs to give its consent; and

WHEREAS, the Town Board of the Town of Amherst deems it is in the best interest of the Town to approve the formation of the Regency Commons Water Works Corp.;

NOW, THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the Consent to Formation letter approving the formation of a water-works corporation to be known as the ~~Birch Creek Run Sewer Works Corporation~~ Regency Commons Water Works Corporation, by Brad F. Randaccio, to engage in lawful acts of activities relating to service for eighteen (18) homes to be located at 166 Klein Road, which are allowed under Article 10-Section 40 of the New York Transportation Corporations Law.

MAP:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/o attachment*, **Agenda Item - June 10, 2024**)
Dan Howard, Director of Planning (*w/o attachment*
Jeffrey S. Burroughs, PE, Town Engineer (*w/o attachment*
Vaishali Reberholt, PE, Assistant Town Engineer (*w/o attachment)*

6/10/2024
Consent

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

4. Resolution 2024-506

Rights-Of-Way Use Agreement with ErieNet Local Development Corporation (CRS #4852)

AGENDA ITEM : JUNE 10TH, 2024

TO: **Town Board**

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

DATE: **June 5, 2024**

RE: **Rights-of-Way Use Agreement With ErieNet Local Development Corporation (CRS #4852)**

Kindly adopt a resolution authorizing the Supervisor to execute the attached agreement pending successful completion of the CRS.

ErieNet wishes to place, service and maintain Facilities within the public rights-of way managed by and under the control of the Town.

Thank you for your consideration.

NMB:hs
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item: June 10, 2024**)

6/10/2024
Consent

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

5. Resolution 2024-507

Settlement of Article 7 Matter - 95 NYRPT, LLC V. Town of Amherst

AGENDA ITEM : JUNE 10TH, 2024

TO: **Town Board**

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

DATE: **June 4, 2024**

RE: **Settlement of Article 7 Matter**
95 NYRPT, LLC v. Town of Amherst

Kindly adopt a resolution authorizing the following:

(1) Settlement of the above matter as detailed in the attached Consent Order and Judgment; and

(2) Authorizing Senior Deputy Town Attorney Samuel A. Alba, Esq. to sign the attached Consent Order and Judgment as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : June 10, 2024**)
Emily Murphy, Town Assessor

6/10/2024
Consent

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

6. Resolution 2024-508

Settlement of Article 7 Matter - Northtown Property Owner V. Town of Amherst

AGENDA ITEM : JUNE 10TH, 2024

TO: **Town Board**

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

DATE: **June 4, 2024**

RE: **Settlement of Article 7 Matter**
Northtown Property Owner v. Town of Amherst

Kindly adopt a resolution authorizing the following:

(1) Settlement of the above matter as detailed in the attached Stipulation and Agreement; and

(2) Authorizing Senior Deputy Town Attorney Samuel A. Alba, Esq. to sign the attached Stipulation and Agreement as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : June 10, 2024**)
Emily Murphy, Town Assessor

6/10/2024
Consent

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

B. TOWN CLERK:

1. Resolution 2024-509

New Firefighter for Swormville Fire Company

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

David Reilly
1307 New Road
Amherst, NY 14228

6/10/2024
Consent

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

2. Resolution 2024-510

Fireworks Display - Country Club of Buffalo

Request for fireworks permit on July 4, 2024 at approx. 9:30 pm at Country Club of Buffalo, 250 Youngs Road with the following conditions:

1. That the spectators, parking areas and structures be 350 feet from the fireworks discharge location for vertical mortars. (max. 5 inch shells)
2. That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
3. That the trajectory of shells shall not come within 25 feet of overhead objects.
4. That the approved shooters are Jerry Behlau and Andrey Behlau with any changes must be in writing to the Amherst Fire Inspectors a minimum of five days prior to the event.
5. If you would like to start the display earlier than the time proposed you must call 689-1212 before starting to be approved by our office.
6. Display shall follow NFPA 1123-2018 & IFC 2020.
7. Outdoor crowds over 1000 people require a certified crowd managers as per the International Fire Code.
8. The Amherst Town Board shall designate a time when the Fireworks display must conclude.
9. The submitted launch site is approved.

6/10/2024
Consent

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

3. Resolution 2024-511

Fireworks Display- Transit Valley CC

Request for fireworks permit on July 4, 2024 at approx. 9:45 pm at Transit Valley Country Club 8920 Transit Road with the following conditions:

1. That the spectators, parking areas and structures be 350 feet from the fireworks discharge location for vertical mortars. (max. 5 inch shells)

2. That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
3. That the trajectory of shells shall not come within 25 feet of overhead objects.
4. That the approved shooters are Matthew Sims and Karl Grohs with any changes must be in writing to the Amherst Fire Inspectors a minimum of 5 days prior to the event.
5. If you would like to start the display earlier than the time proposed you must call 716-689-1212 before starting to be approved by our office.
6. Display shall follow NFPA 1123-2018 & IFC 2020.
7. Outdoor crowds over 1000 people require a certified crowd managers as per the International Fire Code.
8. The Amherst Town Board shall designate a time when the Fireworks display must conclude.
9. The submitted launch site is approved.

6/10/2024
Consent

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

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

1. Resolution 2024-512

Carpet Harlem Road Community Center CRS #4872

Upon successful completion of CRS routing, please authorize the Supervisor to approve replacement of carpet at Harlem Road Community Center.

6/10/2024
Consent

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

2. Resolution 2024-513

Emergency Replacement of HVAC Town Court CRS #3648

Please allow the Supervisor to approve the emergency purchase to replace the HVAC unit for the Town of Amherst Court due to failure of the current unit.

6/10/2024
Consent

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

E. CENTRAL ALARM:

F. COMPTROLLER:

1. Resolution 2024-514

Budget Transfer and Amendments

For June 10, 2024 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 06/05/2024
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:***

N2241.4000 AMH 1st Time- Contractual $214,773.81 N2255.4000 AMH HOME Rent $214,773.81
Requested per department.

BUDGET AMENDMENTS - 2024

INCREASE: ***INCREASE:***

N2344.02785 CHEEK Housing- PI $6,750.00 N2344.4000 Contractual $6,750.00
N2349.02785 CHEEK Admin- PI $750.00 N2349.4003 10% Admin $750.00
To recognize Community Development program income from 49 Clover, Cheektowaga.

A3122.02410 Police Bailey Ave. Rentals $12,900 A3122.4220 Buildings and Grounds $12,900
To recognize Bailey Ave. rentals and increase expenditures for use of facilities by outside entities.

D5112.03507 State Aid - CHIPS $1,172,971.43 D5112.2800 CHIPS $1,172,971.43
To adjust the budget for CHIPS funding, CHIPS $4,262.08, Pave NY 202,177.24, EWR $166,886.68, POP $134,784.83 and rollover amounts of $664,860.60.

N2344.02785 CHEEK Housing- PI $5,220.00 N2344.4000 Contractual $5,220.00
N2349.02785 CHEEK Admin- PI $580.00 N2349.4003 10% Admin $580.00
To recognize Community Development program income from 328 Ellen, Cheektowaga.

DECREASE: ***INCREASE:***

A 0909 General Fund Assigned Fund Balance $200,000 A1220.4110 Contractual $200,000
To adjust Assigned Fund Balance for Community Benefit Fee that was assigned to Amherst Central School District as part of Princeton Court and Oxford Village PILOT negotiations to be used for a capital project by Amherst Central School District.

6/10/2024
Consent

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

G. CONTRACT COMPLIANCE:

H. COURT:

I. ECONOMIC DEVELOPMENT:

J. EMERGENCY SERVICES:

K. ENGINEERING SERVICES:

1. Resolution 2024-515

Award of Special Inspections & Testing – Whitestone Associates Engineering & Geology NY, PLLC Royal Park Sports Complex T.O.A. Project No. 2019.055 CRS #4866

Subsequent to receiving three (3) proposals for the above referenced professional services and upon review, we recommend that Whitestone Associates Engineering & Geology NY, PLLC, 500 Canal View Boulevard Rochester, NY 14623, be awarded the attached unit prices as per the proposal summary and cost estimate in an amount not to exceed $6,950.00. New York State Building Code requires that an approved inspection and testing program be carried out throughout construction and documented by qualified "special inspectors".

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

Funds are available for this contract from KP2303.4971. Thank you for considering this request.

6/10/2024
Consent

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

L. FINANCE:

M. HIGHWAY

1. Resolution 2024-516

National Grid Utility Work Permit Application - CRS #4768

National Grid is requesting permission to install three (3) new poles and three (3) new anchors along Youngs Road for Utility Work Permit at 669 Youngs Road, Williamsville, NY 14221 for NATIONAL GRID WR#01-24-30896096.

KINDLY ADOPT A RESOLUTION AUTHORIZING the Town Supervisor, Council Members and Town Clerk to execute the Utility Work Permit for 669 Youngs Road which would permit National Grid to install three new poles and anchors along Yongs Road.

This contract is subject to the Contract Routing System (CRS #4768) and the approval of the Town Attorney.

6/10/2024
Consent

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

N. HUMAN RESOURCES:

1. Resolution 2024-517

Public Safety Dispatcher/Central Fire Alarm

Please appoint a Public Safety Dispatcher to Central Fire Alarm. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 11, 2024 at an hourly rate of $27.10, Step 2 for Douglas Sandburg, II.

This is a Permanent appointment for a current employee who has been serving Provisionally.

6/10/2024
Consent

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

2. Resolution 2024-518

Community Development Assistant/Planning Department

Please appoint a Community Development Assistant to the Planning Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 11, 2024 at an annual salary of $48,360, Grade 8, Step E for Amy Carrato.

This is a Permanent appointment for a current employee who has been serving Provisionally.

6/10/2024
Consent

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

3. Resolution 2024-519

Community Development Assistant/Planning Department

Please appoint a Community Development Assistant to the Planning Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 11, 2024 at an annual salary of $42,408, Grade 8, Step B for Rachel Boerschig.

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

6/10/2024
Consent

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

4. Resolution 2024-520

Laborer Crew Chief/Youth & Recreation Department

Please appoint a Laborer Crew Chief to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 11, 2024 at an hourly rate of $19.65, Grade 7, Step A for Frank Pieber.

Contingent upon completing all pre-employment requirements.

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

6/10/2024
Consent

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

5. Resolution 2024-521

Maintenance Worker/Youth & Recreation Department

Please appoint a Maintenance Worker to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 11, 2024 at an hourly rate of $18.65, Grade 4, Step A for Tyler Wilhelm.

Contingent upon completing all pre-employment requirements.

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

6/10/2024
Consent

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

6. Resolution 2024-522

Maintenance Worker/Youth & Recreation Department

Please appoint a Maintenance Worker to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 11, 2024 at an hourly rate of $19.34, Grade 4, Step B for Kevin Strom.

Contingent upon completing all pre-employment requirements.

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

6/10/2024
Consent

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

7. Resolution 2024-523

Senior Maintenance Worker/Building Maintenance-Facilities Department

Please appoint a Senior Maintenance Worker to the Building Maintenance-Facilities Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 11, 2024 at an hourly rate of $25.53, Grade 5, Step H for Jason Cassiol.

Contingent upon completing all pre-employment requirements.

This is a promotion for an employee currently serving as Maintenance Worker. Replacing an employee who transferred to another department.

6/10/2024
Consent

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

8. Resolution 2024-524

Senior Maintenance Worker/Youth & Recreation Department

Please appoint a Senior Maintenance Worker to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 11, 2024 at an hourly rate of $26.60, Grade 5, Step J for David Barth.

This is a promotion for an employee currently serving as Maintenance Worker.

6/10/2024
Consent

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

9. Resolution 2024-525

Senior Maintenance Worker/Youth & Recreation

Please appoint a Senior Maintenance Worker to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 11, 2024 at an hourly rate of $25.03, Grade 5, Step G for Christopher Riley.

This is a promotion for an employee currently serving as Maintenance Worker.

6/10/2024
Consent

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

10. Resolution 2024-526

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

Please appoint a Wastewater Treatment Plant Operator - Trainee to the Engineering Department/Plant #16. Provisional, pending satisfactory completion of a Civil Service Examination. Effective June 11, 2024 at an hourly rate of $24.26, Grade IV, Step 1 for Tyler Mayers.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

6/10/2024
Consent

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

11. Resolution 2024-527

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

Please appoint a Wastewater Treatment Plant Operator - Trainee to the Engineering Department/Plant #16. Provisional, pending satisfactory completion of a Civil Service Examination. Effective June 11, 2024 at an hourly rate of $24.26, Grade IV, Step 1 for Austin Carden.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

Replacing an employee who was separated from service.

6/10/2024
Consent

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

O. INFORMATION TECHNOLOGY:

1. Resolution 2024-528

Update Computer and Mobile Devise Usage Policy - 2024

WHEREAS, a Computer Usage Policy was originally adopted by the Amherst Town Board on May 16, 2005; and

WHEREAS, a Computer Usage and Mobile Device Usage Policy was revised and adopted by the Amherst Town Board in 2017, 2020, 2021 and 2022; and

WHEREAS, employee compliance with this policy facilitates the official work of the Town and will contribute to the Town's mission of providing secure, responsive and cost-effective services to its residents; and

WHEREAS, this revised policy was reviewed by the Amherst Information Technology Advisory Committee;

NOW THEREFORE BE IT RESOLVED that the Amherst Town Board does hereby approve an updated Computer and Mobile Device Usage Policy;

BE IT FURTHER RESOLVED that Department Heads inform their staff of this updated Computer and Mobile Device Usage Policy; and

BE IT FURTHER RESOLVED that the Information Technology Department provide this policy on the Town's Intranet for distribution, printed or electronic, to all Town of Amherst computer or mobile device users and teleworkers.

6/10/2024
Consent

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

P. PLANNING:

Q. POLICE:

1. Resolution 2024-529

Temporary Access Agreement Use of Amherst Police Department Community Policing and Training Facility United States Naval Sea Cadet Corps. (CRS #4797)

TOWN BOARD AGENDA ITEM : JUNE 10, 2024

TO: **Town Board**

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

RE: **Temporary Access Agreement**
Use of Amherst Police Department Community Policing and Training Facility: United States Naval Sea Cadet Corps. (CRS #4797)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and United States Naval Sea Cadet Corps., with regard to the above-entitled matter. This agreement has successfully completed the Contract Routing Process.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: June 10, 2024)**

6/10/2024
Consent

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

R. SENIOR SERVICES:

S. SEWER/PLANT 16:

1. Resolution 2024-530

Ferguson Electric Service Co., Inc. Transformer Testing & Repair Service Contract - Change Order No. 1 Town of Amherst Project No. 2019.002G Original CRS #2042

We are requesting the Town Board approve the above referenced Change Order, which calls for an increase of 57 hours for Bid Item #3 (hourly service rate), and would increase the contract price $9,405.00. This Change Order will cover the costs associated with the Contractor investigating & repairing issues within the electrical substations at the wastewater treatment facility.

Funding for this request is available from the following source:

G9916-4922 $9,405.00

May we have your approval to award Ferguson Electric Service Co., Inc. the above referenced Change Order? Thank you for considering this request.

6/10/2024
Consent

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

2. Resolution 2024-531

WPCF Building 13 Uninterruptable Power Supply [UPS] Replacement Town Project No. 2023.002A

We are requesting the Town Board approve the award of the above referenced contract to CIR Electric Company, Inc. CIR offered the low bid of $151,600.00 of the three submitted bids for this contract; please see the enclosed bid tabulation.

The contract calls for an in-kind replacement of the existing UPS System for Building 13. Funds are available for this contract in the following account: #KP 2136-4972.

This request is pending the successful completion of the contract review process. Thank you for considering this request.

6/10/2024
Consent

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

3. Resolution 2024-532

WPCF Building #7 Variable Frequency Drive [VFD] Procurement Town Project No. 2022.002F

We are requesting the Town Board approve the award of the above referenced procurement contract Volland Electric Company, Inc. Volland offered the low bid of $30,453.00 of the four submitted bids for this contract; please see the enclosed bid tabulation.

The contract calls for the purchase of three [3] 200 HP VFDs that will replace the existing 20-year-old units. Funds are available for this contract in the following account: #KP 2136-4972.

This request is pending the successful completion of the contract review process. Thank you for considering this request.

6/10/2024
Consent

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

4. Resolution 2024-533

Professional Services Amendment - GHD Consulting Services, Inc. Stormwater Inspection Services CRS No. 4834

The Engineering Department is requesting the Town Board authorize the Town Supervisor to sign the attached time extension amendment between the Town of Amherst and GHD Consulting Services, Inc. to perform stormwater inspection services for projects on an "as-needed" basis, on behalf of the Town through October 31, 2024.

Funds for these consultant services will be collected from developers by the Engineering Department as Stormwater Inspection Permit fees. The fees will be placed in an escrow account (AG4010-0699) and will be paid to consultants following project completion. The entire cost of inspection services is funded through the fee collection, with no financial impact to the Town.

This request is pending contract review.

Thank you for your consideration of this request.

6/10/2024
Consent

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

5. Resolution 2024-534

Professional Services Amendment - JM Davidson Engineering D.P.C. Stormwater Inspection Services CRS No. 4835

The Engineering Department is requesting the Town Board authorize the Town Supervisor to sign the attached time extension amendment between the Town of Amherst and JM Davidson Engineering to perform stormwater inspection services for projects on an "as-needed" basis, on behalf of the Town through October 31, 2024.

Funds for these consultant services will be collected from developers by the Engineering Department as Stormwater Inspection Permit fees. The fees will be placed in an escrow account (AG4010-0699) and will be paid to consultants following project completion. The entire cost of inspection services is funded through the fee collection, with no financial impact to the Town.

This request is pending contract review.

Thank you for your consideration of this request.

6/10/2024
Consent

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

T. YOUTH AND RECREATION:

1. Resolution 2024-535

Postage Machines - CRS #4868

Authorize the Supervisor to sign a contract with Quadient for postage machines at the Youth & Recreation Department and the Senior Center, pending satisfactory completion of the contract routing process.

6/10/2024
Consent

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

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2024-49

Newman Center Request for Fee Waiver

Request from the Newman Center seeking a waiver of the tent permit fee for their 48th annual Chicken Barbecue on Sunday, August 11, 2024.

Response from the Building Commissioner is attached.

6/10/2024
Consent

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Shawn Lavin, Deputy Supervisor
AYES:	Kulpa, Lavin, Szukala, Marinucci
ABSENT:	Berger

2. Communication 2024-50

Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway

Letter from Sean Hopkins, Esq. regarding the formation of Cimato & Sons Sewerage Works Corporation in connection with the proposed project at 4300 Millersport Highway.

6/10/2024
Referred to Town Attorney & Planning

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

3. Communication 2024-51

Summons and Complaint: Taina S. Betancourt Vs. Town of Amherst Et Al.

6/10/2024
Referred to Town Attorney

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

XVI. PUBLIC IMPROVEMENT PERMITS

1. Resolution 2024-536

Private Improvement Permit No. 3124 Storm System – Harding Road Subdivision 2005.101/SUB-2022-01

Attached please find an application for a Storm System Private Improvement Permit properly filled out. The permit fee and inspection cost amount to $1,939.46.

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 $1,839.46 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. 3124.

Thank you for considering this request.

6/10/2024
Consent

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

2. Resolution 2024-537

Private Improvement Permit No. 3125 Waterline – 4200-4230 Ridge Lea Road 2023.011/SP-2023-03

Attached please find an application for a Waterline Private Improvement Permit properly filled out. The permit fee and inspection cost amount to $45,325.00.

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 $45,175.00 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. 3125.

Thank you for considering this request.

6/10/2024
Consent

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

XVII. 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 Deputy Supervisor Lavin and unanimously approved 4-0. Public Expression was opened at 8:33 PM.

The following speakers addressed the Town Board:
Dave Howard, 194 Roycroft Dr - Westwood & speed humps
Chris Drongosky, Youngs Rd - Westwood
Matt Plunkett, 299 Northill Dr - Royal Parkway project
Don Smith, 201 N Long St - Royal Parkway project
Tom Weisbeck, 48 Drawbridge Ct - streetlights
Karen Howard, 194 Roycroft Dr - bonds
Dennis Hoban, 216 California Dr - infrastructure

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Deputy Supervisor Lavin and unanimously approved 4-0. Public Expression was closed at 8:51 PM.

XVIII. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn, seconded by Deputy Supervisor Lavin and unanimously approved 4-0. The Town Board meeting of June 10, 2024 was adjourned at 9:00 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 28701 **RESOLUTION 2024-210** **DECISION DATE**

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.

6/10/2024
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 4-0. The public hearing was opened at 7:02 PM.

Jeff Palumbo, Esq. presented.

The following residents spoke:
Stephen Martin, 74 S Harvest St
Michael Marshall, 90 Altair Dr
Sharon Caleca, 88 Tristan Ln
Ray Herman, 114 Oakgrove Dr
Tim Boyle, 91 Pasadena Pl
Francine Fabozzi, 42 Post Rd
Tom Weisbeck, 48 Drawbridge Ct

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the June 24th Town Board meeting, seconded by Deputy Supervisor Lavin and unanimously approved 4-0. The public hearing was closed at 7:34 PM.

RESULT:	**DECISION DATE [UNANIMOUS]**	**Next: 6/24/2024 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Shawn Lavin, Deputy Supervisor	
AYES:	Kulpa, Lavin, Szukala, Marinucci	
ABSENT:	Berger	

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

RECEIVED
AUG 22 2023
TOWN OF AMHERST
PLANNING DEPT.

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?	☐	☑	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	☑	☐	
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?	☑	☐	
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: _____	☐	☑	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	☐	☑	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	☐	☑	
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?	☐	☑	
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: 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

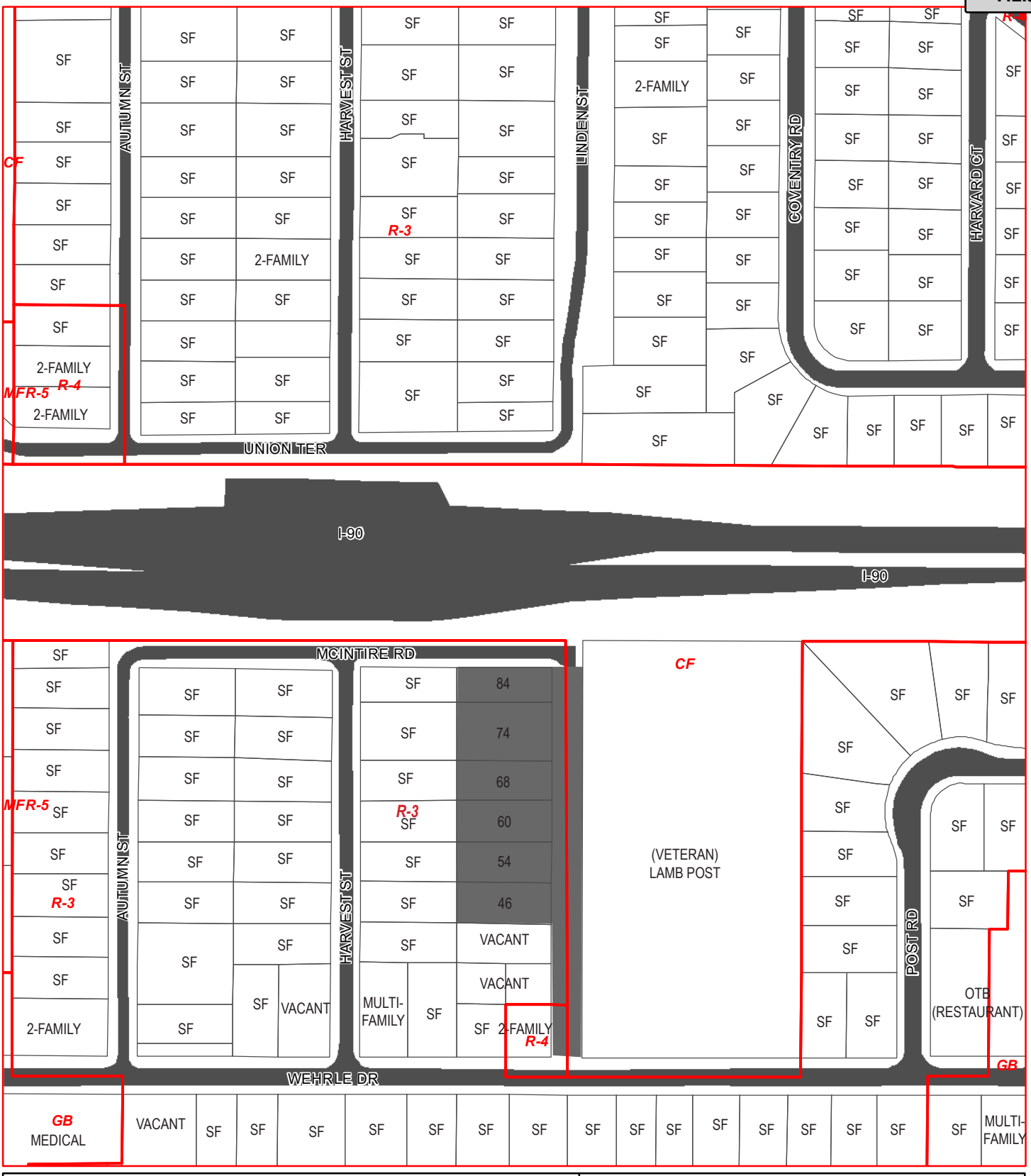
Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive



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



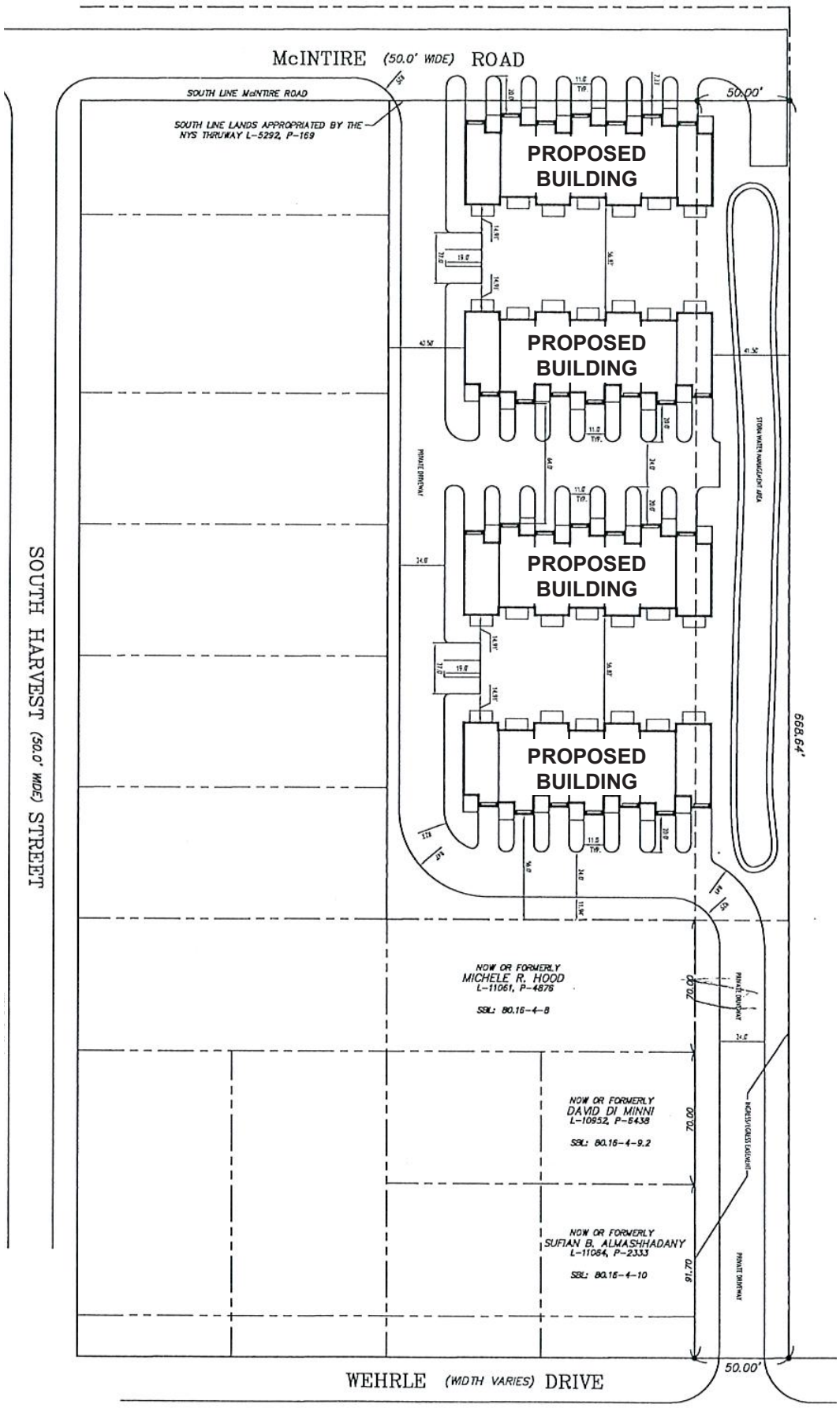


CONCEPTUAL ILLUSTRATIONS

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

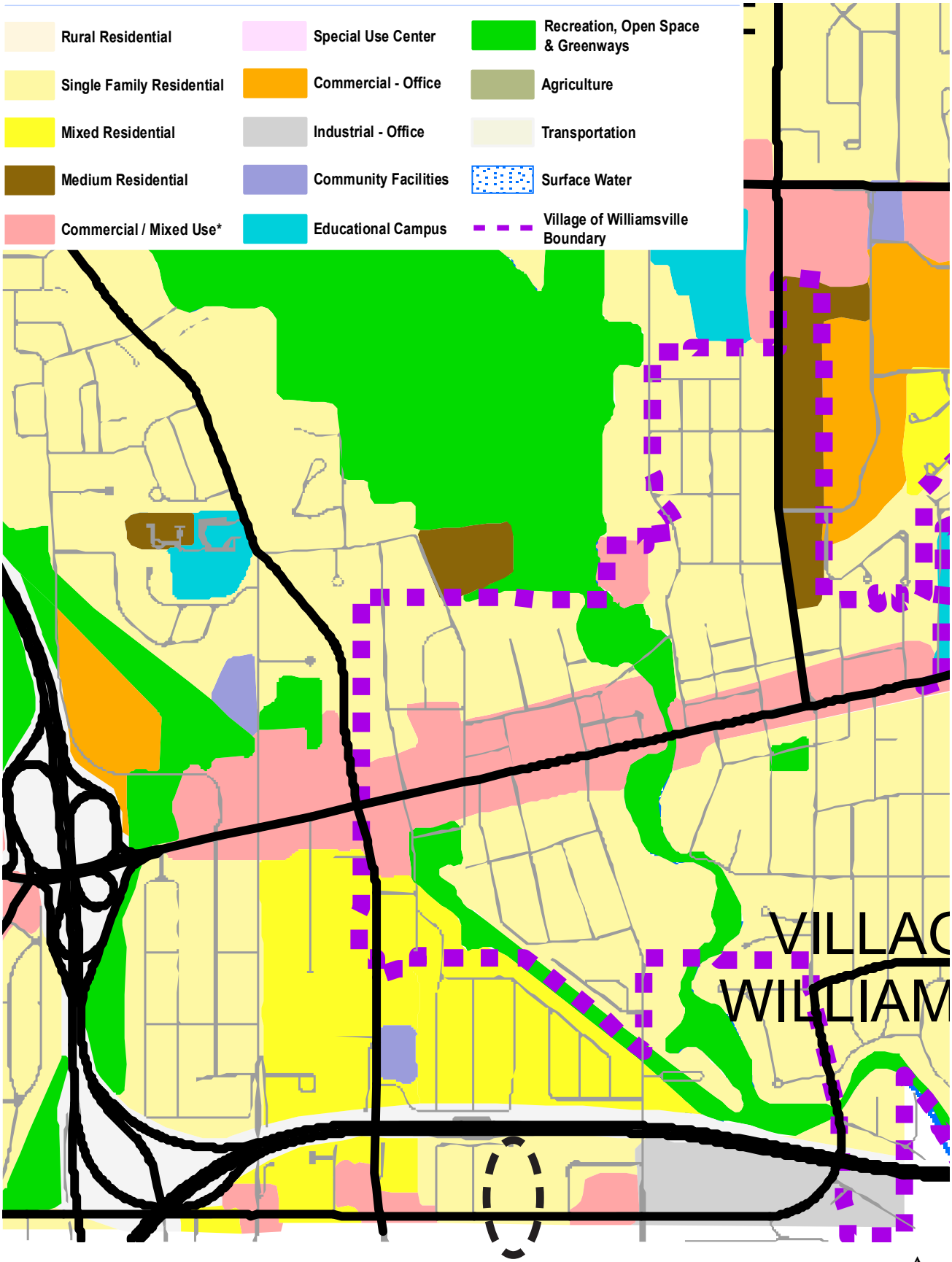


CONCEPT PLAN

BCPA-2023-02

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

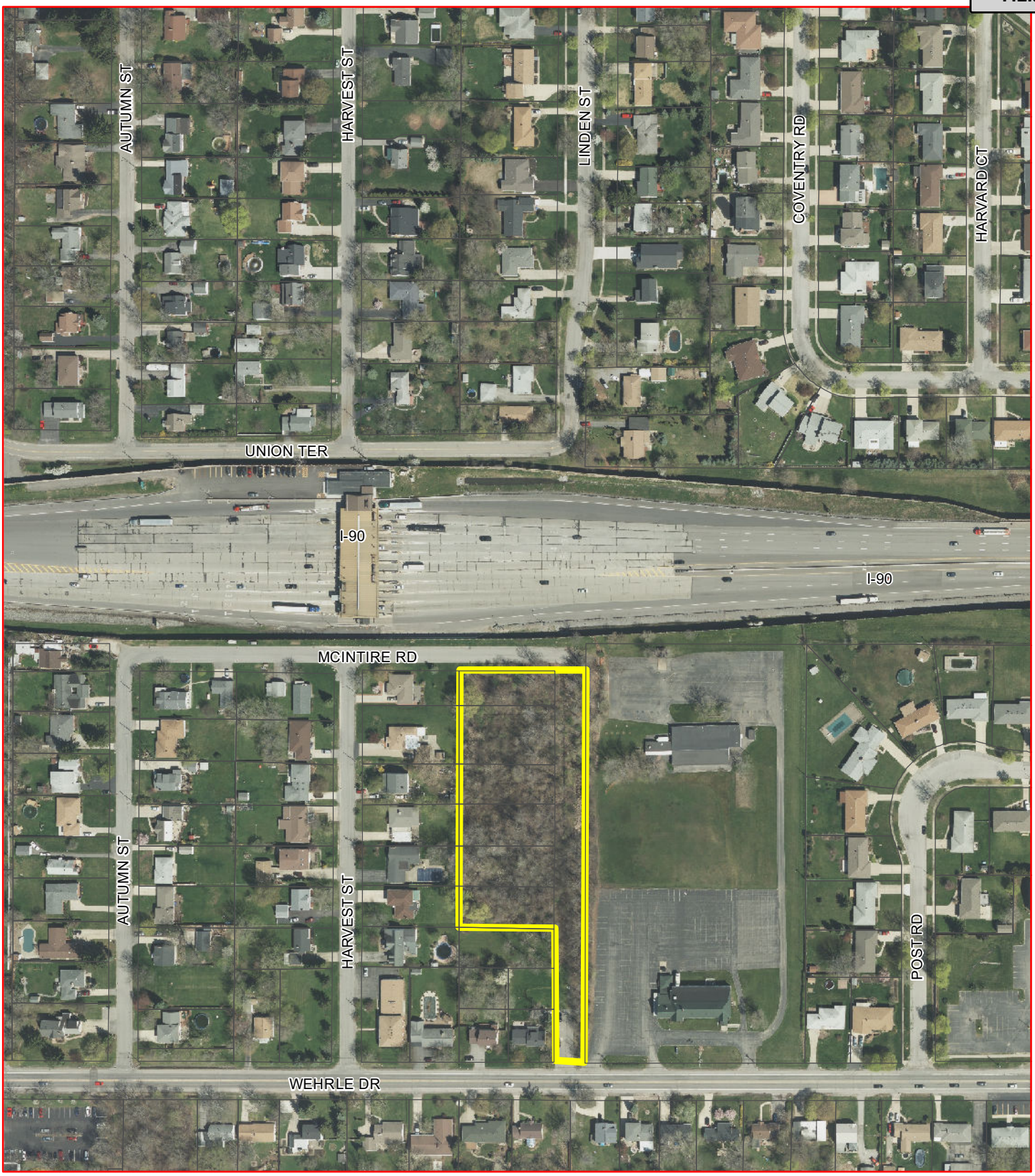
Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive



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.

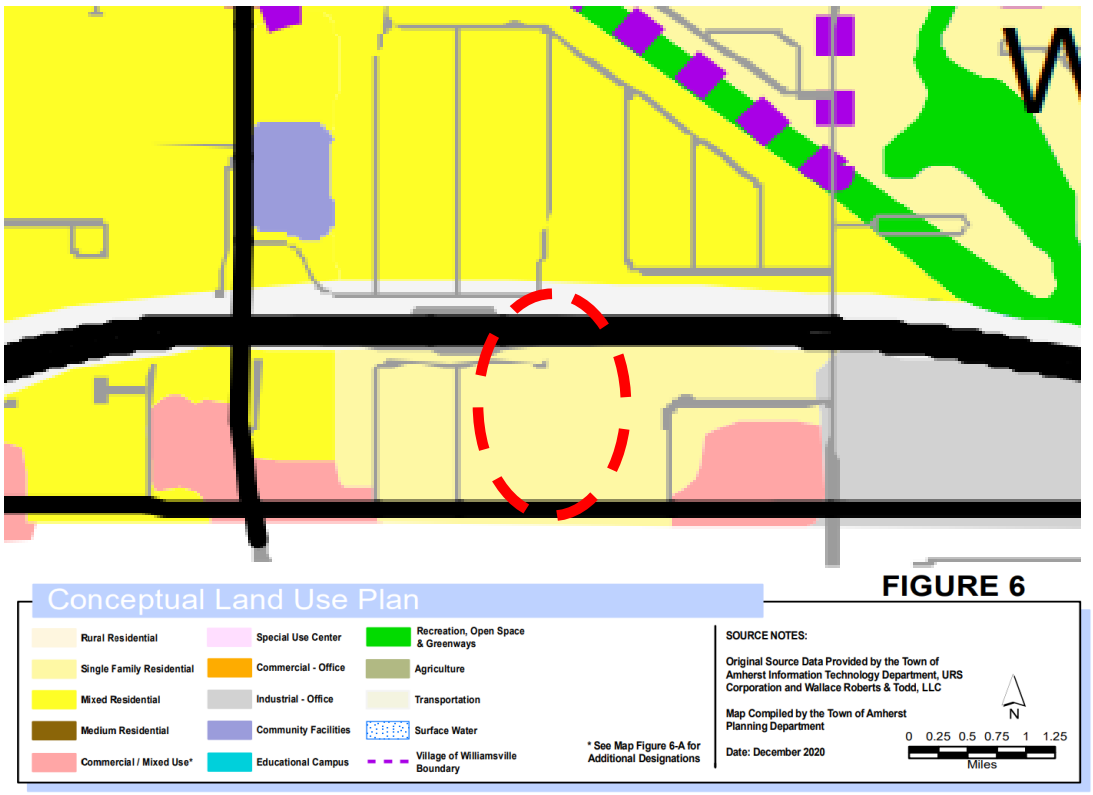
3.0 Land Use and Development

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

Confidentiality Notice: This electronic mail transmission is intended for the use of the individual or entity to which it is addressed and may contain confidential information belonging to the sender which is protected by the attorney-client privilege. No confidentiality or privilege is waived or lost by any error in transmission. If you are not the intended recipient, you are strictly prohibited from disclosing, copying, distributing or using any of this information and are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this transmission in error, please notify the sender immediately by e-mail and delete the original message. Thank you for your cooperation.

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

Steve Martin 74 S. Harvest St. Amherst NY 14221

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: 06/10/24 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 29078 **RESOLUTION 2024-501** **ADOPTED**

SEQR Determination 6000-6020 N. Bailey Avenue (Portion), Z-2023-09

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 6000-6020 Bailey Avenue (portion) 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.

6/10/2024
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 4-0.

FINANCIAL IMPACT:

None

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

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-2023-09_draft_TB_Neg Dec_061024 (RES-2024-501 : SEQR Determination - 6000-6020 North Bailey Rezoning)

D R A F T
(June 10, 2024)

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Town Board

Project: Z-2023-09

Address: 5583 Main Street
Williamsville, NY 14221
(716) 631-7051

Date: June 10, 2024

This notice is issued pursuant to Part 617 and Local Law #3-82, as amended, of the implementing regulations pertaining to Article 8 (State Environmental Quality Review) of the Environmental Conservation Law.

The Lead Agency has determined that the proposed action described below will not have a significant adverse effect on the environment.

Title of Action: Rezoning Request.

SEQR Status: Unlisted action.

Description of Action: Rezoning of 0.82± acres of land from Research Development District (RD) to General Industrial District (GI) to allow for the future use of the site for Delta Sonic's soap blending facility.

Location: 6000-6020 N. Bailey Avenue (portion), Town of Amherst, Erie County, New York

Petitioner: Benderson Development Company, LLC

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 0.82± acres of land from RD to GI to allow for the future use of the site for Delta Sonic's soap blending facility will not have a significant impact on the environment, as follows:

1. The project is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems. The Town Engineering Department on October 13, 2023 reviewed the application and EAF submitted on October 12, 2023 and had no objection to or comments on the proposed rezoning.

2. The project will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources. The subject site is currently developed for warehousing distribution activities. A Landscape/Tree preservation Plan shall be required of the applicant upon submittal of a site plan application for development of the site at which stage all landscape requirements of the Zoning Ordinance will be met.

3. The project is not expected to create any material conflict with the Town Comprehensive Plan. The project will comply with all regulations of the Town Zoning Ordinance before final site plan approval is granted. The Town Building Department on October 17, 2023 reviewed the application and EAF submitted on October 12, 2023 and has no objection or comments on the proposed rezoning.

4. The project is not within an area identified by the State as potentially containing significant cultural or archeological resources, nor will it impair the character or quality of important historical resources.

5. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The subject request is for rezoning from RG to GI, Neighboring uses are light industrial, office, commercial-retail and high density apartment uses and zoned RD, Shopping Center District (SC) and Multi Family Residential District 5 (MFR-5); therefore, the project is consistent with surrounding land use.

6. The proposed rezoning to GI for the future use of the site as Delta Sonic's soap blending facility will not cause a major change in the use of either the quantity or type of energy.

Attachment: Z-2023-09_draft_TB_Neg Dec_061024 (RES-2024-501 : SEQR Determination - 6000-6020 North Bailey Rezoning)

7. The rezoning to GI for the future use of the site as Delta Sonic's soap blending facility will not create any hazard to human health. The Fire Chief's Association on January 9, 2024 has reviewed the rezoning request and supporting documentation and has no objection to or adverse comments on the proposed rezoning.

8. The rezoning to GI 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 future use of the site as Delta Sonic's soap blending facility will be consistent with the scale of surrounding land uses.

9. The rezoning to GI for the future use of the site as Delta Sonic's soap blending facility will not significantly increase the number of people using the site over its previous level of use.

10. The rezoning to GI for the future use of the existing building as Delta Sonic's soap blending facility will not create significant negative traffic impacts.

11. Coordinated reviews of the project have been undertaken by Town Departments including Building on October 17, 2023, Engineering on October 13, 2023, Assessor on October 13, 2023, Fire Chiefs' Association on January 9, 2024, and Right-of-Way Agent on October 16, 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.

_____ _____
Signature & title of preparer date

_____ _____
Brian J. Kulpa, Supervisor date

SM/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-09_(6000-6020_N_Bailey_Ave)_2023\Z-2023-09_Neg Dec_061024.docx
cc: Amherst Town Clerk
Amherst Building Department
ECDEP
James A. Boglioli. Esq., Benderson Development Co., LLC, 570 Delaware Ave., Buffalo, NY 14202

Attachment: Z-2023-09_draft_TB_Neg Dec_061024 (RES-2024-501 : SEQR Determination - 6000-6020 North Bailey Rezoning)

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 29026 **RESOLUTION 2024-465** **ADOPTED**

Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue (Portion), Z-2023-09)

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 February 15, 2024 that the proposed General Industrial District (GI) zoning at 6000-6020 Bailey Avenue (portion) 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 from RD to GI.

5/28/2024
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 7:43 PM.

Matt Oates of Benderson Development, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the June 10th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:45 PM.

6/10/2024
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 4-0.

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

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

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

Town Board Agenda of
May 28, 2024

May 17, 2024

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

Subject: Request to rezone 0.82± acres of land from Research Development District (RD) to General Industrial District (GI); property located at 6000-6020 North Bailey Avenue (portion), Benderson Development Company, LLC, petitioner. (Z-2023-09).

Honorable Members:

The subject area is a 0.82± acre rectangular area located in the southwest corner of the 17.2± acre 'T' shaped parcel located at 6000-6020 North Bailey Avenue, at the intersection of Romney Drive and North Bailey Avenue. The overall parcel has 614± feet of frontage on North Bailey Avenue and 1,106 feet of frontage on Romney Drive, is bisected by Town Ditch #TA-3 and is located within the Boulevard Central District. North. Bailey Avenue and Romney Drive are Town roadways classified as a collector and a local street respectively in the Town of Amherst Bicentennial Comprehensive Plan.

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

The purpose of this request is to rezone a 0.82± acre portion of the overall 17.2± acre site to allow Delta Sonic Carwash Systems, Inc. to consolidate its warehouse and distribution facilities located within western New York on a single parcel and permit the existing 35,700 sq. ft. building (#6040 N. Bailey Avenue) on the parcel to be used for Delta Sonic's soap blending facility. The warehousing, distribution, fabrication aspects of the Delta Sonic activities are permitted within the existing RD zoning district. The blending of soap however is only permitted within the GI – General Industrial District.

The subject site was zoned Research and Development District (RD) with the adoption of the Town wide Zoning Map & Ordinance on January 19, 1976.

continued . . .

Honorable Town Board

Rezone land from RD to GI; Z-2023-09
property located at 6000-6020 North Bailey Avenue
(portion)
Agenda of May 28, 2024

Z-1997-17 The Town Board on November 3, 1997 approved a request to rezone a 0.95± acre area in the southwest corner of the overall 17.2± acre site from MFR-5 to RD with the condition that there be no access from this particular site to the adjacent residential area

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

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

The subject request is consistent with the Goals, Objectives and Policies found in Chapter 3.2 C. Reinvestment which encourages the revitalization and reinvestment in Amherst's older neighborhoods and commercial areas is one of four key Comprehensive Plan Initiatives, both to reinforce the health and vitality of these areas and to reduce pressures for "greenfield" development in fringe areas. The proposed use is also consistent with the smaller-scale manufacturing, distribution, and warehousing activities discussed in Chapter 3.3.4 Industrial Uses and the locational characteristics that include direct access to major transportation routes and located away from residential neighborhoods.

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

The proposed rezoning is consistent with Section 1-2-2K of the Zoning Ordinance which seeks to guide future development of the Town to bring about the gradual conformity of land and building uses in accordance with the objectives of the Comprehensive Plan.

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

The request is consistent with the existing light industrial and office uses on the overall parcel that is zoned RD and is compatible with the adjacent commercial land uses to the west, north and east zoned Shopping Center District (SC) along with the six story multi-family apartment development to the south zoned Multi-Family Residential District 5 (MFR-5).

ADEQUATE SERVICES AND UTILITIES

All services and utilities necessary for the proposed rezoning are available and adequate at the subject location. This is an Unlisted action pursuant to SEQR, and an environmental assessment consistent with SEQR has been prepared for the subject proposal.

RECOMMENDATION

The Planning Board at their meeting of February 15, 2024 held a public hearing on the subject rezoning request and recommended that the Town Board find that pursuant to Local Law #3-82, as amended, the requirements of SEQR have been completed and that the subject request will not have a significant adverse effect on the environment. The Planning Board also recommended that the subject rezoning request be approved.

continued . . .

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

Honorable Town Board

Rezone land from RD to GI; Z-2023-09
property located at 6000-6020 North Bailey Avenue
(portion)
Agenda of May 28, 2024

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/SM/bf
Att.
X:\Current_Planning\Files\Rezonings\2023\Z-2023-09_(6000-6020_N_Bailey_Ave)_2023\Z-2023-09_Town_Board_Letter.docx
cc: Martin Polowy, Town Attorney
James A. Boglioli. Esq., Benderson Development Co., LLC, 570 Delaware Ave., Buffalo, NY 14202

Planning Board Approval February 15, 2024
Ayes: 6, Noes: 0, Absent (Gill)

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2023-09

FEB 22 2024 AM10:

PETITIONER

Benderson Development Co.
570 Delaware Avenue
Buffalo, NY 14202

PROPERTY LOCATION

6000-6020 N. Bailey Ave. (portion)

WHEREAS the Town of Amherst Planning Board on Thursday, February 15, 2024 held a public hearing on the proposed rezoning of land from Research and Development District (RD) to General Industrial District (GI), 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. The proposal is consistent with the Plan, Chapter 3.2 C, "Reinvestment" which encourages the revitalization and reinvestment in Amherst's older neighborhoods and commercial areas and is also one of four key Comprehensive Plan Initiatives. The proposed use is also consistent with the smaller-scale manufacturing, distribution, and warehousing activities uses found in Chapter 3.3.4 Industrial Uses and the locational characteristics that include direct access to major transportation routes and located away from residential neighborhoods.

B. There are adequate services and utilities available or proposed to be made available in the construction of the development.

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

D. The subject property is suitable for uses permitted by the current and the proposed zoning district.

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

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

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2023-09

FEB 22 2024 AM10:

PETITIONER

Benderson Development Co.

PROPERTY LOCATION

6000-6020 N. Bailey Ave. (portion)

WHEREAS pursuant to Local Law #3-82, as amended, the Planning Board recommends that the Town Board determine that the requirements of SEQR are complete and that the subject proposal is not expected to have a significant adverse effect on the environment.

NOW THEREFORE BE IT RESOLVED that the Planning Board recommends to the Town Board in accordance with Section 8-3-4 of the Zoning Ordinance, that the rezoning request be approved.

The foregoing resolution was adopted by the Town of Amherst Planning Board, February 15, 2024; moved by Giuliani; seconded by Kahn; ayes 6, noes 0; absent 1 (Gill).

Michael J. Chmiel, Planning Board Chair

2/22/24
Date

SM/ac
X:\Current_Planning\Files\Rezonings\2023\Z-2023-09_(6000-6020_N_Bailey_Ave)_2023\Z-2023-09_resolution_021524.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-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Major Site Plan Review

For Official Use

File #: _____ **Acreage** _____ **Fee $** _____

Address Verified by Assessor's Office _____ VERIFIED BY DATE

Materials Received by Planning Department _____ RECEIVED BY DATE

Fee Paid to Town Clerk _____ RECEIVED BY DATE

Site Plan Review		**Fill In Applicable Fees**
1 acre or less	$1,250.00	_____
Each additional acre or fraction thereof	$ 650.00/acre	_____
Amendments to Site Plans	$1,200.00	_____
Request for Relief of / Change to Conditions of Site Plan Approval	$1,200.00	_____
Request for Extension of Site Plan Approval	$ 450.00	_____
Stormwater Pollution Prevention Plan		
1 - 4.99 Acres	$ 500.00	_____
5 - 10 Acres	$ 750.00	_____
>10 Acres	$1,000.00	_____
Affidavit Fee for Public Hearing	$ 15.00	_____
	TOTAL FEE:	$_____

To Be Completed By Applicant

Petitioner:

Name: Benderson Development Company, LLC

Address: 570 Delaware Avenue

Buffalo , New York 14202

city state zip code

Phone: 716-878-9626 Fax: _____

E Mail: _____

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

MAJOR SITE PLAN APPLICATION (con't) ***Page 2***

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:

E Mail: jmb@benderson.com

Project Location (must be verified by Town Assessor's Office):

Address: 6000 - 6040 North Bailey Avenue

SBL No(s): 54.14-1-12.211, 54.14-1-12.211/A, 54.14-1-12.211/B

Project Name: Two Building additions 5,441sf & 14,554sf

Project Description: Please see the attached letter of intent

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

If this petition is an amendment to a previously approved site plan, please describe the proposed changes (include type and size of existing structures and number of existing parking spaces):

Please see the attached letter of intent

	existing	proposed	total
Gross Floor Area (non-residential):	246,740	266,735	+19,995
Gross Floor Area Residential:	N/A	N/A	N/A
Number of Residential Units:	N/A	N/A	N/A
Number of Parking Spaces:	452	688	+236

Acreage of Parcel: 17.43

(list each parcel separately)

Frontage on Public Roads: Romney: 945'

(list each road separately) N. Bailey: 445.6'

Existing Zoning District(s) R-D

Current Planning/Application Forms 2019/Major Site Plan Application Form 2019
REVISED February 2021

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

Site Plan Submittal Requirements and Checklist

The following checklist outlines the information required by the Planning Department to accept a Site Plan application for review. ***It is strongly recommended that you make an appointment with Planning Staff to determine which items apply to your application***.

Item No.	Item	Submitted	Official use
I	**Basic Drawing Information**		
1.0	**Drawing size not to exceed 24" x 36"**		
2.0	**Title of Drawing**		
3.0	**Name and address of Applicant**		
4.0	**Name of person preparing drawing**		
5.0	**Wet seal/raised seal and signature of NYS licensed architect, engineer, landscape architect, or surveyor (as applicable)**		
6.0	**Project address**		
7.0	**Zoning of subject property and adjacent parcels**		
8.0	**North point, scale, date, and revision date(s)**		
9.0	**4" x 6" reserved area in lower right hand corner for official Town use**		
II	**Structures, Paved Areas, & Open Space**		
1.0	**Existing and Proposed Streets**		
1.1	Names of all existing and proposed streets		
1.2	Width and radii of proposed curb-cuts		
1.3	Existing curb-cuts on adjacent and opposite properties		
1.4	Show ROW width, pavement dimensions, lane widths, pavement markings, and proposed signage on proposed streets		
1.5	Show proposed ROW consistent with planned NYSDOT, Erie County, or Town road projects (if applicable)		
1.6	Show location of proposed cross access to adjacent parcels along with a draft easement		
1.7	Designation of Fire Lanes (if applicable)		
1.8	Fire apparatus access roads		
1.9	Label any proposed roads as public or private		
1.10	Location and dimensions of sidewalks		
1.11	Typical cross sections and profiles of proposed streets, pedestrian walkways, and bikeways		
2.0	**Proposed Structures**		
2.1	Location and complete dimensions of proposed structures		
2.2	Setback dimensions of structure(s) to all property lines		
2.3	Proposed use of structures		
2.4	Gross square feet area of each structure		
2.5	Location of all building entrances		
2.6	Indicate type of roof construction/materials		
2.7	Location, height, and design detail of existing and proposed fences and walls		
2.8	Location of light standards and building mounted lights		
2.9	Location of dumpster and detail of dumpster enclosure with gate		
2.10	Layout and dimensions of the lot(s) proposed for development		

Town of Amherst Planning Department 5583 Main Street Williamsville-NY-14221
(716) 631-7051- Fax: (716) 631-7153

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

Item No.	Item	Submitted	Official use
II Structures, Paved Areas, & Open Space (cont'd)			
3.0	**Floor Plans with individual rooms and spaces labeled** (fully dimensioned)		
4.0	**Building elevations with height dimensions from finished grade to the highest point of the roof and to midpoint of gable or hip of a pitched roof.** (fully dimensioned)		
4.1	Show screening of mechanical equipment		
5.0	**Parking/Loading/Stacking Areas**		
5.1	Location and complete dimensions of all paved areas		
5.2	Setback dimensions of all paved areas to property lines		
5.3	Dimension of typical parking space and drive aisles		
5.4	Location and layout of handicapped parking spaces & access aisles		
5.5	Detail of vertical signage for handicapped parking and access aisles		
5.6	Indicate minimum parking requirement & number of spaces provided		
5.7	Proposed signage for directing and guiding traffic		
5.8	Curb cut permits from NYS, Erie County, or Town (if applicable)		
5.9	Pedestrian connections (from proposed structures to public sidewalk network)		
6.0	**Location and proposed development of all open spaces, including parks, playgrounds, and open reservations**		
III Utilities and Drainage			
1.0	**Engineers Report** (bound separately from the Stormwater Pollution Prevention Plan [SWPPP])		
1.1	Stamped/sealed and signed by NYS licensed architect or professional engineer		
1.2	Proposed water service sizing, RPZ pressure and fire safety flow and pressure calculations		
1.3	Proposed sanitary sewer facility load calculations (avg. & peak flows) including calculation of the peaking factor		
1.4	Proposed storm drainage facility calculations (see information included with this application)		
2.0	**Grading Plan**		
2.1	Existing and proposed grades indicated (proposed grades may not exceed 1 on 3)		
3.0	**Water Service**		
3.1	Location, size and material of existing and proposed facilities		
3.2	Location of existing and proposed fire hydrant location(s)		
3.3	Indicate use of sprinklers, location of Fire Department connection, and proposed fire protection systems		
3.4	Existing and proposed meter/RPZ size and location		
3.5	Applicable construction details		
4.0	**Sanitary Sewers**		
4.1	Locations, sizes, slopes, inverts, and materials of all existing and proposed facilities		

Town of Amherst Planning Department 5583 Main Street Williamsville-NY-14221
(716) 631-7051- Fax: (716) 631-7153

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

Item No.		Submitted	Official use
III Utilities and Drainage (cont'd)			
4.2	Applicable construction details		
4.3	Proposed water/oil/grease interceptor sizing calculations by a professional engineer (if applicable)		
5.0	**Storm Drainage**		
5.1	Locations, sizes, slopes, inverts, and materials of existing and proposed storm drainage facilities		
5.2	Connection of roof drains to proposed drainage system		
5.3	Applicable Town Standard construction details		
5.4	Existing and proposed swales and ditches		
5.5	Detention area cross-section and high-level elevations		
5.6	County and State approval for tie-in to existing sewers		
6.0	**Stormwater Pollution Prevention Plan (SWPPP) as applicable** (bound separately from the Engineer's Report) **See attached checklist.**		
7.0	**Natural Gas Service**		
8.0	**Location of transformers, generators and other mechanical equipment; include detail drawings (if applicable)**		
9.0	**Downstream Sanitary Capacity Analysis (DSCA) Report** (must be submitted if proposed average flows are greater than 2,500 gallons per day)		
9.1	The DSCA Report must include a detailed downstream sewer capacity analysis and the calculations of and commitment to (via Developer commitment letter) the required financial contribution to the Town's I/I mitigation fund based on peak flow conditions. The contribution must be based on $250 per gallon per minute of mitigated flow		
IV Lighting Plan			
1.0	**Photometric plan showing light spread in foot candles at property lines**		
1.1	Detail of all light standards, including dimension of height from finished grade		
1.2	Detail of all exterior lighting fixtures		
V Landscape Plan			
1.0	**Wet/raised seal and signature of a licensed Landscape Architect**		
2.0	**Provide a calculation of the total Parking area and a calculation of interior parking area in square feet and as a percentage**		
3.0	**Indicate location, size, number and type of proposed landscape materials**		
4.0	**Indicate location, type and size of all existing trees 4" caliper or larger and indicate which will be removed or retained**		
VI Other Required Information/General Requirements			
1.0	**Complete boundary survey that includes all existing structures, acreage, legal description with reference to a property line, street, or other known feature, and easements plotted to scale by a NYS licensed land surveyor**		

Town of Amherst Planning Department 5583 Main Street Williamsville-NY-14221
(716) 631-7051- Fax: (716) 631-7153

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

Item No.		Submitted	Official Use
VI Other Required Information/General Requirements (cont'd)			
1.1	Copies of all easements, reciprocal access agreement or similar leag documents		
2.0	**Topographic Survey with a 30 ft. buffer outside all property lines by a NYS licensed land surveyor**		
3.0	**Draft of any deed restrictions, covenants, provisions for home associations and common ownership, and reciprocal easement agreements (as applicable).**		
4.0	**For assessment purposes, state intent to apply for condominium status (if applicable).**		
5.0	**Completed and signed Environmental Assessment Form**		
5.1	Soil boring report and geotechnical report prepared by a qualified Professional Engineer (if applicable)		
5.2	Traffic Impact Study (if applicable)		
5.3	Archaeological survey (if applicable		
5.4	Wetland Delineation report (if applicable)		
6.0	**Show existing zoning(s) of both the subject property and adjacent parcels on the Site Plan and the Landscape Plan**		
7.0	**Location of NYSDEC wetlands (including buffer area) and/or federal wetlands; indicate jurisdictional status**		
8.0	**Location of Floodway and floodplain** (if applicable)		
9.0	**Documentation pertaining to any conditions of zonings, including copies of required deed restrictions; indicate date of rezoning and the parcel address under which it was rezoned (if applicable)**		
10.0	**Documentation related to any required variances granted by the ZBA**		
11.0	**For residential site plans, provide a statement from the appropriate school district that adequate school sites and facilities are available.**		
12.0	**8 1/2" X 11" reduction of primary site plan drawing (see appendix "B" of application package for specifications)**		
13.0	**A CD containing a PDF of all site plan drawings (Must also be provided with revised drawings)**		
VII Additional Required Information for Projects in the Mixed Use Districts			
1.0	**Design Advisory Board Application**		
1.1	Required for Major Site Plan		
1.2	Required at the Planning Directors Discretion for Minor Site Plans		
2.0	**Block & Street Network Plan**		
2.1	Designation of Core, Local & Alley streets		
2.2	Dimensions of Blocks		
3.0	**Block Usage Plan (as applicable)**		
3.1	Designation of site usage for each block including open space areas		
4.0	**Phasing Plan**		

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

Town of Amherst Planning Department 5583 Main Street Williamsville-NY-14221
(716) 631-7051- Fax: (716) 631-7153

For official use only:

_____
Approved/Date

X:\Current_Planning\Application Forms 2013 Working Doc\Major Site Plan\Site Plan Submittal Requirements and Checklist (3).doc

Town of Amherst Planning Department 5583 Main Street Williamsville-NY-14221
(716) 631-7051- Fax: (716) 631-7153

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

TOWN OF AMHERST
State Environmental Quality Review
ENVIRONMENTAL ASSESSMENT FORM
-- ADDENDUM --

1. For each applicable category of proposed new structures, including additions to existing structures, provide the following information for all soil types on the project site (*according to Soil Survey of Erie County, NY; Table 11, Building Site Development, pp 294-305):*

Soil Name	Shallow excavations	Dwellings without basements	Dwellings with basements	Small commercial buildings	Local roads and streets

2. If the Soil survey indicates either "severe" or "moderate" suitability for the proposed types of construction, a geotechnical and hydrological analysis based on one test per 3.5 acres of project area must be provided (per Town Board resolution, 3/17/03, amended 6/16/03).

   _____ Geotechnical report attached _____ Not applicable

3. Is your property located: On Youngs Road between Dodge and Klein Roads? □ Yes □ No
   On Wehrle Dr. between Spindrift Dr. and Oakwood Rd? □ Yes □ No

   If so, the property may be within an area of the Town that is affected by a moratorium on connections to the sanitary sewer system.

4. Are there alternative locations on the site for this project? □ Yes □ No

5. Location and size of real property owned by petitioner within one (1) mile of subject proposal:
   _____
   _____

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_____
   Source: _____

8. Will blasting occur during construction? □ Yes □ No

9. Does the project propose to connect and be tributary to the public sanitary sewer system? □ Yes □ No

10. Proposed net additional gallons per day (gpd) of sanitary sewer discharge upon completion of project:
    _____ average flow _____ 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-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

BENDERSON DEVELOPMENT
570 DELAWARE AVENUE
BUFFALO, NY 14202
716.886.0211.P 716.886.2269.F

November 15, 2023

VIA HAND DELIVERY
Robert J. Gilmour., Chair
Members of the Planning Board
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Re: Application for Site Plan Approval
6000 – 6040 North Bailey Ave, Amherst, New York (BDC: 1723)

Dear Chair Gilmour and Members of the Planning Board:

In connection with the above-referenced property, Benderson Development Company, LLC and Delta Sonic Carwash Systems, Inc. is seeking to relocate its office from downtown Buffalo to Amherst. As part of this relocation, both companies are seeking to relocate approximately 250 employes to Amherst. In addition, Delta Sonic is proposing to locate its various warehouse locations in Western New York to the property which includes, research and development, warehousing, fabrication, and soap blending uses.

The Subject Property

As the Planning Board is aware, Amherst Development Park is a business park located in the Research and Development (RD) zoning district. It maintains frontage on North Bailey Ave. and Romney Road and is improved with five buildings. An aerial photograph of the property is attached as **Exhibit A**. To the north, across Romney Road, is the Boulevard, a large shopping center in the SC zoning district. To the west, abutting the Subject Property, is the Boulevard South, another shopping center in the SC zoning district. To the east, across N. Bailey Road will be another large development anchored by Costco and Dick's and located in the SC zoning district. To the south is an office building and the Boulevard towers, located within the CTR-5 and MFR-5 zoning districts, respectively. The properties located to the north, east and west of the Subject Property are all owned by Benderson Development.

The Proposed Project

In order to accommodate the new offices and the Delta Sonic warehouse, Benderson is proposing the following changes:

- A 5,441 s.f. building expansion to connect the existing 26,709 s.f. and 35,826 s.f. buildings located along Romney Road in the northwest corner of the Subject Property to accommodate the new offices.
- A 14,554 s.f. building expansion to connect the existing 34,632 s.f. and 59,591 s.f. buildings located along rear of the property in the southwest corner of the Subject Property to accommodate Delta Sonic's warehouse uses.
- The reconfiguration of the parking field along Romney Road to add an additional row of parking against Romney Road and the reconfiguration of the parking to the south to add an extra row of parking along the southern property line.

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

BENDERSON DEVELOPMENT
570 DELAWARE AVENUE
BUFFALO, NY 14202
716.886.0211.P 716.886.2269.F

- The reconfiguration of the area between the two buildings (office and warehouse) to add outdoor greenspace, patio area and parking, as well as to re-work the loading docks to the southerly building.
- Additional site, utility, landscaping, sidewalk and other enhancements in connection with the above-referenced changes.
- Upgrading of the building façade to accommodate the new development.

Conclusion

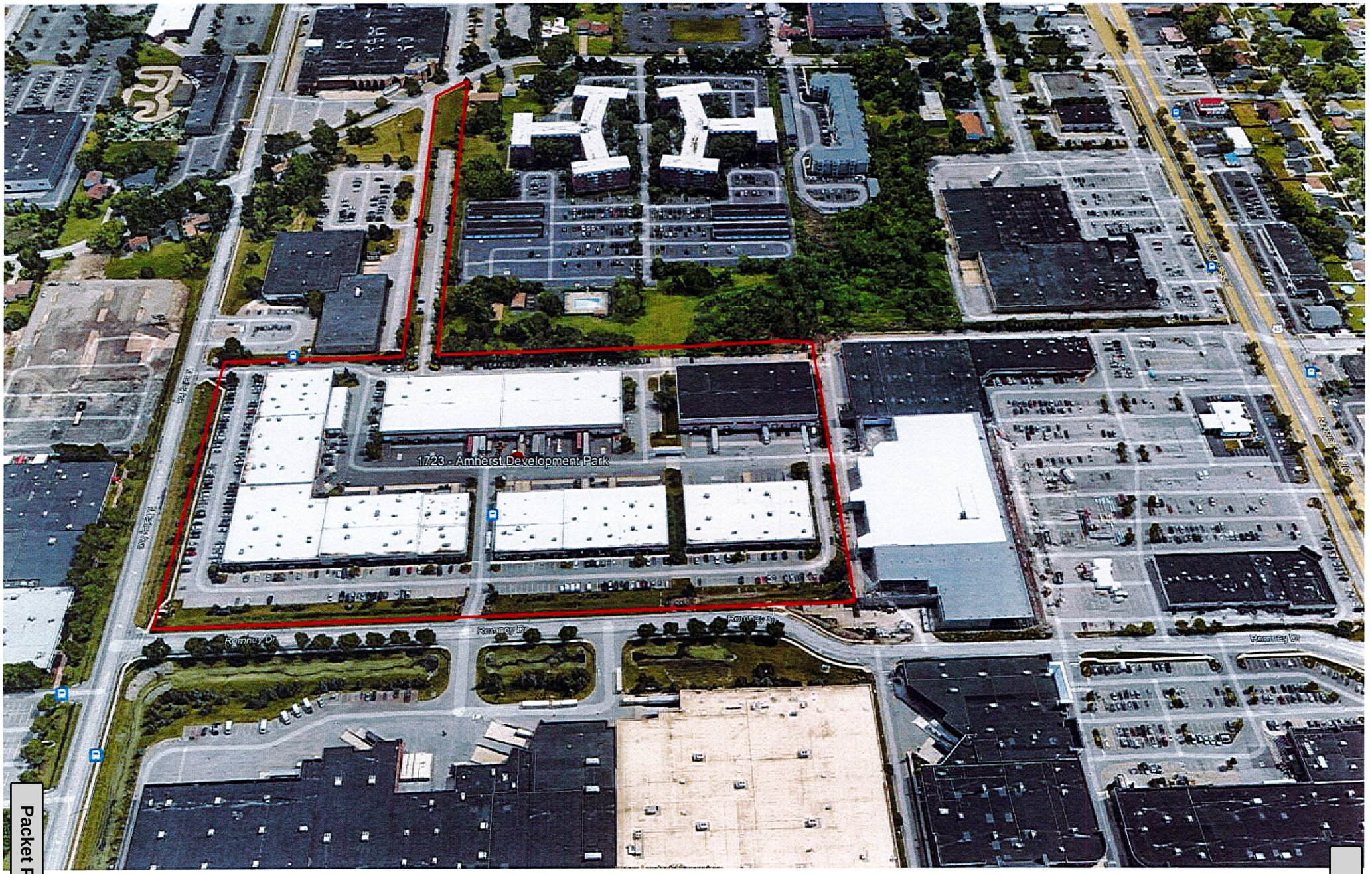
We look forward to working with the Town on this project. We believe this project represents a great development opportunity for this area that is consistent with the previous development of the property. If there are any questions regarding this letter or the enclosed documentation, please feel free to contact me at (716) 878-9626 or jamesboglioli@benderson.com.

Thank you,
BENDERSON DEVELOPMENT COMPANY, LLC
James A. Boglioli
James A. Boglioli, Esq.
Director, Right to Build – Northeast US

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

Exhibit A

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue


1723 - Amherst Development Park
Ramney Dr
Ramney Dr
Ramney Dr

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:
Proposed Rezoning

Project Location (describe, and attach a location map):
6040 North Bailey Ave, Town of Amherst, Erie County

Brief Description of Proposed Action:
The proposed action is a rezoning request for an existing 35,200 SF building to be rezoned from the existing RD District to GI District

Name of Applicant or Sponsor:	Telephone: 716-878-9626
Benderson Development Company, LLC	E-Mail: jamesboglioli@benderson.com

Address:
570 Delaware Ave

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:	☐	☐

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-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

	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-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

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: _____		

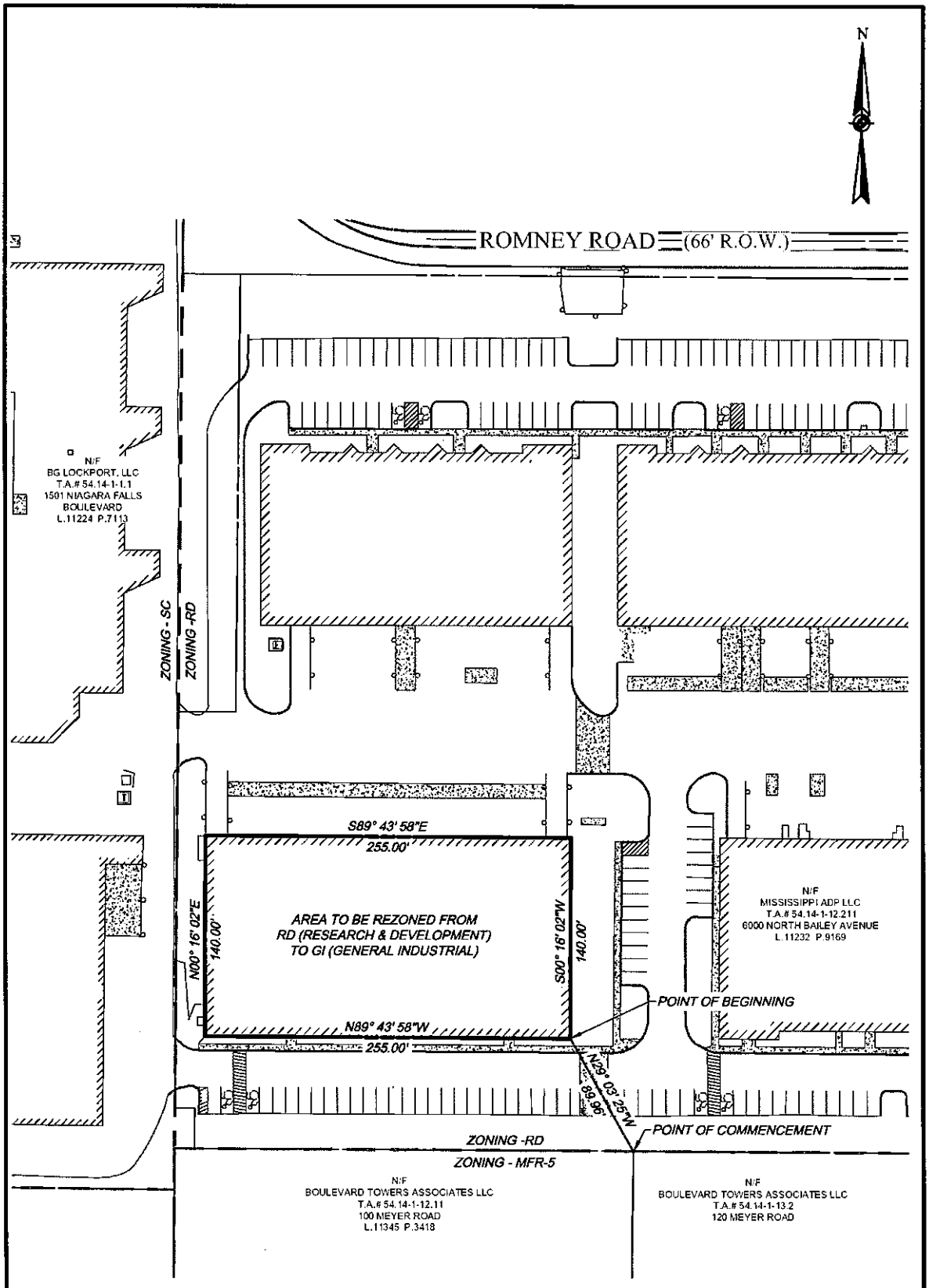
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: Matthew J. Oates, P.E. Date: 10/06/2023

Signature: _____ Title: Director, Engineering

PRINT FORM

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue



COPYRIGHT © 2023
COSTICH ENGINEERING, D.P.C.

COSTICH ENGINEERING

- CIVIL ENGINEERING
- LAND SURVEYING
- LANDSCAPE ARCHITECTURE

217 LAKE AVENUE
ROCHESTER, NY 14608
(585) 458-3020

REZONING MAP
PORTION OF PARCEL TO BE REZONED FROM RD TO GI

ADDRESS:		T.A.#
NORTH BAILEY AVENUE		54.14-1-12.211
TOWN:	COUNTY:	STATE:
AMHERST	ERIE	NEW YORK
SCALE:	DATE:	DWG. NUMBER
1"=80'	SEPTEMBER 2023	8084-VE110

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

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: October 13, 2023

SUBJECT: Request to Rezone 0.82±Acres of Land from **RD to GI**
Z--2023-09
Property Location: **6000-6020 North Bailey Avenue (Portion)**
Petitioner: **Benderson Development Company LLC**

Assessor's Office agrees with request

cc: James Boglioli, Benderson Development Company, 570 Delaware Ave., Buffalo, NY 14202

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

Amherst

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

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

MEMORANDUM

October 12, 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

RECEIVED
OCT 13 2023
TOWN OF AMHERST
BUILDING DEPT

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

SUBJECT: REQUEST TO REZONE 0.82± ACRES OF LAND FROM RD TO GI, **Z-2023-09**; PROPERTY LOCATED AT **6000-6020 NORTH BAILEY AVENUE (PORTION)**. BENDERSON DEVELOPMENT COMPANY LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: _____

General comments relative to your agency interests: none at this time

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

Please call the Planning Department if additional information is required (631-7051).

Signature: Doug Gesel **Date:** Oct 17, 23

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-09_(6000-6020_N_Bailey_Ave)_2023\Z-2023-09_Transmittal_101223.doc
cc: Scott Marshall, Principal Planner
Jeff Burroughs, Town Engineer
James Boglioli, Benderson Development Company, 570 Delaware Avenue, Buffalo, NY 14202

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

Amherst

Town of Amherst Planning Department — Erie County, New York

RECEIVED
OCT 17 2023
TOWN OF AMHERST
PLANNING DEPT.

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

MEMORANDUM

October 12, 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

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

SUBJECT: REQUEST TO REZONE 0.82± ACRES OF LAND FROM RD TO GI, **Z-2023-09**; PROPERTY LOCATED AT **6000-6020 NORTH BAILEY AVENUE (PORTION)**. BENDERSON DEVELOPMENT COMPANY LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: _____

General comments relative to your agency interests: No comments

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:** 10/13/23

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-09_(6000-6020_N_Bailey_Ave)_2023\Z-2023-09_Transmittal_101223.doc
cc: Scott Marshall, Principal Planner
Jeff Burroughs, Town Engineer
James Boglioli, Benderson Development Company, 570 Delaware Avenue, Buffalo, NY 14202

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

Amherst

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

RECEIVED
NOV 03 2023
TOWN OF AMHERST
PLANNING DEPT.

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

MEMORANDUM

October 12, 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

RECEIVED
OCT 13 2023
TOWN OF AMHERST
BUILDING DEPT

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

SUBJECT: REQUEST TO REZONE 0.82± ACRES OF LAND FROM RD TO GI, **Z-2023-09**; PROPERTY LOCATED AT **6000-6020 NORTH BAILEY AVENUE (PORTION)**. BENDERSON DEVELOPMENT COMPANY LLC, 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: Kristin B Halt **Date:** 11/2/23

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-09_(6000-6020_N_Bailey_Ave)_2023\Z-2023-09_Transmittal_101223.doc

cc: Scott Marshall, Principal Planner
Jeff Burroughs, Town Engineer
James Boglioli, Benderson Development Company, 570 Delaware Avenue, Buffalo, NY 14202

5583 Main Street • Williamsville • New York • 14221 • (716) 631-7051 • Fax (716) 631-7153

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

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

OCT 12 2023
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

October 12, 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

RECEIVED
OCT 13 2023
TOWN ATTORNE

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

SUBJECT: REQUEST TO REZONE 0.82± ACRES OF LAND FROM RD TO GI, **Z-2023-09**; PROPERTY LOCATED AT **6000-6020 NORTH BAILEY AVENUE (PORTION)**. BENDERSON DEVELOPMENT COMPANY LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? _____.

If you do not, briefly state why: _____

_____.

General comments relative to your agency interests: no concerns relative to right-of-way agency.

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

_____

_____

_____.

Please call the Planning Department if additional information is required (631-7051).

Signature: Nora B Robshaw **Date:** 10/16/23

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-09_(6000-6020_N_Bailey_Ave)_2023\Z-2023-09_Transmittal_101223.doc
cc: Scott Marshall, Principal Planner
Jeff Burroughs, Town Engineer
James Boglioli, Benderson Development Company, 570 Delaware Avenue, Buffalo, NY 14202

Attachment: Z-2023-09_TB_Packet_052824 (RES-2024-465 : Adoption of Local Law to Amend the Zoning Map (6000-6020 Bailey Avenue

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 29108 **RESOLUTION 2024-502** **ADOPTED**

SEQR Determination 2280 Wehrle Drive, Z-2024-01

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 2280 Wehrle Drive and has identified the areas of environmental concern, thoroughly analyzed them for significant adverse impact, including any concerns and/or recommendations from other agencies, and be it further

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

6/10/2024
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 4-0.

FINANCIAL IMPACT:

None

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

D R A F T
(June 10, 2024)

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Town Board

Project: Z-2024-01

Address: 5583 Main Street
Williamsville, NY 14221
(716) 631-7051

Date: June 10, 2024

This notice is issued pursuant to Part 617 and Local Law #3-82, as amended, of the implementing regulations pertaining to Article 8 (State Environmental Quality Review) of the Environmental Conservation Law.

The Lead Agency has determined that the proposed action described below will not have a significant adverse effect on the environment.

Title of Action: Rezoning Request.

SEQR Status: Unlisted action.

Description of Action: Rezoning of 0.41± acres of land from Residential District Three (R-3) to Multi-Family Residential District Four-A (MFR-4A) to allow for construction of a four (4) unit, two (2) story apartment building.

Location: 2280 Wehrle Drive, Town of Amherst, Erie County, New York

Petitioner: Michael Keller

Attachment: Z-2024-01_TB_Neg_Dec_061024 (RES-2024-502 : SEQR Determination - 2280 Wehrle Drive Rezoning)

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 0.41± acres of land from Residential District Three (R-3) to Multi-Family Residential District Four-A (MFR-4A) for a proposed multi-family apartment building will not have a significant impact on the environment, as follows:

1. The project is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems. The Town Engineering Department shall review any application for future development on the parcel to ensure that there is no substantial adverse impact to the aforementioned.

2. The project will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources. A Landscape/Tree preservation Plan shall be required of the applicant upon submittal of a site plan application for development of the site at which stage all landscape requirements of the Zoning Ordinance will be met.

3. The project is not expected to create any material conflict with the Town Comprehensive Plan. The project will comply with all regulations of the Town Zoning Ordinance before final site plan approval is granted. The Town Building Department on February 26, 2024 reviewed the application and EAF submitted on February 22, 2024, and has no objection or comments on the proposed rezoning.

4. The project is within an area identified by the State as potentially containing significant cultural or archeological resources, nor will it impair the character or quality of important historical resources. The NYS Office of Parks, Recreation, Historic Preservation shall review any proposed development and will determine if there will be an impact on these 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 Residential District Three (R-3) to Multi-Family Residential District Four-A (MFR-4A). Neighboring uses are Professional Offices and zoned Office Building District (OB) and single family homes zoned R-3; therefore, the project is consistent with surrounding land use.

Attachment: Z-2024-01_TB_Neg_Dec_061024 (RES-2024-502 : SEQR Determination - 2280 Wehrle Drive Rezoning)

6. The proposed rezoning to Multi-Family Residential District Four-A (MFR-4A) for a proposed four (4) unit, two (2) story apartment building will not cause a major change in the use of either the quantity or type of energy.

7. The rezoning to Multi-Family Residential District Four-A (MFR-4A) for a proposed four (4) unit two (2) story apartment building will not create any hazard to human health. The Fire Chief's Association shall review any development proposal and supporting documentation and provide comment at that time.

8. The rezoning to Multi-Family Residential District Four-A (MFR-4A) 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 four (4) unit, two (2) story apartment building consisting of four (4) units will be consistent with the scale of surrounding land uses.

9. The rezoning to Multi-Family Residential District Four-A (MFR-4A) for the proposed four (4) unit, two (2) story apartment building consisting of four (4) units will not significantly increase the number of people using the site over its previous level of use.

10. Review by the Town Traffic/Safety Board on February 20, 2024**,** Erie County Dept. of Public Works –Highways Division on February 23, 2024, indicate that significant negative traffic impacts are not expected to result from the proposed project.

11. Coordinated reviews of the project have been undertaken by Town Departments including Building on February 20, 2024, Traffic/Safety Board on February 20, 2024, Assessor on February 22, 2024, and Right-of-Way Agent on February 20, 2024 along with outside agencies including Erie County Department of Environment & Planning on February 22, 2024**.** 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.

_____ _____

Signature & title of preparer date

_____ _____

Brian J. Kulpa, Supervisor date

Attachment: Z-2024-01_TB_Neg_Dec_061024 (RES-2024-502 : SEQR Determination - 2280 Wehrle Drive Rezoning)

SM/JQ/bf
X:\Current_Planning\Files\Rezonings\2024\Z-2024-01_(2280_Wehrle_Dr)_2024\Z-2024-01_TB_Neg_Dec_061024.docx
cc: Amherst Town Clerk
Amherst Building Department
ECDEP
Michael Keller, 5391 Thompson Road, Clarence, NY 14031
Jeff Palumbo, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2024-01_TB_Neg_Dec_061024 (RES-2024-502 : SEQR Determination - 2280 Wehrle Drive Rezoning)

LOCAL LAW NO. _____ -201_

TOWN OF AMHERST
COUNTY OF ERIE, STATE OF NEW YORK

A LOCAL LAW AMENDING CHAPTER 203 OF THE TOWN OF AMHERST CODE, KNOWN AS THE ZONING ORDINANCE, TO REZONE 2280 WEHRLE DRIVE FROM RESIDENTIAL DISTRICT THREE (R3) TO MULTI-FAMILY RESIDENTIAL DISTRICT FOUR-A (MFR-4A) AND TO AMEND THE ZONING MAP ACCORDINGLY.

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

Section 1. Title.

This Local Law shall be referred to as, "A Local Law Amending Chapter 203 of Town of Amherst Code, Known As The Zoning Ordinance, to Rezone 2280 Wehrle Drive from OB to MFR 4A and to Amend The Zoning Map Accordingly."

Section 2. Legislative Findings and Intent.

The Town Board of the Town of Amherst finds that an application to rezone 2280 Wehrle Drive (address) from Office Building to MFR 4A zoning has been filed and is in proper order. The Town Board further finds that the rezoning is consistent with the Comprehensive Plan.

Section 3. Amherst Zoning Map.

The Town Board hereby amends its zoning map which is incorporated by reference in the Town zoning code by amending from Office Building to MFR 4A the zoning of 2280 Wehrle Drive, **subject to any conditions imposed by the authorizing resolution;** legally described as follows:

All That Tract or Parcel of Land, situate in the Town of Amherst, County of Erie, State of New York, being part of Lot No. 105, Township 12, Range 7 of tbe Holland Land Company's Survey, and according to a map filed in the Erie County Clerk's Office under Map Cover number 2059 is known as subdivision Lot number 62.

EXCEPTING lands conveyed to the County of Erie for highway purposes filed in the Erie County Clerk's office in Liber 6414 at Page 25.

Attachment: Z-2024-01 Draft Local Law_043024 (RES-2024-502 : SEQR Determination - 2280 Wehrle Drive Rezoning)

Section 4. Validity.

This Local Law is adopted under the authority granted to the Town Board of the Town of Amherst pursuant to §§10(1)(ii)(a)(12), 20 and 27 of the Municipal Home Rule Law and §265 of the Town Law of the State of New York.

Attachment: Z-2024-01 Draft Local Law_043024 (RES-2024-502 : SEQR Determination - 2280 Wehrle Drive Rezoning)

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

Section 5. Effective Date.

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

Francine Spoth
Town Clerk
Town of Amherst
County of Erie, State of New York

X:/Current_Planning/Files/Rezoning/Forms/Local Law (Master).doc

Attachment: Z-2024-01 Draft Local Law_043024 (RES-2024-502 : SEQR Determination - 2280 Wehrle Drive Rezoning)

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 29020 **RESOLUTION 2024-466** **ADOPTED**

Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01)

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 April 18, 2024 that the proposed rezoning of 0.41± acres of land from Residential District Three (R-3) to Multi-Family Residential District Four-A (MFR-4A) at 2280 Wehrle Drive is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

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

5/28/2024
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 7:45 PM.

Pierce Young, Esq. presented.

The following speaker addressed the Town Board:
Jina Gentry, 65 Bissell Dr

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the June 10th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:52 PM.

6/10/2024
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 4-0.

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Daniel J. Ulatowski, A
Assistant Planning Di

Town Board Agenda of May 28, 2024

May 20, 2024

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

Subject: Request to Rezone 0.41± acres of land from Residential District Three (R-3) to Multi-Family Residential District Four-A (MFR-4A), Z-2024-01; property located at 2280 Wehrle Drive.

Honorable Members:

The subject property is a 0.41± acre generally rectangular shaped parcel of land located on the northeast corner of Wehrle Drive and South Ridge Court. The requested zoning area has 96.26± feet of frontage on Wehrle Drive, and 204.06± feet of frontage on South Ridge Court with a depth of 157± feet along the west property line. Wehrle Drive is designated as a minor arterial and South Ridge Court a local street in the Town of Amherst Bicentennial Comprehensive plan.

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

The purpose of this request is to allow the petitioner to potentially develop the site as a four (4) unit, two (2) story apartment building with two (2) driveways onto Ridge Court South.

The subject sites were designated Commercial-Office on Figure 6 with the adoption of the Bicentennial Comprehensive Plan on January 2, 2007 and amended on September 3, 2019.

BCPA-2023-03:
Request to Amend the Bicentennial Comprehensive Plan for 0.42± acres of land from Commercial-Office to Mixed Residential. *Approved by the Town Board on February 5, 2024*

The subject sites were zoned Residential District Three (R-3) district with the adoption of the Town wide Zoning Map & Ordinance on January 19, 1976. There is no additional history of previous rezoning requests on the subject properties.

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

There is no history of site plans for the property located at 2280 Wehrle Drive.

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

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

The subject request is consistent with the Town of Amherst Bicentennial Comprehensive plan as follows;

- Chapter 2 Section 2.2 Vision Statement and 2.3 Key Initiatives
- Figure 6 in the Town of Amherst Bicentennial Comprehensive plan depicts Commercial/Mixed-Use for the subject parcels
- Chapters 5-7 Economic Development, Transportation, and Infrastructure
- Chapter 8 Housing and Neighborhoods, Section 8-3 to encourage higher density residential uses in mixed-use developments and other appropriate locations
- Chapter 9 Community Facilities and Services

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

The proposed rezoning is consistent with Section 1-2-2K of the Zoning Ordinance which seeks to guide future development of the Town to bring about the gradual conformity of land and building uses in accordance with the objectives of the Comprehensive Plan.

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

The request is consistent and compatible with the surrounding Residential Three District (R-3), Office Building District (OB) and Research and Development District (RD) zoning. The request is compatible with the surrounding office structures and detached single family homes.

ADEQUATE SERVICES AND UTILITIES

All services and utilities necessary for the proposed rezoning are available and adequate at the subject location. This is an Unlisted action, and an environmental assessment consistent with SEQR has been prepared for the subject proposal. The subject sites are located within an area identified as having potentially archaeological significant sites or that are eligible for National or State register of historic places, we await a determination from the New York State Office of Recreation Parks and Historic Preservation on any potential impact to these resources as a result of the project.

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

Honorable Town Board

Rezone 0.41± acres of land from R-3 to MFR-4A
property located at 2280 Wehrle Drive
Agenda of May 28, 2024

RECOMMENDATION

The Planning Board at their meeting of April 18, 2024 held a public hearing on the subject rezoning request and recommended that the Town Board find that pursuant to Local Law #3-82, as amended, the requirements of SEQR have been completed and that the subject request will not have a significant adverse effect on the environment. The Planning Board also recommended that the subject rezoning request be approved with the no conditions.

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/SM/ac
Att.
X:\Current_Planning\Files\Rezonings\2024\Z-2024-01_(2280_Wehrle_Dr)_2024\Z-2024-01_Town_Board_Letter_052824.docx
cc: Martin Polowy, Town Attorney

Planning Board Approval April 18, 2024
Ayes 7; Noes 0

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2024-01

PETITIONER

Michael Keller
5391 Thompson Road
Clarence, NY 14031

PROPERTY LOCATION

2280 Wehrle Drive

APR 22 2024 PM12

WHEREAS the Town of Amherst Planning Board on Thursday, April 18, 2024 held a public hearing on the proposed rezoning of land from Residential District Three (R-3) to Multi-family Residential District Four-A (MFR-4A), 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 Mixed Residential use in this area of the Town.

C. The proposal is consistent with Section 3.3.1, "Mixed Residential" and is located in a transition from commercial uses to lower density single-family housing.

D. There are adequate services and utilities available or proposed to be made available in the construction of the development.

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

F. The subject property is suitable for uses permitted by the current versus the proposed district.

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

H. Review by the US Army Corps of Engineers under Section 404 of the Clean Water Act may be waived because the parcel is a cleared vacant lot, maintained as lawn/ open field.

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2024-01

PETITIONER

Michael Keller

PROPERTY LOCATION

2280 Wehrle Drive

APR 22 2024 PM12

WHEREAS pursuant to Local Law #3-82, as amended, the Planning Board recommends that the Town Board determine that the requirements of SEQR are complete and that the subject proposal is not expected to have a significant adverse effect on the environment.

NOW THEREFORE BE IT RESOLVED that the Planning Board recommends to the Town Board in accordance with Section 8-3-4 of the Zoning Ordinance, that the rezoning request be approved.

The foregoing resolution was adopted by the Town of Amherst Planning Board, April 18, 2024; moved by Giuliani; seconded by Kahn; ayes 7; noes 0.

Michael J. Chmiel, Planning Board Chair

4/22/24
Date

JQ/ac
X:\Current_Planning\Files\Rezonings\2024\Z-2024-01_(2280_Wehrle_Dr)_2024\Z-2024-01_resolution_041824.doc
cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
Michael Keller, 5391 Thompson Road, Clarence, NY 14031
Jeff Palumbo, Esq., Block, Longo, LaMarca & Brzezinski, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

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-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

TO BE COMPLETED BY APPLICANT

1. **Petitioner:**

Name: Michael Keller

Address: 5391 Thompson Road

Clarence (City) NY (State) 14031 (Zip Code)

Phone: (716) 566-8853 Fax

E Mail: michael55@gmail.com

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

From: Office Building District

To: MFR 4A District

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

2280 Wehrle Drive, Amherst, NY 14221

SBL #: 81.12-3-16

4. **Area of land to be rezoned** (in acres): 0.41

5. **Owner of Land:**

Name: James O'Connell

Address: 81 Oakwood Drive

Amherst (City) NY (State) 14221 (Zip Code)

Phone: (716) 310-1100

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

Name: Jeffery D. Palumbo, As Attorney

Address: 9276 Main Street, Suite 3

Clarence (City) NY (State) 14031 (Zip Code)

Phone: (716) 308-7211 Fax

E Mail: jpalumbo@blockandlongo.com

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

7. Petitioner's interest in property

_____ Option to purchase
_____ Owner
__x__ Other (explain) Contingent Contract

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)
James O'Connell - Current Owner

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: The proposed development will include an attractive, high end four (4) unit luxury townhome style apartment structure. Each unit will be two (2) stories in height.

B. Rationale for rezoning request:

1. Why was this site chosen? The site was chosen because of its proximity to local amenities and flourishing neighborhood.

2. Why cannot land be used with the existing zoning? The site is currently zoned Commercial Office which is inconsistent with the nearby properties. The nearby properties on Wehrle Drive include mixed business and multi-family residential use.

3. How will this rezoning impact surrounding properties? The requested re-zoning would not adversely impact the surrounding properties. As mentioned above, the re-zoning would be more compatible with the surrounding properties.

4. How will this rezoning impact the school system? The proposed multi-unit structure will assist in increasing the current property tax of the property. This will provide additional funds for the local school district.

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

12. Quantitative Data:

A. Total # of dwelling units: Four (4)

B. Distribution of dwelling units by type: Luxury Townhome Style Apartments

C. Gross Residential Density per acre: 9.75

D. Total amount of Open Space: +/- 0.20

E. Proposed Non-Residential Floor Area: Not Applicable

13. Development Schedule:

Start: Summer 2024

Finish: Winter 2024

Stages (# of): One (1)

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

Owner occupied or rented.

15. Open Space ownership and maintenance provisions (if applicable):

Not Applicable

16. Basis for Findings (Sec. 8-3-5 of the Town Zoning Code) (Attach sheets and supplemental materials as necessary.)

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

1. State in detail why the proposed zoning is consistent with the adopted Town of Amherst Bicentennial Comprehensive Plan. Cite specific sections, maps, and/or figures in the Plan that support the proposed zoning at this location (The Comprehensive Plan document is available at the Planning Department, Town Clerk's Office, Amherst libraries, or at www.amherst.ny.us). Add sheets as needed.

   See attached Exhibit A

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

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 Exhibit A

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

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

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

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

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

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

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

17. The petitioner encloses herewith the sum of $ 1,265.00 to pay the fee, and consents to the placement of a sign(s) at the described location identifying this request for a period of time to be determined by the Town Clerk.

18. The undersigned certifies that all information required to be disclosed pursuant to Section 809 of the General Municipal Law (see below) is as follows:

The undersigned swears or affirms that all statements made herein are true, that all drawings submitted correctly show the situation involved in this petition.

[signature] as attorney
Signature of Petitioner

Subscribed and sworn to before me this 20th *day of* February, *20* 24

Notary Public, Erie County, New York Pierce V. Young

Pierce V. Young
Notary Public, State of New Y
Qualified in Erie County
My Commission Expires: March 2, 24

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-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

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

2280 Wehrle Drive - Michael Keller

Name of Action or Project:
2280 Wehrle Drive Townhomes

Project Location (describe, and attach a location map):
2280 Wehrle Drive - Corner of Ridge Court South

Brief Description of Proposed Action:
Four (4) two (2) story luxury townhome style apartments

Name of Applicant or Sponsor:	Telephone: (716) 566-8853
Michael Keller	E-Mail: michael55@gmail.com

Address:
5391 Thompson Road

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: Erie County Health Department/Amherst Planning Board	☐	☑

3. a. Total acreage of the site of the proposed action? 0.41 acres
   b. Total acreage to be physically disturbed? 0.41 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0.41 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: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

	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-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

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: Existing Storm Drainage System		
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: Jeffery D. Palumbo, As Attorney Date: 02/20/24

Signature: Title: Attorney

PRINT FORM

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

LOCAL LAW NO. _____-201_

TOWN OF AMHERST
COUNTY OF ERIE, STATE OF NEW YORK

A LOCAL LAW AMENDING CHAPTER 203 OF THE TOWN OF AMHERST CODE, KNOWN AS THE ZONING ORDINANCE, TO REZONE _____ FROM _____ TO _____ AND TO AMEND THE ZONING MAP ACCORDINGLY.
(address)

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

Section 1. Title.

This Local Law shall be referred to as, "A Local Law Amending Chapter 203 of Town of Amherst Code, Known As The Zoning Ordinance, to Rezone 2280 Wehrle Drive _____ from OB _____ to MFR 4A and to Amend The Zoning Map Accordingly."

Section 2. Legislative Findings and Intent.

The Town Board of the Town of Amherst finds that an application to rezone 2280 Wehrle Drive _____ from Office Building _____ to
(address)
MFR 4A _____ zoning has been filed and is in proper order. The Town Board further finds that the rezoning is consistent with the Comprehensive Plan.

Section 3. Amherst Zoning Map.

The Town Board hereby amends its zoning map which is incorporated by reference in the Town zoning code by amending from Office Building _____ to MFR 4A _____ the zoning of 2280 Wehrle Drive _____, **subject to any conditions imposed by the authorizing resolution**; legally described as follows:

Section 4. Validity.

This Local Law is adopted under the authority granted to the Town Board of the Town of Amherst pursuant to §§10(1)(ii)(a)(12), 20 and 27 of the Municipal Home Rule Law and §265 of the Town Law of the State of New York.

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

Section 5. Effective Date.

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

Francina Spoth
Town Clerk
Town of Amherst
County of Erie, State of New York

X:\Current_Planning\Files\Rezonings\Forms\Local Law (Master).doc

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

TOWN OF AMHERST PLANNING DEPARTMENT

SUBMITTAL OF REVISED SURVEY & LEGAL DESCRIPTION

For Official Use

File# _____
(SAME Z # AS ORIGINAL FILE)

Materials Checked by Building Dept. _____ RECEIVED BY _____ DATE _____

Materials Received by Planning Dept. _____ RECEIVED BY _____ DATE _____

Materials Accepted by Town Clerk _____ RECEIVED BY _____ DATE _____

TO BE COMPLETED BY APPLICANT

ONLY IF LEGAL DESCRIPTION HAS BEEN REVISED

1. **Petitioner:**

Name: Michael Keller

Address: 5391 Thompson Road

Clarence, NY 14031

City State Zip Code

Phone: (716) 566-8853 Fax: _____

E Mail michael55@gmail.com

2. **Street address of land to be rezoned:**

2280 Wehrle Drive

Amherst, NY 14221

3. **Submitted by:**

Name: Jeffery D. Palumbo, As Attorney

Address: 9276 Main Street, Suite 3, Clarence, NY 14031

Required Materials:

- ☑ Revised Survey and Legal Description
- ☑ Legal Description in the form of a Local Law
- ☑ Legal Description in a Microsoft Word Document

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

TOWN OF AMHERST
State Environmental Quality Review
ENVIRONMENTAL ASSESSMENT FORM
-- ADDENDUM --

1. For each applicable category of proposed new structures, including additions to existing structures, provide the following information for all soil types on the project site (*according to Soil Survey of Erie County, NY; Table 11, Building Site Development, pp 294-305):*

Soil Name	Shallow excavations	Dwellings without basements	Dwellings with basements	Small commercial buildings	Local roads and streets
Ovid Silt Lorm	Severe and wet	Severe and wet	Severe and wet	N/A	Severe and frost action
Ilion Silt Lorn	Severe and wet	Severe and wet	Severe and wet	N/A	Severe and frost action

2. 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.

3. Are there alternative locations on the site for this project? ☐ Yes ☑ No

4. Location and size of real property owned by petitioner within one (1) mile of subject proposal:
N/A

5. 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.)

6. Maximum number of vehicular trips to be generated per peak hour upon completion of project 8
Source: ITE Manual

7. Will blasting occur during construction? ☐ Yes ☑ No

8. Does the project propose to connect and be tributary to the public sanitary sewer system? ☑ Yes ☐ No

9. Proposed net additional gallons per day (gpd) of sanitary sewer discharge upon completion of project:
1,300 average flow 5,200 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.)

10. Based on the Town's *2011 Reconnaissance Level Survey of Historic Resources,* is your property 'blue-rated' for historic significance? ☐ Yes ☑ No

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

Exhibit A

Paragraph 16(A)(1): State in detail why the proposed zoning is consistent with the adopted Town of Amherst Bicentennial Comprehensive Plan. Cite specific sections, maps, and/or figures in the Plan that support the proposed zoning at this location.

The requested amendment to allow four (4) luxury townhouse style apartment units provides a diversity of choice of property units in the area. The Wehrle Drive corridor from Transit to Youngs is characterized by a combination of medical and other office buildings, commercial development, recreational facilities, and some residential development. In addition, it will serve to enhance the community character by investing in the revitalization of an area that has not seen new housing in some time. This is consistent with the Shared Direction as set forth in Section 2.2 of the Comprehensive Plan as it enhances the diverse economy of the Town, strengthening the tax base, and using infill development as set forth therein.

Regarding "Aesthetic/Community Character" as set forth in the Comprehensive Plan, the rezoning will only add to the renowned beauty, character, and environmental quality of the Town. A first-class townhome style development seeks to "raise the bar" by adding a new lifestyle choice in an underserved area.

The "Revitalization" section of the Comprehensive Plan will also be enhanced as this proposal injects new life and new investment into the Town by providing a diverse choice of living for "empty nesters," young professionals, or others seeking limited maintenance options.

This amendment is also consistent with the "Governance" section as the townhome style apartments do not introduce inconsistency or unfairness in zoning and land use.

Paragraph 16(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.

Paragraph 16(A)(3): State why the proposed zoning is consistent with intent and objectives (Sec. 1-2-2) of the Zoning Ordinance.

(A) To protect the character and values of residential, institutional, and public uses, business, commercial, and manufacturing uses and to insure their orderly and beneficial development.

The proposed rezoning is consistent with the objective of protecting the character and value of the existing land uses. The project adds a new, diverse housing option that will match the surrounding area and is an orderly and beneficial development.

(B) To provide adequate open spaces for light, air, and outdoor uses to include public, common and private open space areas.

The proposed rezoning is consistent with this objective.

(C) To prevent overcrowding of the land.

The proposed rezoning will not result in overcrowding of the land.

(D) To prevent excessive concentration of population and to prevent sparse and uncoordinated development.

The proposed rezoning will not cause excessive concentration of population and the project is a coordinated development effort.

(E) To regulate and control the location and spacing of buildings on the lot and in relation to the surrounding property generally consistent with the policies of the Comprehensive Plan.

Please see the answer to Paragraph 16(A)(1) above regarding consistency with the Comprehensive Plan.

(F) To protect persons and property from damage and injury due to fire or flood.

The project will not increase the likelihood of damage and injury due to fire or flood. The townhomes will be constructed in accordance with New York State Building Code including the fire and flood standards included therein.

(G) To preserve and protect significant natural features and vegetation, thereby preventing ecological damage and visual blight which occur when those features or vegetation are eliminated or substantially altered to serve development purposes only.

The proposed rezoning is consistent with this objective.

(H) To assure that structure and land use arrangements are aesthetically harmonious with nearby areas and structures.

The proposed rezoning will enhance the beauty and character of the area. The project calls for high end townhome style apartments that will match the sophistication of the surrounding buildings in a residential structure.

(I) To regulate the location of buildings and intensity of uses in relation to streets according to plans so as to cause the least interference with and be damaged least by traffic movements and hence result in lessened street congestion and improved public safety.

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

The project will have direct access to Wehrle Road, and no additional traffic congestion is anticipated.

(J) To establish zoning patterns that insure economical extensions for sewers, water supply, waste disposal and other public utilities, as well as development of recreation, schools, and other public facilities.

The property has access to sanitary sewers and water lines along with public utilities to service the project.

(K) To guide the future development of the town so as to bring about the gradual conformity of land, structures and uses generally consistent with the policies of the Comprehensive Plan.

Please see the answer to Paragraph 16(A)(1) above regarding consistency with the Comprehensive Plan.

(L) To accomplish the specific intents and goals set forth in the introduction to the respective sections.

The proposed rezoning is consistent with this objective.

(M) To protect the community from visual pollution resulting from the unregulated use of signs and other advertising devices.

The proposed rezoning will not result in pollution from the unregulated use of signs and other advertising devices.

(N) Based upon evaluation by the State of New York, the Town Board declares that the use of land for hydrofracking would endanger the health, safety, and general welfare of the community.

Not Applicable.

Paragraph 16(C): Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood.

The proposed rezoning adds diverse housing and investment to the established neighborhood and does so with a context sensitive architectural and site design. The current Commercial Office designation is unworkable in today's environment. There are a multitude of empty office buildings in the immediate area. The proposed rezoning seeks to have the property classified as Mixed Residential. Mixed Residential is appropriate for roads like Wehrle Drive and as a buffer to more traditional single-family neighborhoods. This project coincides with the Mixed Residential classification as defined in the Comprehensive Plan.

Paragraph 16(D): Suitability of the subject property for uses permitted by the current versus the proposed district.

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

The property is suitable for uses allowed under the Commercial Office designation and the proposed Mixed Residential classification.

Paragraph 16(E): Whether the proposed change tends to improve the balance of uses or meets a specific demand in the Town.

The proposed rezoning will have positive impacts on the balance of uses in the Town and meets a specific demand. The four (4) townhouse style apartment units will offer diversity of choice and provide much needed housing options in the area. Moreover, there will not be another empty office building in the immediate vicinity.

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

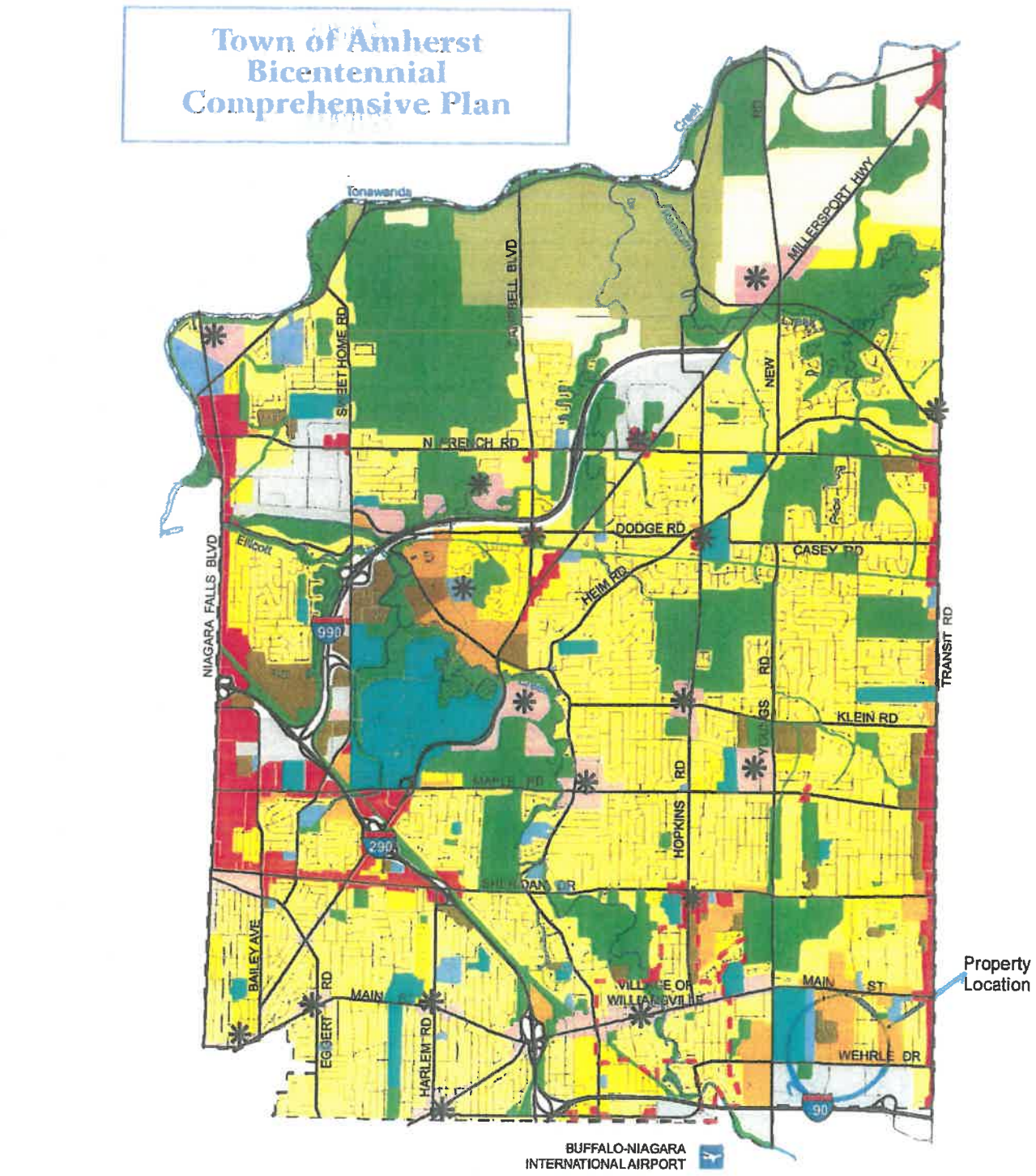
PRELIMINARY SITE PLAN

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

REQUESTED COMPREHENSIVE PLAN CHANGE

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))



Requested Classification

CONCEPTUAL LAND USE PLAN

FIGURE 6

- Rural Residential
- Single Family Residential
- Mixed Residential
- Medium Residential
- Commercial - Retail
- Commercial - Office
- Industrial - Office
- Mixed Use
- Community Facilities
- Educational Campus
- Recreation, Open Space & Greenways
- Agriculture
- Transportation
- Surface Water
- Mixed Use / Activity Centers
- Municipal Boundary
- Village of Williamsville Boundary

SOURCE NOTES:

Original Source Data Provided by the Town of Amherst Information Technology Department, URS Corporation and Wallace Roberts & Todd, LLC

Map Compiled by the Town of Amherst Planning Department

Date: March, 2009

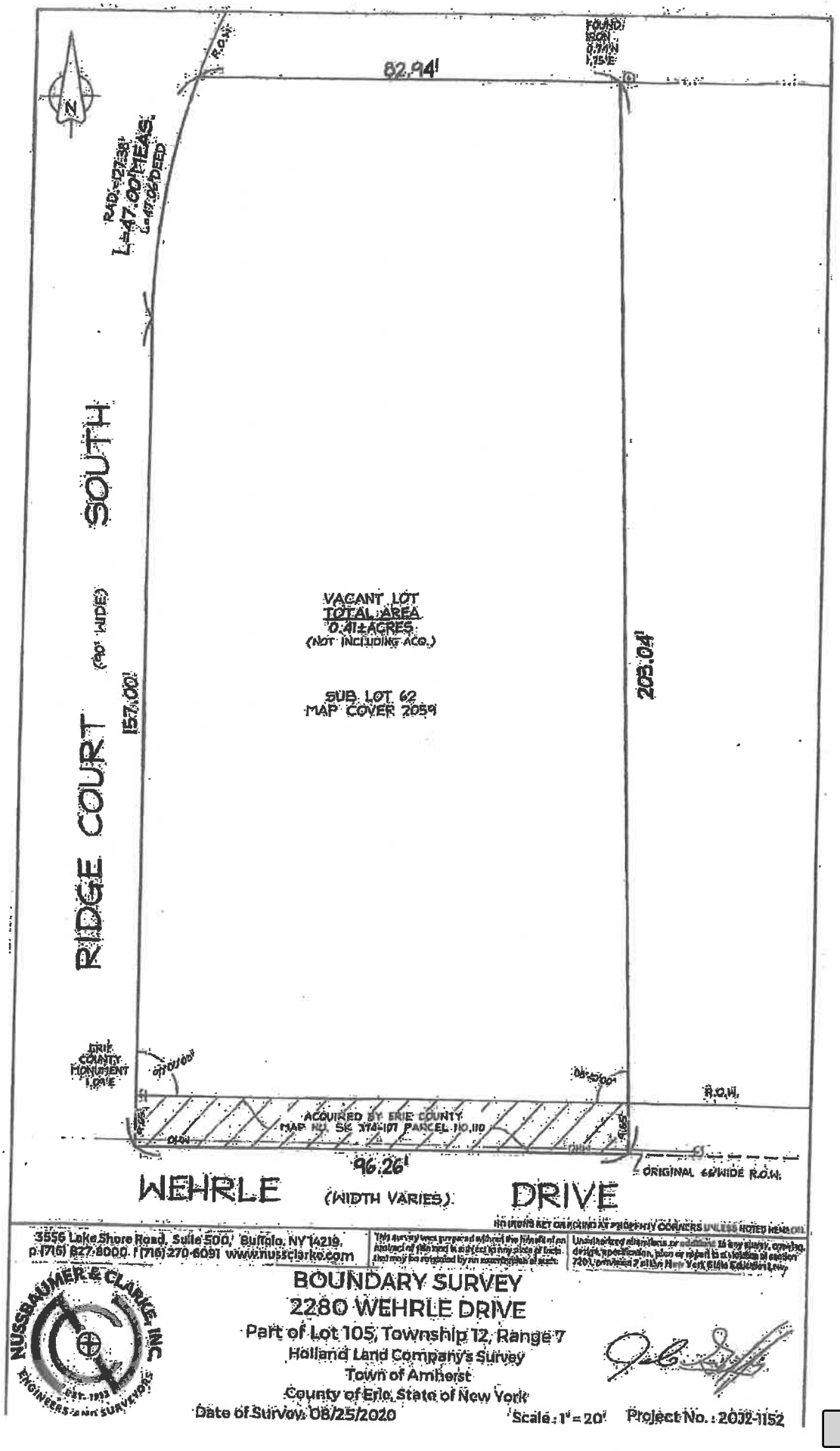
N

0 0.25 0.5 0.75 1 1.25
Miles

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

SURVEY & LEGAL DESCRIPTION

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))



Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

Suggested Legal Description:

All That Tract or Parcel of Land, situate in the Town of Amherst, County of Erie, State of New York, being part of Lot No. 105, Township 12, Range 7 of the Holland Land Company's Survey, and according to a map filed in the Erie County Clerk's Office under Map Cover number 2059 is known as subdivision Lot number 62.

EXCEPTING lands conveyed to the County of Erie for highway purposes filed in the Erie County Clerk's office in Liber 6414 at Page 25.

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

OWNER AUTHORIZATION

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

JUSTIN S. WHITE
ATTORNEY AT LAW
5662 MAIN STREET
WILLIAMSVILLE, NY 14221

Tel: (716) 631-9100
Fax: (716) 631-7546

e-mail: jsw@sbwattorneys.com

August 20, 2023

TO WHOM IT MAY CONCERN

Re: REZONING APPLICATION 2280 Wehrle Drive, Amherst, NY

Dear Sir/Madam:

On behalf of my client, Mr. James O'Donnell, Mr. Michael Keller is authorized to submit a rezoning application relative to the above property.

Mr. O'Donnell's address is 81 Oakwood Drive. Williamsville, NY. His telephone # is (716) 310-1100..

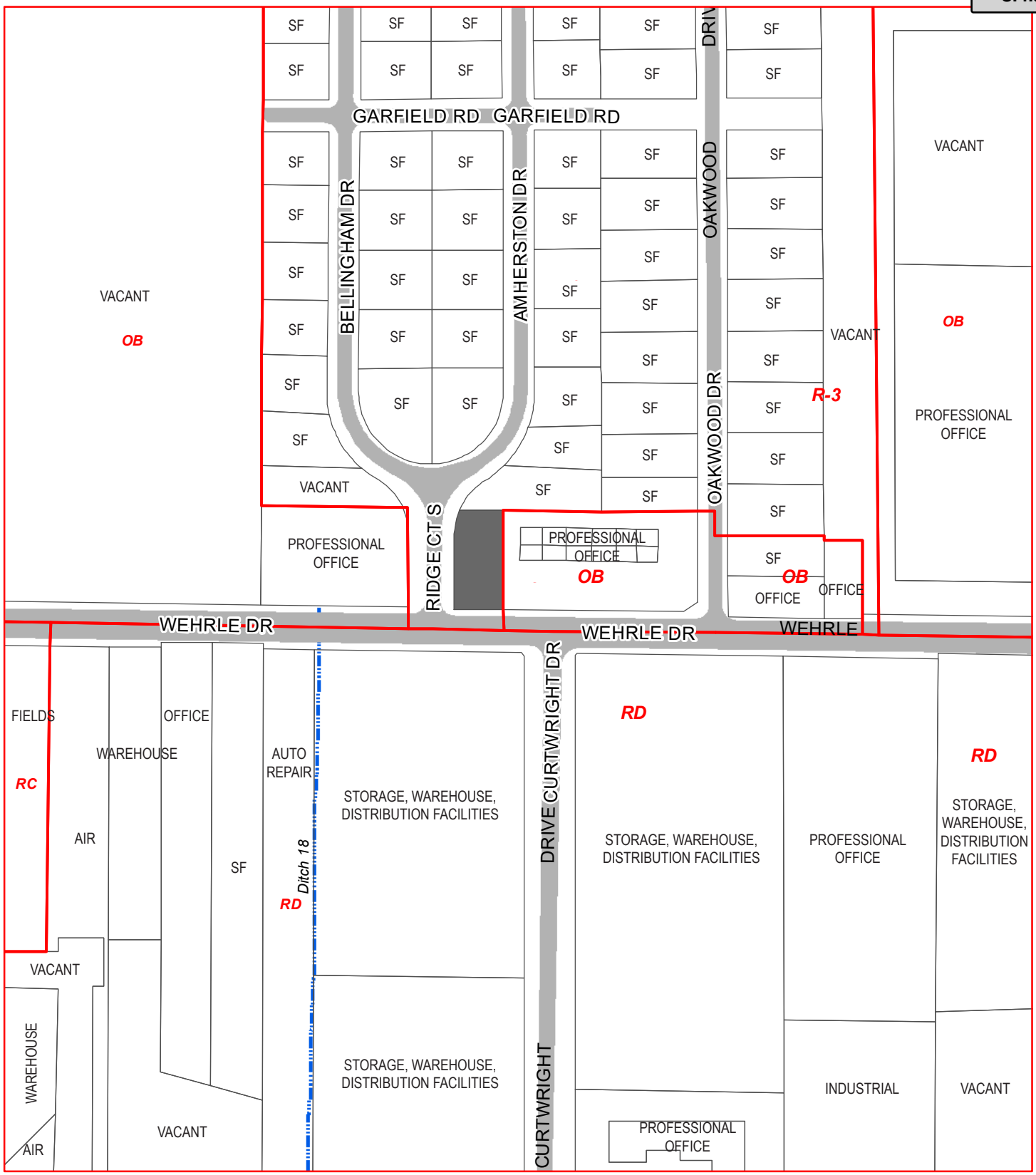
Thank you for your attention to this matter.

Very truly yours,

Justin S. White

JSW/ams
enclosure

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))



Z-2024-01

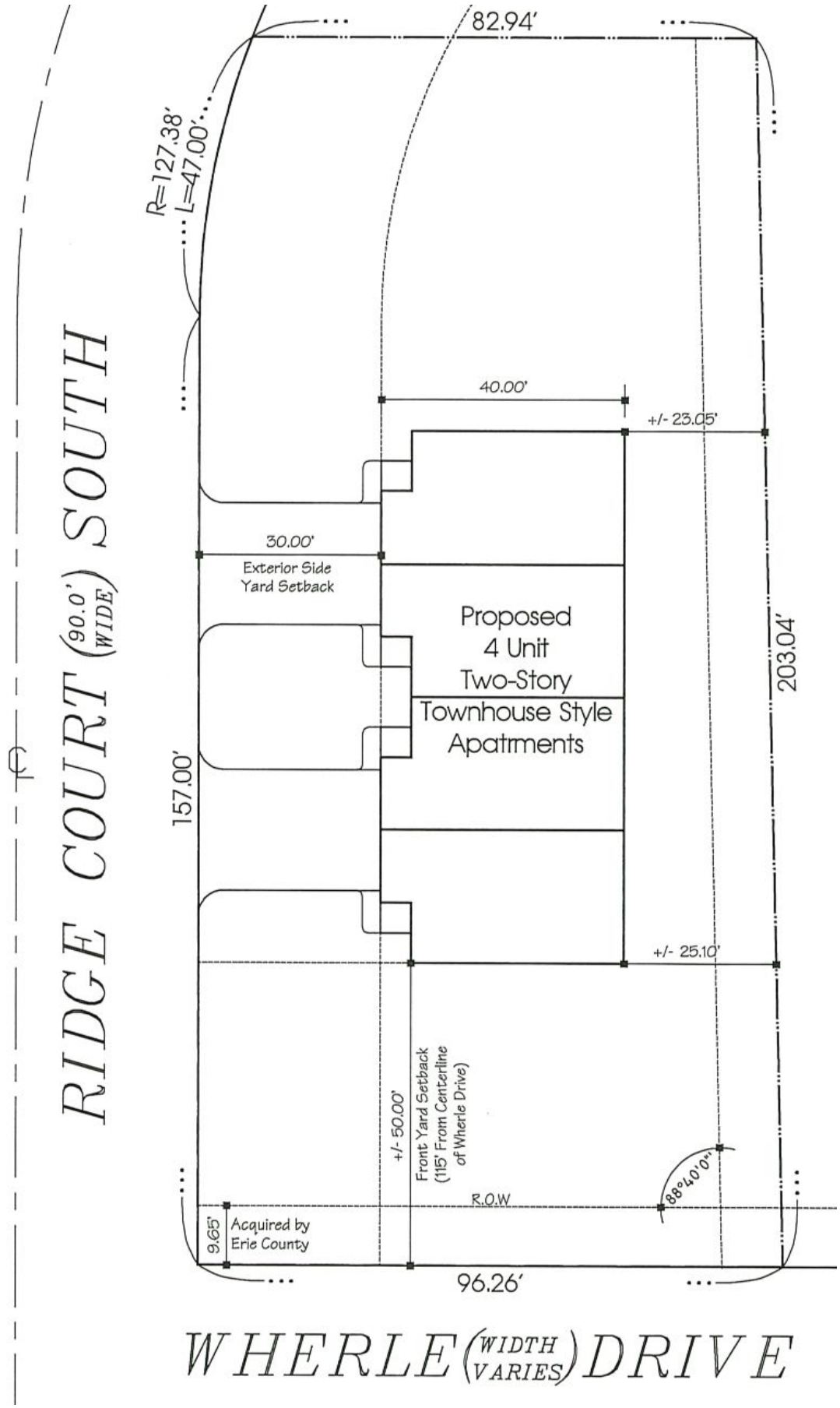
Request to Rezone 0.41+/- Acres of Land from R-3 to MFR-4A
Property Located at 2280 Wehrle Drive
Michael Keller, Petitioner

April 18, 2024

2280 Wehrle Drive

Prepared by the Town of Amherst Planning Department

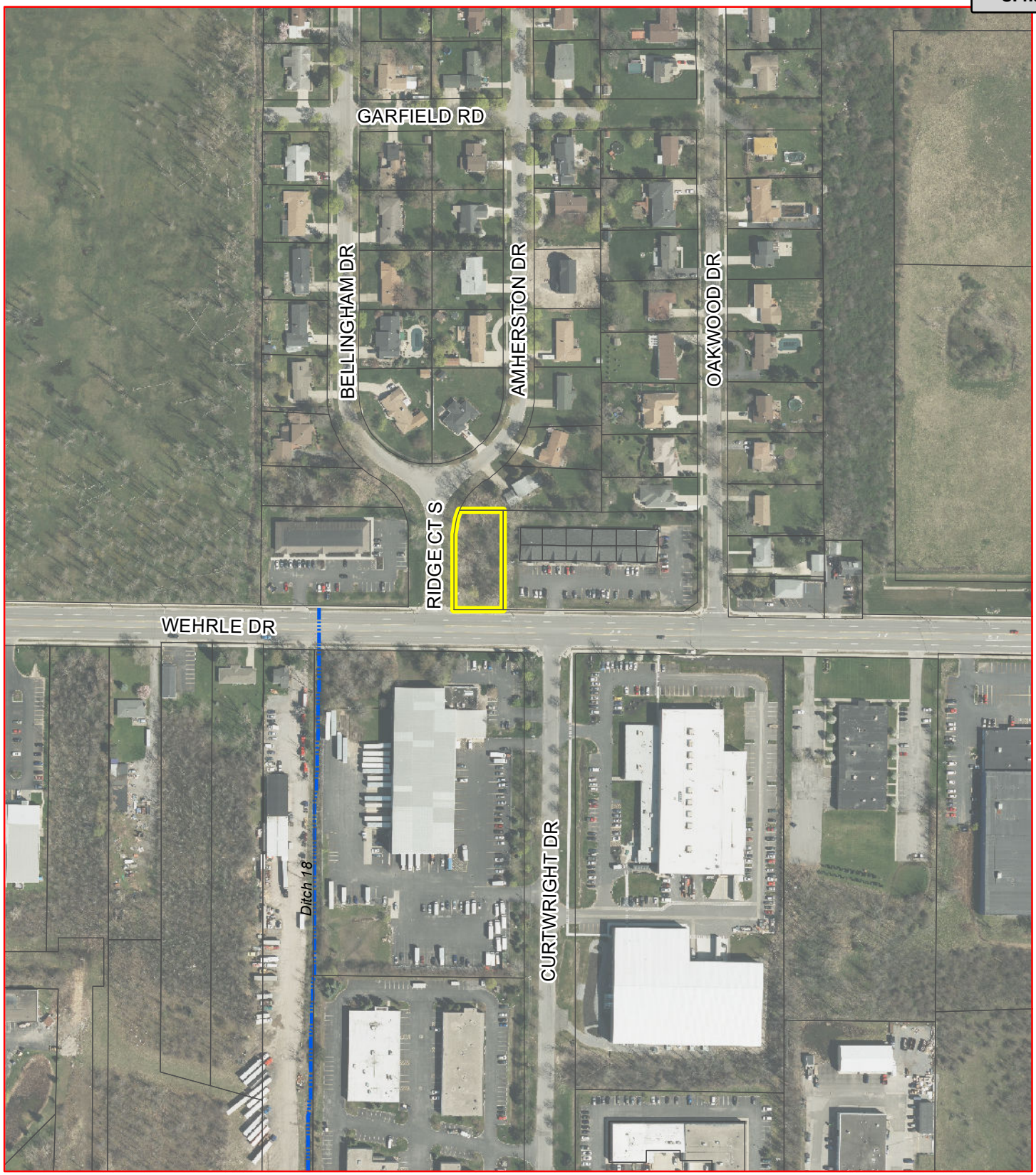
Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))



CONCEPT PLAN

Z-2024-01
2280 Wehrle Drive
2/22/204

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))



Z-2024-01

Request to Rezone 0.41+/- Acres of Land from R-3 to MFR-4A
Property Located at 2280 Wehrle Drive
Michael Keller, Petitioner

April 18, 2024

2280 Wehrle Drive

Prepared by the Town of Amherst Planning Department

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

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

March 7, 2024

Michael Keller
5391 Thompson Road
Clarence, New York 14031

SUBJECT:	Rezoning Application Review	**Z-2024-01**
	Request:	Rezone 0.41± acres from OB to MFR-4A
	Property located at:	**2280 Wehrle Drive**
	Application received:	February 20, 2024
	Representative:	Jeffery D. Palumbo, Esq.

Dear Mr. Keller,

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 of Town Code.

2. The following items on the Environmental Assessment Form should be corrected or completed:

   - Item 12.a. The geographic area of the subject parcel includes an area identified by the State as having potential archaeological or historical significance. The NYS Office of Parks Recreation and Historic Preservation needs to be consulted with during the rezoning or site plan application submission.

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 the proposed Local Law to this office in MS 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 Scott A. Marshall, Principal Planner at smarshall@amherst.ny.us.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/SM/bf
X:\Current_Planning\Files\Rezonings\2024\Z-2024-01_(2280_Wehrle_Dr)_2024\Z-2024-01_Pln_Dpt_Rvw_03072024.doccc:
cc: Jeffery D. Palumbo, Esq., Block, Longo, LaMarca & Brzezinski, PC, 9276 Main St., Clarence, NY 14031

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

TOWN OF AMHERST

ASSESSOR'S OFFICE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE: 716-631-7038

Emily A. Murphy
Assessor
emurphy@amherst.ny.us

MEMORANDUM

TO: Daniel Ulatowski, AICP, Associate Planning Director
Douglas Gesel, Supervising Code Enforcement Officer
Jeff Burroughs, Town Engineer
Scott Marshall, Principle Planner

FROM: Bonnie B. Arnold, Real Property Appraiser

DATE: February 22,2024

SUBJECT: Request to Rezone 0.41±Acres of Land from OB to MFR-4A,Z-2024-01
Property Location: **2280 Wehrle Drive**
Petitioner: **Michael Keller**

Site plan approved as submitted.

cc: Michael Keller, 5391 Thompson Rd., Clarence, NY 14031
Jeff Palumbo, 9276 Main St., Ste 3, Clarence, NY 14031

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

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
Williamsville Central School District

FEB 26 2024

Asst Superintendent for
Finance & Management Services

MEMORANDUM February 20, 2024

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
Steven Floss, Highway Superintendent/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville School District
BNIA

RECEIVED
FEB 26 2024
TOWN OF AMHERST
PLANNING DEPT.

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

SUBJECT: REQUEST TO REZONE 0.41± ACRES OF LAND FROM **OB** TO **MFR-4A**, **Z-2024-01**; PROPERTY LOCATED AT **2280 WEHRLE DRIVE**. MICHAEL KELLER, PETITIONER.

REVIEW:

Do you agree with all statements made? The Williamsville CSD has no comments at this time.

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:** 2/27/24

TV/bf
X:\Current_Planning\Files\Rezonings\2024\Z-2024-01\Z-2024-01_Transmittal_022024.doc

cc: Scott Marshall, Principal Planner
Jeff Burroughs, Town Engineer
Michael Keller, 5391 Thompson Road, Clarence, NY 14031
Jeff Palumbo, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

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
FEB 29 2024
TOWN ATTORNEY

MEMORANDUM February 20, 2024

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
Steven Floss, Highway Superintendent/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville School District
BNIA

RECEIVED
FEB 26 2024
TOWN OF AMHERST
PLANNING DEPT.

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

SUBJECT: REQUEST TO REZONE 0.41± ACRES OF LAND FROM **OB** TO **MFR-4A, Z-2024-01;** PROPERTY LOCATED AT **2280 WEHRLE DRIVE.** MICHAEL KELLER, PETITIONER.

REVIEW:

Do you agree with all statements made? _____.

If you do not, briefly state why: _____

_____.

General comments relative to your agency interests: n/a.

_____.

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

_____

_____

_____.

Please call the Planning Department if additional information is required (631-7051).

Signature: NB Robshaw **Date:** 2/23/24

TV/bf
X:\Current_Planning\Files\Rezonings\2024\Z-2024-01\Z-2024-01_Transmittal_022024.doc

cc: Scott Marshall, Principal Planner
Jeff Burroughs, Town Engineer
Michael Keller, 5391 Thompson Road, Clarence, NY 14031
Jeff Palumbo, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

Amherst

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

RECEIVED
FEB 26 2024
TOWN OF AMHERST
PLANNING DEPT.

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

MEMORANDUM

February 20, 2024

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
Steven Floss, Highway Superintendent/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville School District
BNIA

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

SUBJECT: REQUEST TO REZONE 0.41± ACRES OF LAND FROM **OB** TO **MFR-4A**, **Z-2024-01**; PROPERTY LOCATED AT **2280 WEHRLE DRIVE**. MICHAEL KELLER, PETITIONER.

REVIEW:

Do you agree with all statements made? YES.

If you do not, briefly state why: _____

_____.

General comments relative to your agency interests: NONE

_____.

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

_____

_____

_____.

Please call the Planning Department if additional information is required (631-7051).

Signature: _____ **Date:** 2/22/24

TV/bf C. SCHREGEL

X:\Current_Planning\Files\Rezonings\2024\Z-2024-01\Z-2024-01_Transmittal_022024.doc

cc: Scott Marshall, Principal Planner
Jeff Burroughs, Town Engineer
Michael Keller, 5391 Thompson Road, Clarence, NY 14031
Jeff Palumbo, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

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
FEB 22 2024
TOWN OF AMHERST
BUILDING DEPT

MEMORANDUM February 20, 2024

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
Steven Floss, Highway Superintendent/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville School District
BNIA

RECEIVED
FEB 23 2024
TOWN OF AMHERST
BUILDING DEPT

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

SUBJECT: REQUEST TO REZONE 0.41± ACRES OF LAND FROM **OB** TO **MFR-4A**, **Z-2024-01**; PROPERTY LOCATED AT **2280 WEHRLE DRIVE**. MICHAEL KELLER, 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:** Feb 26, 24

TV/bf
X:\Current_Planning\Files\Rezonings\2024\Z-2024-01\Z-2024-01_Transmittal_022024.doc

cc: Scott Marshall, Principal Planner
Jeff Burroughs, Town Engineer
Michael Keller, 5391 Thompson Road, Clarence, NY 14031
Jeff Palumbo, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

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-24-120
Postmark/Delivery Date: 2/22/2024

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

§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 4/18/24 Time 6:30pm Location 5583 Main Street, Willimasville NY 14221

3. Action is before: ☐ Legislative Body ☐ Board of Appeals ☑ Planning Board

4. Action consists of: ☐ New Ordinance ☑ Rezone/Map Change ☐ Ordinance Amendment
☐ Site Plan ☐ Variance ☐ Special Use Permit ☐ Other:

5. Location of Property: ☐ Entire Municipality ☑ Address: 2280 Wehrle Drive

5a. S.B.L. of Property: 81.12-3-16

6. Referral required as site is within 500' of: ☐ State or County Property/Institution ☐ Municipal Boundary ☐ Farm Operation located in an Agricultural District
☐ Expressway ☑ County Road ☐ State Highway ☐ Proposed State or County Road, Property, Building/Institution, Drainageway

7. Proposed change or use: *(specify the action, such as the scope of variances or site plans)* Request to rezone 0.41± acres from OB to MFR-4A

8. Other remarks: Z-2024-01

9. Submitted by: Thomas Voigt, Assistant Planner TV Email: tvoigt@amherst.ny.us

10. Return Address: 5583 Main Street, Williamsville NY 14221

Reply to Municipality by Erie County Division of Planning

Receipt of the above-described proposed action is acknowledged on 2/22/2024. 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:** 2/23/2024

Attachment: Z-2024-01 TB letter packet 052824 (RES-2024-466 : Adoption of Local Law to Amend the Zoning Map (2280 Wehrle Dr, Z-2024-01))

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 29102 A **RESOLUTION 2024-503** **ROLL CALL VOTE (ADOPTED)**

Lighting District Extension - Miller's Crossing Subdivision (Final Order)

AGENDA ITEM : JUNE 10TH, 2024

TO: **Town Board**

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

DATE: **June 5, 2024**

RE: **Lighting District Extension:**
In the Matter of the Extension of the Town of Amherst Consolidated Lighting District to Miller's Crossing Subdivision and Improvements In Connection Therewith

A Public Hearing on the above matter was held on April 29, 2024 at 7:00 p.m. Once the Public Hearing was deemed closed, the matter was authorized by the Town Board (4-0). A Notice of Adoption Subject to Permissive Referendum was then published in The Amherst Bee.

Now that the referendum period has expired (May 29, 2024), kindly adopt the attached Final Order relative to the above matter.

Thank you.

MAP:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments)*
(Agenda Item : June 10, 2024)
Daryl C. Bramer, Comptroller (*w/attachments)*
Lynda Juul, Director of Finance (*w/attachments)*
Jessica Boudreau, PE, Project Manager (*w/attachments)*
Steve Floss, Highway Superintendent (*w/attachments)*
Kurt Stanley, Deputy Highway Superintendent (*w/attachments)*
Al Spoth, General Crew Chief - Sign/Signal/Streetlighting (*w/attachments)*

6/10/2024
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved via Roll call vote 4-0.

FINANCIAL IMPACT:

As outlined in the attached MPR.

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

At a 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 10th day of June, 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

Extension of the Town of Amherst Consolidated Lighting District to Miller's Crossing Subdivision and improvements in connection therewith

Offered by: _____

Seconded By: _____

FINAL ORDER

WHEREAS, the Town Board of the Town of Amherst (herein called the "Town"), in the County of Erie, New York, on behalf of Consolidated Lighting District (herein referred to as the "District"), has caused the Town to prepare a map, plan and report to consider the extension of the District to include the Miller's Crossing Subdivision (the "Extension") and to make improvements to the District in connection therewith, consisting of the installation of approximately 25 LED Street Lights (the "Project") to be installed and paid for 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

Attachment: FinalOrder (RES-2024-503 : Extension of Lighting District - Miller's Crossing Subdivision (Final Order))

WHEREAS, the Town Board adopted an Order Calling for a Public Hearing describing in general terms the Project, specifying the estimated cost thereof, the boundaries of the proposed extension, that no capital expenses nor borrowings would be necessary, the fact that the map, plan and report describing the same is on file in the Town Clerk's Office for public inspection, and stating the Town Board would meet to hear all persons interested in said proposed extension on April 29, 2024 at 7 o'clock P.M. (Prevailing Time) at the Town Hall, 5583 Main Street, Williamsville, New York; and

WHEREAS, a Notice of such public hearing was duly published and posted pursuant to the provisions of Article 12-A of the Town Law, and a copy of which was sent to the Office of the State Comptroller; and

WHEREAS, such public hearing was duly held by the Town Board on the 29th day of April, 2024 at 7 o'clock P.M. (Prevailing Time) at the Town Hall, 5583 Main Street, Williamsville, New York, with considerable discussion on the matter having been had and all persons desiring to be heard having been heard, including those in favor of and those in opposition to the Project; and

WHEREAS, following the public hearing, the Town Board adopted a public interest order finding (i) that the notice of public hearing was published and posted as required by law, (ii) that all property and property owners within the proposed extension are benefitted thereby, (iii) that all the property and property owners benefitted are included within the limits of the proposed extension, and (iv) that it is in the public interest to extend and make improvements in connection therewith, with such improvements to be financed by the Developer; and

WHEREAS, said resolution adopted April 29, 2024 was subject to permissive referendum and the notice setting forth the date of adoption of said resolution, which concisely stated the purpose and effect thereof, was duly posted and published as required by law, and that no petition requesting a referendum thereon has been filed with the Town Clerk within thirty (30) days after the date of adoption thereof, or at any other time since said adoption; and

Attachment: FinalOrder (RES-2024-503 : Extension of Lighting District - Miller's Crossing Subdivision (Final Order))

WHEREAS, the permission of the State Comptroller is not required with respect to the Extension as all improvements therein are being paid for by the Developer and, as such, no serial bonds will issued to finance the costs of said improvements; and

WHEREAS, the Town Board, as lead agency, has reviewed the Short Form Environmental Assessment Form and has determined that the proposed extension is an "unlisted action", will not have a significant effect on the environment and has issued a negative declaration in connection therewith 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; and

WHEREAS, it is now necessary to adopt a final order authorizing the Extension;

Now, therefore, be it

ORDERED, that the District is hereby extended, and the Extension and the construction of the improvements proposed therefor are hereby approved. The method of financing of the cost of said improvements shall be paid for by the Developer; and it is hereby

ORDERED, that the Town Clerk is hereby authorized and directed to cause a certified copy of this order to be duly recorded in the office of the Clerk of Erie County and filed in the office of the State Department of Audit and Control at Albany, New York, in the manner and within the time prescribed by Section 195(1) of the Town Law, being within ten days of adoption of this Order.

DATED: June 10, 2024

(SEAL)

TOWN BOARD OF THE TOWN OF AMHERST

Attachment: FinalOrder (RES-2024-503 : Extension of Lighting District - Miller's Crossing Subdivision (Final Order))

The adoption of the foregoing Final 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 Final Order was declared adopted.

Attachment: FinalOrder (RES-2024-503 : Extension of Lighting District - Miller's Crossing Subdivision (Final Order))

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 Final Order of the Town Board of said Town adopted at a meeting duly called and held on June 10, 2024, has been compared by me with the original order 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 order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this ___ day of June, 2024.

(SEAL)

_____
Town Clerk

Attachment: FinalOrder (RES-2024-503 : Extension of Lighting District - Miller's Crossing Subdivision (Final Order))

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-2024-503 : Extension of Lighting District - Miller's Crossing Subdivision (Final

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 29062 **RESOLUTION 2024-504** **ROLL CALL VOTE (ADOPTED)**

Extension of Consolidated Lighting District - Harding Road Subdivision (Final Order)

AGENDA ITEM : JUNE 10TH, 2024

TO: **Town Board**

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

DATE: **May 28, 2024**

RE: **Lighting District Extension:**
In the Matter of the Extension of the Town of Amherst Consolidated Lighting District to Harding Road Subdivision and Improvements In Connection Therewith

A Public Hearing on the above matter was held on April 29, 2024 at 7:00 p.m. Once the Public Hearing was deemed closed, the matter was authorized by the Town Board (4-0). A Notice of Adoption Subject to Permissive Referendum was then published in The Amherst Bee.

Now that the referendum period has expired (May 29, 2024), kindly adopt the attached Final Order relative to the above matter.

Thank you.

MAP:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments)*
(Agenda Item : June 10, 2024)
Daryl C. Bramer, Comptroller (*w/attachments)*
Lynda Juul, Director of Finance (*w/attachments)*
Jessica Boudreau, PE, Project Manager (*w/attachments)*
Steve Floss, Highway Superintendent (*w/attachments)*
Kurt Stanley, Deputy Highway Superintendent (*w/attachments)*
Al Spoth, General Crew Chief - Sign/Signal/Streetlighting (*w/attachments)*

6/10/2024
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved via Roll call vote 4-0.

FINANCIAL IMPACT:

As outlined in the attached MPR.

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

At a 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 10th day of June, 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

Extension of the Town of Amherst Consolidated Lighting District to Harding Road Subdivision and improvements in connection therewith

Offered by: _____

Seconded By: _____

FINAL ORDER

WHEREAS, the Town Board of the Town of Amherst (herein called the "Town"), in the County of Erie, New York, on behalf of Consolidated Lighting District (herein referred to as the "District"), has caused the Town to prepare a map, plan and report to consider the extension of the District to include the Harding Road Subdivision (the "Extension") and to make improvements to the District in connection therewith, consisting of the installation of approximately 5 LED Street Lights (the “Project”) to be installed and paid for 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: FinalOrder (RES-2024-504 : Extension of Consolidated Lighting District - Harding Road Subdivision (Final Order))

WHEREAS, the Town Board adopted an Order Calling for a Public Hearing describing in general terms the Project, specifying the estimated cost thereof, the boundaries of the proposed extension, that no capital expenses nor borrowings would be necessary, the fact that the map, plan and report describing the same is on file in the Town Clerk's Office for public inspection, and stating the Town Board would meet to hear all persons interested in said proposed extension on April 29, 2024 at 7 o'clock P.M. (Prevailing Time) at the Town Hall, 5583 Main Street, Williamsville, New York; and

WHEREAS, a Notice of such public hearing was duly published and posted pursuant to the provisions of Article 12-A of the Town Law, and a copy of which was sent to the Office of the State Comptroller; and

WHEREAS, such public hearing was duly held by the Town Board on the 29th day of April, 2024 at 7 o'clock P.M. (Prevailing Time) at the Town Hall, 5583 Main Street, Williamsville, New York, with considerable discussion on the matter having been had and all persons desiring to be heard having been heard, including those in favor of and those in opposition to the Project; and

WHEREAS, following the public hearing, the Town Board adopted a public interest order finding (i) that the notice of public hearing was published and posted as required by law, (ii) that all property and property owners within the proposed extension are benefitted thereby, (iii) that all the property and property owners benefitted are included within the limits of the proposed extension, and (iv) that it is in the public interest to extend and make improvements in connection therewith, with such improvements to be financed by the Developer; and

WHEREAS, said resolution adopted April 29, 2024 was subject to permissive referendum and the notice setting forth the date of adoption of said resolution, which concisely stated the purpose and effect thereof, was duly posted and published as required by law, and that no petition requesting a referendum thereon has been filed with the Town Clerk within thirty (30) days after the date of adoption thereof, or at any other time since said adoption; and

Attachment: FinalOrder (RES-2024-504 : Extension of Consolidated Lighting District - Harding Road Subdivision (Final Order))

WHEREAS, the permission of the State Comptroller is not required with respect to the Extension as all improvements therein are being paid for by the Developer and, as such, no serial bonds will issued to finance the costs of said improvements; and

WHEREAS, the Town Board, as lead agency, has reviewed the Short Form Environmental Assessment Form and has determined that the proposed extension is an "unlisted action", will not have a significant effect on the environment and has issued a negative declaration in connection therewith 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; and

WHEREAS, it is now necessary to adopt a final order authorizing the Extension;

Now, therefore, be it

ORDERED, that the District is hereby extended, and the Extension and the construction of the improvements proposed therefor are hereby approved. The method of financing of the cost of said improvements shall be paid for by the Developer; and it is hereby

ORDERED, that the Town Clerk is hereby authorized and directed to cause a certified copy of this order to be duly recorded in the office of the Clerk of Erie County and filed in the office of the State Department of Audit and Control at Albany, New York, in the manner and within the time prescribed by Section 195(1) of the Town Law, being within ten days of adoption of this Order.

DATED: June 10, 2024

(SEAL)

TOWN BOARD OF THE TOWN OF AMHERST

Attachment: FinalOrder (RES-2024-504 : Extension of Consolidated Lighting District - Harding Road Subdivision (Final Order))

The adoption of the foregoing Final 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 Final Order was declared adopted.

Attachment: FinalOrder (RES-2024-504 : Extension of Consolidated Lighting District - Harding Road Subdivision (Final Order))

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 Final Order of the Town Board of said Town adopted at a meeting duly called and held on June 10, 2024, has been compared by me with the original order 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 order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this ___ day of June, 2024.

(SEAL)

_____
Town Clerk

Attachment: FinalOrder (RES-2024-504 : Extension of Consolidated Lighting District - Harding Road Subdivision (Final Order))

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-2024-504 : Extension of Consolidated Lighting District - Harding Road

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 29076 **RESOLUTION 2024-505** **ADOPTED**

Consent to Formation of Regency Commons Water Works Corp.

AGENDA ITEM : JUNE 10TH, 2024

TO: **Town Board**

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

DATE: **June 10, 2024**

RE: **Consent To Formation of Regency Commons Water Works Corp. (~~To Be Known As Birch Creek Run Sewer Works Corporation~~)**

On May 28, 2024, the Town Board authorized Resolution 2024-469 (Consent To Formation of Regency Commons Water Works Corp.) which is attached. Thereafter, an error was found that needed to be revised. Thus, kindly adopt the following resolution with respect to the above matter:

WHEREAS, Brad F. Randaccio, 50 Fountain Plaza, Suite 1700, Buffalo, New York 14202, is forming a water-works corporation to be named Regency Commons Water Works Corp., under Article 10-Section 40 of the New York Transportation Corporations Law; and

WHEREAS, the purpose of this corporation is to engage in any lawful act or activity relating to water service for eighteen (18) homes to be located at 166 Klein Road, for which a water-works corporation may be organized under New York State Transportation Corporations Law; and

WHEREAS, as a condition for the formation of the corporation, the controlling municipality needs to give its consent; and

WHEREAS, the Town Board of the Town of Amherst deems it is in the best interest of the Town to approve the formation of the Regency Commons Water Works Corp.;

NOW, THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the Consent to Formation letter approving the formation of a water-works corporation to be known as the ~~Birch Creek Run Sewer Works Corporation~~ Regency Commons Water Works Corporation, by Brad F. Randaccio, to engage in lawful acts of activities relating to service for eighteen (18) homes to be located at 166 Klein Road, which are allowed under Article 10-Section 40 of the New York Transportation Corporations Law.

MAP:nmb
Attachment

c: Tim Koller, Deputy Town Clerk
(*w/o attachment*, **Agenda Item - June 10, 2024**)
Dan Howard, Director of Planning (*w/o attachment*
Jeffrey S. Burroughs, PE, Town Engineer (*w/o attachment*
Vaishali Reberholt, PE, Assistant Town Engineer (*w/o attachment)*

6/10/2024
Consent

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

TOWN OF AMHERST

TOWN CLERK'S OFFICE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7021
FAX (716) 631-7152
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Timothy Koller
Deputy Town Clerk

CERTIFICATE OF TOWN CLERK

I, Timothy Koller, Deputy Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY, as follows:

That the attached Resolution 2024-469 "Consent to Formation of Regency Commons Water Works Corp. – 166 Klein Road" is a true and exact copy of the Resolution enacted by the Town Board at its meeting on May 28, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 31st day of May, 2024.

Timothy Koller
Deputy Town Clerk
Town of Amherst, Erie County, NY

Sworn to before me
This 31st day of May, 2024

Notary Public

ASHLEY BROWNSON
NOTARY PUBLIC STATE OF NEW YORK
ERIE COUNTY
LIC. #01BR6412344
COMM. EXP. 12/28/2024

Attachment: certified resolution 2024-469 (RES-2024-505 : Consent to Formation of Regency Commons Water Works Corp.)

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

Francina J. Spoth
Town Clerk

Meeting: 05/28/24 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 29042 **RESOLUTION 2024-469** **ADOPTED**

Consent to Formation of Regency Commons Water Works Corp. - 166 Klein Road

AGENDA ITEM : MAY 28TH, 2024

TO: **Town Board**

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

DATE: **May 22, 2024**

RE: **Consent To Formation of Regency Commons Water Works Corp. (To Be Known As Birch Creek Run Sewer Works Corporation)**

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

WHEREAS, Brad F. Randaccio, 50 Fountain Plaza, Suite 1700, Buffalo, New York 14202, is forming a water-works corporation to be named Regency Commons Water Works Corp., under Article 10-Section 40 of the New York Transportation Corporations Law; and

WHEREAS, the purpose of this corporation is to engage in any lawful act or activity relating to water service for eighteen (18) homes to be located at 166 Klein Road, for which a water-works corporation may be organized under New York State Transportation Corporations Law; and

WHEREAS, as a condition for the formation of the corporation, the controlling municipality needs to give its consent; and

WHEREAS, the Town Board of the Town of Amherst deems it is in the best interest of the Town to approve the formation of the Regency Commons Water Works Corp.;

NOW, THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the Consent to Formation letter approving the formation of a water-works corporation to be known as the Birch Creek Run Sewer Works Corporation, by Brad F. Randaccio, to engage in lawful acts of activities relating to service for eighteen (18) homes to be located at 166 Klein Road, which are allowed under Article 10-Section 40 of the New York Transportation Corporations Law.

MAP:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item - May 28, 2024**)
Sean Hopkins, Esq.
Dan Howard, Director of Planning
Jeffrey S. Burroughs, PE, Town Engineer

Attachment: certified resolution 2024-469 (RES-2024-505 : Consent to Formation of Regency Commons Water Works Corp.)

Vaishali Reberholt, PE, Assistant Town Engineer

5/28/2024
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: certified resolution 2024-469 (RES-2024-505 : Consent to Formation of Regency Commons Water Works Corp.)

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 29096 **RESOLUTION 2024-506** **ADOPTED**

Rights-Of-Way Use Agreement with ErieNet Local Development Corporation (CRS #4852)

AGENDA ITEM : JUNE 10TH, 2024

TO: **Town Board**

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

DATE: **June 5, 2024**

RE: **Rights-of-Way Use Agreement With ErieNet Local Development Corporation (CRS #4852)**

Kindly adopt a resolution authorizing the Supervisor to execute the attached agreement pending successful completion of the CRS.

ErieNet wishes to place, service and maintain Facilities within the public rights-of way managed by and under the control of the Town.

Thank you for your consideration.

NMB:hs
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item: June 10, 2024**)

6/10/2024
Consent

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

RIGHTS-OF-WAY USE AGREEMENT

THIS RIGHTS-OF-WAY USE AGREEMENT (the "Agreement"), dated the _____ day of _____, 2024 (the "Effective Date") is made between ErieNet Local Development Corporation ("ERIENET"), c/o Melissa Hartman, Executive Director, 1 Seneca Street; 29th Floor, Buffalo, New York 14203 and the Town of Amherst, New York (the "Town"), having its address at the Amherst Municipal Building (Town Hall) 5583 Main Street, Williamsville, NY 14221. This Agreement refers to ERIENET and the Town collectively as the "Parties" and each individually as a "Party."

WHEREAS, ERIENET is authorized by the New York State Department of Public Service, Matter No. 23-00756, to operate in New York State as a non-intrastate, facilities-based provider of telecommunications service, without authority to provide local exchange service. Pursuant to such authority granted by the New York State Department of Public Service by the Order Adopting Policy Statement on Pole Attachments (Issued and Effective August 6, 2004), ERIENET may locate, place, attach, install, operate and maintain telecommunication facilities within the public rights-of-way for purpose of providing telecommunications services (the "Facilities"); and

WHEREAS, ERIENET currently seeks to place, service and maintain Facilities within the public rights-of way managed by and under the control of the Town; and

WHEREAS, it is in the best interests of the Town and its citizenry for the Town to grant consent to ERIENET to occupy said public rights-of-way within the town for this purpose; and

WHEREAS, the consent granted herein is for the non-exclusive use of the public rights-of-way within the Town for the purpose of owning, constructing, installing, operating and maintaining a telecommunications system.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties do hereby contract, covenant and agree as follows:

SECTION 1 – GRANT OF CONSENT

1.1 Consent. Subject to obtaining the permission of the owner(s) of any existing poles or conduits to be used, the Town hereby authorizes and permits ERIENET, and its successors and assigns, to enter upon the Town rights-of-way and to attach, install, operate maintain, inspect, remove, re-attach, re-install, re-locate or replace its Facilities in or on conduits or utility poles or other structures owned by public utility companies or other property owners located within the public rights-of-way as may be permitted by the public utility company or property owner, as the case may be.

1.2 Limitation. The public rights-of-way shall not include rights-of-way under the jurisdiction of any other municipal, state, or federal department or agency, or any

Attachment: ErieNet.final (RES-2024-506 : Rights-Of-Way Use Agreement with ErieNet Local Development Corporation (CRS #4852))

property owned by any person or governmental entity other than the Town, except as provided by law or pursuant to an agreement between the Town and any person or governmental entity.

1.3 Term. The term of this Agreement and the permission and consent granted herein shall be fifty (50) years from the Effective Date of this Agreement and shall automatically renew for an additional ten (10) years (each, a "Term"), unless terminated earlier by: (i) an event of default under Section 5 of this Agreement, or (ii) ERIENET upon thirty (30) days' prior written notice to the Town of its intention to terminate this Agreement. ERIENET shall bear the cost of removal of its Facilities upon termination of this Agreement.

1.4 Public Purpose. It is deemed to be in the best interests of the Town and its citizenry, particularly including commercial and industrial citizens, for the Town to grant consent to ERIENET to occupy said public rights-of-way within the Town for this purpose.

SECTION 2 – PERMITS, COSTS AND FEES

2.1 Permitting. ERIENET shall provide the Town's Engineer, or such other Town officer responsible for permitting use of the public rights-of-way pursuant to the Town's regulations, with a plan showing the location and manner of placement of Facilities upon, along, over or under the public rights-of-way. ERIENET shall comply with any and all reasonable requirements of the Town's Engineer, or other such Town official as applicable, in connection with the construction or erection of Facilities that are imposed in accordance with the regulations and restrictions aforementioned in this Section, including any requirement for obtaining a road opening permit prior to any excavation work. ERIENET shall bear the cost and expense for the construction or erection of its Facilities, and for the relocation of any of its Facilities as the Town may require from time-to-time.

2.2 Costs. ERIENET's construction or erection, service and maintenance of Facilities pursuant to the permission and consent granted herein shall be subject to regulations and restrictions as may be adopted by the Town from time-to-time on a non-discriminatory basis pertaining to the safety and convenience of persons or vehicles traveling on the public rights-of-way. To the extent provided under the regulations and restrictions aforementioned or as otherwise provided by law, ERIENET shall reimburse the Town for the Town's reasonable costs and expenses incurred in connection with the permission and consent granted herein and shall obtain applicable permits and pay applicable permit fees. The Town shall not unreasonably deny or delay the issuance of applicable permits to ERIENET.

2.3 Town Facilities. The use by ERIENET of any Town Facilities for the construction or erection and placement of ERIENET's Facilities and subsequent service and maintenance, shall be subject to the prior execution of a written amendment to this Agreement and upon such reasonable terms and conditions as mutually agreed. For purposes of this subsection, "Town Facilities" means Town-owned street light poles, lighting fixtures, electroliers, or other Town-owned structures located within the public rights-of-way.

Attachment: ErieNet.final (RES-2024-506 : Rights-Of-Way Use Agreement with ErieNet Local Development Corporation (CRS #4852))

SECTION 3 – INDEMNITY

3.1 Third Party Claims. ERIENET agrees to indemnify and defend the Town from all third-party losses, claims, damages, judgments, and penalties (including reasonable attorney fees) resulting from any bodily injury or property damage to the proportional extent caused by the direct fault or negligence of ERIENET and its employees, agents and subcontractors. The Town shall provide prompt written notice of and furnish a copy of all written communications relating to any claim of indemnification covered hereunder. ERIENET shall have the right to assume exclusive control of the defense or settlement of, or other efforts to resolve such claim. The Town agrees to cooperate reasonably with ERIENET in connection with any such indemnification claim. The Town may engage counsel of its own choosing, at its own cost and expense.

3.2 Town Claims. In the event any service, maintenance, removal or relocation of ERIENET's Facilities causes the public rights-of-way to be damaged through no fault of the Town, ERIENET shall promptly repair any such damage and return the public rights-of-way to a safe and satisfactory condition, normal wear and tear excepted; provided, however, that the scope and costs of such repair shall be the responsibility of ERIENET only to the proportional extent the damage was caused by the direct fault or negligence of ERIENET or its employees, agents or subcontractors. If, after being provided with written notice of such damage from the Town, ERIENET does not repair such damage, then the Town shall have the option, upon thirty (30) days' prior written notice to ERIENET, to perform or cause to be performed such reasonable and necessary work on behalf of ERIENET and to charge ERIENET for the costs incurred by the Town at the Town's standard rates, to the proportional extent the damage was caused by the direct fault or negligence of ERIENET or its employees, agents or subcontractors.

SECTION 4 – INSURANCE

ERIENET shall obtain and maintain at all times during the Term of this Agreement commercial general liability insurance protection ERIENET in an amount not less than one million dollars ($1,000,000) per occurrence (combined single limit), including property damage, and an excess liability policy (or "umbrella") policy in the amount of two million dollars ($2,000,000). Further, ERIENET shall obtain and maintain at all times during the Term of this Agreement statutory workers' compensation and employer's liability insurance in an amount not less than two million dollars ($2,000,000).

SECTION 5 – DEFAULT

Either Party that fails to materially perform its obligations under this Agreement shall be in default upon written notice thereof by the non-defaulting Party. Upon notice of the default, a Party shall have forty-five (45) days to cure the default before the non-defaulting Party shall have the right to terminate this Agreement and pursue any and all claims in law or equity in respect to such default, including but not limited to recovery of reasonable attorney fees incurred in connection with such claims; provided, however, that if such default cannot be reasonably cured within forty-five (45) days, and the defaulting party is pursuing such

Attachment: ErieNet.final (RES-2024-506 : Rights-Of-Way Use Agreement with ErieNet Local Development Corporation (CRS #4852))

cure with reasonable diligence, such cure period shall be extended for an additional forty-five (45) day period.

SECTION 6 – RESERVATION OF RIGHTS

Any and all rights expressly granted to ERIENET under Agreement which shall be exercised at ERIENET's sole cost and expense shall be subject to the prior and continuing right of the Town under applicable laws to use any and all parts of the public rights-of-way exclusively or concurrently with any other person or persons and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrance, and claims of title of record which may affect the municipal right-of-way. Nothing in this Agreement shall be deemed to grant, convey, create or vest in ERIENET a real property interest in land, including any fee, leasehold interest, easement or any other form of interest or ownership now known or hereinafter devised.

SECTION 7 – MISCELLANEOUS PROVISIONS

7.1 Governing Law. This agreement shall be governed and construed by and in accordance with the laws of the State of New York without reference to its conflict of law principles. If suit is brought by a Party to this Agreement, the Parties agree that jurisdiction over such action shall be vested exclusively in the state courts of New York State Public Service Commission to the extent that primary jurisdiction for any such suit brought is conferred upon the New York State Public Service Commission.

7.2 Assignment. The respective rights and obligations under this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto. Except for assignment to an affiliate acquirer, or successor to ERIENET's business, ERIENET shall not assign this Agreement to any person or entity without the Town's written consent, which consent shall not be unreasonably withheld.

7.3 Waiver. The waiver by either Party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

7.4 Headings. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

7.5 Severability. If one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement. The Parties acknowledge that the New York State Public Service Commission may impose additional terms and conditions under this Agreement pursuant to

Attachment: ErieNet.final (RES-2024-506 : Rights-Of-Way Use Agreement with ErieNet Local Development Corporation (CRS #4852))

its statutory authority. Either Party shall have the right to seek reconsideration or judicial review of the imposition of any such additional terms and conditions.

7.6 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. The Parties agree that fully-executed electronic copies or facsimile copies of this Agreement are legally binding and shall act as originals for the purpose thereof.

7.7 Entire Agreement; Amendment. This Agreement may not be amended except pursuant to a written instrument signed by both Parties. This Agreement is the entire agreement of the Parties and there are no representations, agreements, or understandings (whether oral or written) between or among the Parties relating to the subject matter hereof that are not fully expressed herein.

IN WITNESS WHEREOF, each Party has executed this Agreement through its authorized representatives below.

ErieNet Local Development Corporation	**TOWN OF AMHERST**
By: _____	By: _____
Name: Melissa Hartman	Name: Brian J. Kulpa
Title: Executive Director	Title: Town Supervisor

Attachment: ErieNet.final (RES-2024-506 : Rights-Of-Way Use Agreement with ErieNet Local Development Corporation (CRS #4852))

Client#: 2013704 ERIENET

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/02/2024

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: Terri Younes
USI Insurance Services LLC 12 Gill Street, #5500 Woburn, MA 01801 855 874-0123	PHONE (A/C, No, Ext): 855-874-0123 FAX (A/C, No): 877-775-0110 E-MAIL ADDRESS: terri.younes@usi.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
ErieNet Local Development Corporation 1 Seneca St Serendipity Labs 29th Floor Buffalo, NY 14203	INSURER A : Philadelphia Indemnity Insurance Co.	18058
	INSURER B : Philadelphia Insurance Company	32204
	INSURER C : Hartford Accident and Indemnity Co	22357
	INSURER D : Chubb Indemnity Insurance Company	12777
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK2563601	06/05/2023	06/05/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2563601	06/05/2023	06/05/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			PHUB867347	06/05/2023	06/05/2024	EACH OCCURRENCE	$4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$4,000,000
	DED X RETENTION $10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			01WECAX6DWN	05/01/2024	05/01/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Cyber Tech E&O			PHPK2566633	06/05/2023	06/05/2024	$1,000,000	
D	Directors & Offic			84002389	06/05/2023	06/05/2024	$1,000,000	

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

CERTIFICATE HOLDER	CANCELLATION
Town of Amherst 5583 Main St Williamsville, NY 14221	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: 4852_ins_cert_10927 (RES-2024-506 : Rights-Of-Way Use Agreement with ErieNet Local Development Corporation (CRS #4852))

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 29079 **RESOLUTION 2024-507** **ADOPTED**

Settlement of Article 7 Matter - 95 NYRPT, LLC V. Town of Amherst

AGENDA ITEM : JUNE 10TH, 2024

TO: **Town Board**

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

DATE: **June 4, 2024**

RE: **Settlement of Article 7 Matter**
95 NYRPT, LLC v. Town of Amherst

Kindly adopt a resolution authorizing the following:

(1) Settlement of the above matter as detailed in the attached Consent Order and Judgment; and

(2) Authorizing Senior Deputy Town Attorney Samuel A. Alba, Esq. to sign the attached Consent Order and Judgment as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : June 10, 2024**)
Emily Murphy, Town Assessor

6/10/2024
Consent

FINANCIAL IMPACT:

Assessment

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

At an IAS Term of the Supreme Court of the State of New York, held for the County of Erie, Buffalo, New York on the __ day of _____, 2024.

PRESENT: HON. RAYMOND WALTER

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

IN THE MATTER OF THE APPLICATION FOR REVIEW UNDER ARTICLE 7 OF THE REAL PROPERTY TAX LAW OF A TAX ASSESSMENT BY 95 NYRPT, LLC

CONSENT ORDER AND JUDGMENT

Petitioner,

-vs.-

Index No.: 809105/2023

THE BOARD OF ASSESSMENT REVIEW FOR THE TOWN OF AMHERST; THE ASSESSOR OF THE TOWN OF AMHERST; and THE TOWN OF AMHERST, NEW YORK

Respondents.

For Review of the Assessment of Certain Real Property known as 5330 Main Street in the said Town of Amherst for the 2023-24 Tax Year.

WHEREAS Petitioner has heretofore commenced the within proceedings under Article 7 of the Real Property Tax Law to review the assessment of a certain parcel of real property located at and known as 5330 Main Street (SBL #80.08-1-50.1) in the Town of Amherst, County of Erie and State of New York for the tax year 2023-24, and

WHEREAS this proceeding has duly come before an IAS Term of this Court, and Kavinoky Cook LLP, Scott C. Becker, Esq., of counsel, having appeared for the Petitioner, Samuel A. Alba, Esq., Town of Amherst Counsel, having appeared for the Respondent Town of Amherst and

Attachment: 95 NYRPT LLC v Amherst - Consent Order (RES-2024-507 : Settlement of Article 7 Matter - 95 NYRPT, LLC V. Town of Amherst)

Hodgson Russ LLP, Michael B. Risman, Esq., of counsel, having appeared for the Intervenor-Respondent Williamsville Central School District, and the parties having agreed to a settlement of this proceeding, it is hereby

STIPULATED, ORDERED and ADJUDGED, that the assessment on the property designated as SBL #80.08-1-50.1 on the tax assessment roll of the Town of Amherst for the following tax year, has been and shall remain as follows:

Assessment Year	Assessment
2023-24	$1,365,000

and it is further

STIPULATED, ORDERED and ADJUDGED, that the assessment on the property designated as SBL #80.08-1-50.1 on the tax assessment roll of the Town of Amherst for the following tax years, shall be as follows:

Assessment Year	Assessment
2024-25	The assessment for the 2024-25 tax year will be based on a FMV of $2,000,000
2025-26	The assessment for the 2025-26 tax year will be based on a FMV of $2,000,000
2026-27	The assessment for the 2026-27 tax year will be based on a FMV of $2,000,000

and it is further

STIPULATED, ORDERED and ADJUDGED, that the assessments as reduced, corrected and adjusted herein are fair, equitable and proper for the purposed of this settlement, and it is further

STIPULATED, ORDERED and ADJUDGED, that the officer or officers having custody of the aforesaid assessment rolls and the tax rolls of the Town of Amherst shall make or cause to be made upon the proper books and records of said Town the entries, changes and corrections necessary to conform said assessments to such corrected and reduced valuations that the appropriate financial

Attachment: 95 NYRPT LLC v Amherst - Consent Order (RES-2024-507 : Settlement of Article 7 Matter - 95 NYRPT, LLC V. Town of Amherst)

officers are hereby directed and authorized to calculate and disburse any resulting refunds of taxes, and it is further

STIPULATED, ORDERED and ADJUDGED, that the provisions of Real Property Tax Law Sections 727 (2)(a) and 727 (2)(b) shall not apply to the terms of this settlement. All other provisions of Real Property Tax Law Section 727 shall apply to the terms of this settlement, and it is further

STIPULATED, ORDERED and ADJUDGED, that Petitioner shall have the right to seek specific enforcement of this Consent Order and Judgment by whatever means provided by law, and it is further

STIPULATED, ORDERED and ADJUDGED, that this Consent Order and Judgment hereby constitutes and represents the entire understanding and agreement among the parties and the full settlement of the assessment review proceeding herein, that there are no costs or disbursements awarded to, by, or against any party and that upon compliance with the terms of this Consent Order and Judgment, the above proceeding shall be, and the same hereby is, settled and discontinued with prejudice, and it is further

STIPULATED, ORDERED and ADJUDGED, that this Consent Order and Judgment may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Signing and entry of the within Order and
Judgment is hereby consented to:

KAVINOKY COOK LLP

Dated: _____

By: _____
Scott C. Becker, Esq.
Attorneys for Petitioner
726 Exchange Street, Suite 800
Buffalo, New York 14210

Attachment: 95 NYRPT LLC v Amherst - Consent Order (RES-2024-507 : Settlement of Article 7 Matter - 95 NYRPT, LLC V. Town of Amherst)

TOWN OF AMHERST

Dated:_____ By: _____

Samuel A. Alba, Esq.
Senior Deputy Attorney
Attorney for Respondent, Town of Amherst
5583 Main Street
Williamsville, New York 14221

HODGSON RUSS LLP

Dated:_____ By: _____

Michael B. Risman, Esq.
Attorneys for Intervenor-Respondent, Williamsville Central School District
140 Pearl Street, Suite 100
Buffalo, New York 14202-4040

SO ORDERED:

_____
HON. RAYMOND WALTER

ENTER:

0000052/0037427/629778 v.1

Attachment: 95 NYRPT LLC v Amherst - Consent Order (RES-2024-507 : Settlement of Article 7 Matter - 95 NYRPT, LLC V. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 29080 A **RESOLUTION 2024-508** **ADOPTED**

Settlement of Article 7 Matter - Northtown Property Owner V. Town of Amherst

AGENDA ITEM : JUNE 10TH, 2024

TO: **Town Board**

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

DATE: **June 4, 2024**

RE: **Settlement of Article 7 Matter**
Northtown Property Owner v. Town of Amherst

Kindly adopt a resolution authorizing the following:

(1) Settlement of the above matter as detailed in the attached Stipulation and Agreement; and

(2) Authorizing Senior Deputy Town Attorney Samuel A. Alba, Esq. to sign the attached Stipulation and Agreement as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : June 10, 2024**)
Emily Murphy, Town Assessor

6/10/2024
Consent

FINANCIAL IMPACT:

Assessment

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

Attachment: CLEAN_MH and SAA Revised 6.5.24 Northtown Property Owner v. Town of Amherst (RES-2024-508 : Settlement of Article 7 Matter

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

IN THE MATTER OF THE APPLICATION UNDER
ARTICLE 7 OF THE REAL PROPERTY TAX LAW

BY

NORTHTOWN PROPERTY OWNER LLC,

Petitioner,

v.

STIPULATION & AGREEMENT

Index No.: 809344/2023

THE TOWN OF AMHERST,
THE BOARD OF ASSESSMENT REVIEW OF
THE TOWN OF AMHERST, COUNTY OF ERIE,

Respondents,

SWEET HOME CENTRAL SCHOOL DISTRICT OF
AMHERST AND TONAWANDA, NEW YORK,

Intervenor-Respondent,

FOR REVIEW OF THE 2023-24 TAX ASSESSMENT ROLL
OF CERTAIN REAL PROPERTY IN THE
SAID TOWN OF AMHERST, NEW YORK

The above entitled proceedings involving tax assessment review for the premises known as Northtown Property Owner LLC, located at 3151 and 3055-3105 Sheridan Drive, Amherst, New York and bearing S.B.L. No. 67.41-1-2.112 and 67.10-1-4.11 for the tax assessment roll year 2023 having progressed for judicial intervention, and negotiations for settlement having been conducted and said settlement having been approved and recommended by the Town Attorney for the Town of Amherst, Attorney for the Intervenor, Sweet Home Central School District and Attorney for the County of

Attachment: CLEAN_MH and SAA Revised 6.5.24 Northtown Property Owner v. Town of Amherst (RES-2024-508 : Settlement of Article 7 Matter

Erie and the Attorney for the Petitioner, and it further appearing that the assessment of premises in the Town of Amherst provides the basis for imposition of taxes assessed by the County of Erie, Town of Amherst, and the Sweet Home Central School District, it is hereby:

FIRST: **STIPULATED AND AGREED**, that the above-entitled proceedings for the tax assessment review for the tax assessment roll year 2023-24 shall be discontinued with prejudice, and tax assessment roll year 2024-25 be and hereby are settled as set forth in this stipulation; and be it further,

SECOND: **STIPULATED AND AGREED**, that assessed value for the parcel known as Northtown Property Owner LLC, located at 3151 Sheridan Drive, Amherst, New York and bearing S.B.L. No. 67.41-1-2.112, shall not be changed for tax year 2023, and instead be set at 13,275,000 for the tax assessment roll year 2024, which is a decrease from the original 2024 assessed value of 14,310,000; and be it further,

THIRD: **STIPULATED AND AGREED**, that assessed value for the parcel known as Northtown Property Owner LLC, located at 3055-3105 Sheridan Drive, Amherst, New York and bearing S.B.L. No. 67.10-1-4.11, shall not be changed for tax year 2023, and instead be set at 8,740,000 for the tax assessment roll year 2024, which is a decrease from the original 2024 assessed value of 10,660,000; and be it further,

FOURTH: **STIPULATED AND AGREED**, that said Petitioner in any instrument or agreement transferring all of the subject property therein shall covenant with any grantee, transferee, and mortgagee and their respective distributees, successors and/or assigns that they shall be bound by the terms of this Stipulation and that such covenant shall be deemed to run with the land for the tax periods embraced by the terms thereof; and be it further,

FIFTH: **STIPULATED AND AGREED**, that this Court shall retain jurisdiction over this proceeding pending the expiration of this annexed Stipulation, and that all applications to enforce any or all of the terms of the Stipulation shall be brought before this Court; and be it further,

SIXTH: **STIPULATED AND AGREED**, that the provisions of Section 727 of the Real Property Tax Law shall not apply to this Order, given that tax year 2024 is a revaluation; and be it further,

SEVENTH: **STIPULATED AND AGREED**, that these proceedings are discontinued with prejudice, without costs or disbursements against either party.

_____
Samuel A. Alba, Esq.
Attorney for Respondent
Town of Amherst

Dated:

_____
Daniel P. Zazzali, Esq.
Attorney for Petitioner
Northtown Property Owner LLC

Dated:

_____
John K. Rottaris, Esq.
Attorney for Intervenor-Respondent
Sweet Home Central School District

Dated:

_____
Margaret A. Hurley, Esq.
Attorney for Intervenor-Respondent
County of Erie

Dated:

Attachment: CLEAN_MH and SAA Revised 6.5.24 Northtown Property Owner v. Town of Amherst (RES-2024-508 : Settlement of Article 7 Matter

Attachment: CLEAN_MH and SAA Revised 6.5.24 Northtown Property Owner v. Town of Amherst (RES-2024-508 : Settlement of Article 7 Matter

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

IN THE MATTER OF THE APPLICATION UNDER
ARTICLE 7 OF THE REAL PROPERTY TAX LAW

BY

NORTHTOWN PROPERTY OWNER LLC,

Petitioner,

ORDER

v.

Index No.: 809344/2023

THE TOWN OF AMHERST,
THE BOARD OF ASSESSMENT REVIEW OF
THE TOWN OF AMHERST, COUNTY OF ERIE,

Respondents,

SWEET HOME CENTRAL SCHOOL DISTRICT OF
AMHERST AND TONAWANDA, NEW YORK,

Intervenor-Respondent,

FOR REVIEW OF THE 2023-24 TAX ASSESSMENT ROLL
OF CERTAIN REAL PROPERTY IN THE
SAID TOWN OF AMHERST, NEW YORK

The above entitled proceedings involving tax assessment review for the premises known as Northtown Property Owner LLC, located at 3151 and 3055-3105 Sheridan Drive, Amherst, New York and bearing S.B.L. No. 67.41-1-2.112 and 67.10-1-4.11 for the tax assessment roll year 2023-24 having progressed with judicial intervention, and negotiations for settlement having been conducted and said settlement having been approved and recommended by the Town Attorney for the Town of Amherst, Attorney for the Intervenor, Sweet Home Central School District, Intervenor for Erie County and

Attachment: CLEAN_MH and SAA Revised 6.5.24 Northtown Property Owner v. Town of Amherst (RES-2024-508 : Settlement of Article 7 Matter

the Attorney for the Petitioner, and it further appearing that the assessment of premises in the Town of Amherst provides the basis for imposition of taxes assessed by the County of Erie, Town of Amherst, and the Sweet Home Central School District, it is hereby:

ORDERED, that the above-entitled proceedings for the tax assessment review for the tax assessment roll year 2023-24 be and hereby discontinued with prejudice and tax assessment roll year 2024-25 be and hereby are settled as set forth in this stipulation, and it is further,

ORDERED, that assessed value for the parcel known as Northtown Property Owner LLC, located at 3151 Sheridan Drive, Amherst, New York and bearing S.B.L. No. 67.41-1-2.112, shall not be changed for tax year 2023-24, and instead be set at 13,275,000 for the tax assessment roll year 2024, which is a decrease from the original 2024-25 assessed value of 14,310,000; and be it further,

ORDERED, that assessed value for the parcel known as Northtown Property Owner LLC, located at 3055-3105 Sheridan Drive, Amherst, New York and bearing S.B.L. No. 67.10-1-4.11, shall not be changed for tax year 2023-24, and instead be set at 8,740,000 for the tax assessment roll year 2024, which is a decrease from the original 2024-25 assessed value of 10,660,000; and be it further,

ORDERED, that said Petitioner in any instrument or agreement transferring all of the subject property therein shall covenant with any grantee, transferee, and mortgagee and their respective distributees, successors and/or assigns that they shall be bound by the terms of this Stipulation and that such covenant shall be deemed to run with the land for the tax periods embraced by the terms thereof; and be it further,

ORDERED, that this Court shall retain jurisdiction over this proceeding pending the expiration of this annexed Stipulation, and that all applications to enforce any or all of the terms of the Stipulation shall be brought before this Court, and be it further,

ORDERED, that the provisions of Section 727 of the Real Property Tax Law shall not apply to this Order, given that tax year 2024 is a revaluation; and be it further,

ORDERED, that these proceedings are discontinued with prejudice, without costs or disbursements against either party.

Dated:_____

_____

Justice Deborah Chimes

Attachment: CLEAN_MH and SAA Revised 6.5.24 Northtown Property Owner v. Town of Amherst (RES-2024-508 : Settlement of Article 7 Matter

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 29110 **RESOLUTION 2024-509** **ADOPTED**

New Firefighter for Swormville Fire Company

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

David Reilly
1307 New Road
Amherst, NY 14228

6/10/2024
Consent

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

Swormville Fire Company

6971 Transit Rd
East Amherst, New York 14051
Phone: (716) 688-7055 **Fax:** (716) 688-4736

STATEMENT OF VOLLUNTEER FIRE COMPANY OFFICIAL

David R Reilly
(Name)

1307 New Rd.
(Address)

Amherst, N.Y. 14228

The address of the applicant listed above is within the fire protection district or territory protected by such Fire Protection District to which he / she is applying, namely **Swormville Fire Company.** We have verified the applicant's residence address were applicable by examining their driver's license or other document such as a lease, utility bill, paystub, or other suitable document.

Robert J Smith V.P.

Date: 6/4/24

Attachment: img-606085404-0001 (RES-2024-509 : New Firefighter for Swormville Fire Company)

Swormville Fire Company

6971 Transit Rd
East Amherst, New York 14051
Phone: (716) 688-7055 **Fax:** (716) 688-4736

Clerk- Francina J Spoth
Town of Amherst
5583 Main St.
Williamsville, NY 14221

Dear, Francina Spoth

Please allow this letter to serve as notification that the following individual has joined the Swormville Fire Company as an active member. Please add their information to your records.

David R Reilly
(Name)

1307 New Rd.
(Address)

Amherst, NY. 14228

The residency verification forms are enclosed. I can be reached at (716) 206-2540 with any questions.

Thank you for your assistance in this matter.

Sincerely,

Robt J Reilly V.P.
Membership Committee

Attachment: img-606085404-0001 (RES-2024-509 : New Firefighter for Swormville Fire Company)

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 29065 **RESOLUTION 2024-510** **ADOPTED**

Fireworks Display - Country Club of Buffalo

Request for fireworks permit on July 4, 2024 at approx. 9:30 pm at Country Club of Buffalo, 250 Youngs Road with the following conditions:

1. That the spectators, parking areas and structures be 350 feet from the fireworks discharge location for vertical mortars. (max. 5 inch shells)
2. That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
3. That the trajectory of shells shall not come within 25 feet of overhead objects.
4. That the approved shooters are Jerry Behlau and Andrey Behlau with any changes must be in writing to the Amherst Fire Inspectors a minimum of five days prior to the event.
5. If you would like to start the display earlier than the time proposed you must call 689-1212 before starting to be approved by our office.
6. Display shall follow NFPA 1123-2018 & IFC 2020.
7. Outdoor crowds over 1000 people require a certified crowd managers as per the International Fire Code.
8. The Amherst Town Board shall designate a time when the Fireworks display must conclude.
9. The submitted launch site is approved.

6/10/2024
Consent

FINANCIAL IMPACT:

Income for the Town

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

TOWN OF AMHERST
BUILDING DEPARTMENT
DIVISION OF FIRE SAFETY
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7142

FIRE PREVENTION / OPERATING PERMIT

APPLICATION DATE	DATE ISSUED	EXPIRATION DATE	PERMIT NUMBER
05/29/2024	05/29/2024	11/29/2024	FP-2024-0023

APPLICANT	ADDRESS	PHONE NUMBER
Youngs Explosives Corporation	PO Box 18653 Rochester	585-394-1783

LOCATION OF ACTIVITY: Country Club of Buffalo - (SITE) 250-309 Youngs Rd, Amherst, NY

THE ABOVE NAMED INDIVIDUAL/BUSINESS HEREBY MAKES APPLICATION TO CONDUCT THE FOLLOWING ACTIVITY PER CHAPTER 83 OF THE BUILDING CONSTRUCTION ADMINISTRATION CODE OF THE TOWN OF AMHERST AND FOR THE KEEPING, STORAGE, OCCUPANCY, USE, SALE, HANDLING, OR MANUFACTURE OF THE FOLLOWING: (STATE QUANTITIES NORMALLY TO BE STORED, HOW STORED, OR USED, GIVING AMOUNTS FOR EACH KIND OR CATEGORY.)

Fireworks Display
7/4/2024 at approx 9:30 PM
Must comply with IFC and NFPA
5 inch shell max (350 Foot Clearance)
Fire extinguishers required
Amherst Town Board shall set a time for display to conclude

IN ACCORDANCE WITH THE FIRE PREVENTION CODE OR NFPA SECTION(S):

APPROVED BY FIRE OFFICIAL	DATE	FEE PAID
B. W.	05/29/2024	150.00

THIS PERMIT MUST BE POSTED ON THE ABOVE MENTIONED PREMISES

STATEMENT

I HEREBY ACKNOWLEDGE THAT: I HAVE READ THIS APPLICATION, THAT THE INFORMATION GIVEN IS CORRECT, AND THAT I AM THE OWNER OR DULY AUTHORIZED TO ACT IN THE OWNER'S BEHALF AND AS SUCH HEREBY AGREE TO COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE FIRE PREVENTION CODE.

Signature	James Young - President, Young Explosives Corporation
	Title

DO NOT WRITE BELOW THIS LINE

COMMENTS:

SIGN HERE

APPROVED BY FIRE OFFICIAL DATE

WHERE APPLICABLE - SEPARATE PERMITS ARE REQUIRED FOR BUILDING CONSTRUCTION ACTIVITY INCLUDING ELECTRICAL, PLUMBING, AND MECHANICAL INSTALLATIONS.

Attachment: CCB 2024 July Fireworks-0529202412001 1 (RES-2024-510 : Fireworks Display - Country Club of Buffalo)

TOWN OF AMHERST
BUILDING DEPARTMENT
ERIE COUNTY, NEW YORK
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7080
FAX: (716) 631-7192

Mark Berke P.E.
Commissioner of Building

Memorandum

DATE: May 29, 2024

TO: Francina Spoth, Town Clerk

FROM: Bryan W. Parnell, Senior Fire Inspector

RE: Fireworks Display – Country Club of Buffalo 250 Youngs Rd

DATE & TIME: Thursday July 4, 2024 @ 9:30 PM

All items required on the application appear to be in order. Therefore, we hereby recommend the approval of this application with the following conditions.

1) That the Spectators, parking areas and structures be 350 feet from the fireworks discharge location for vertical mortars. (max. 5 inch shells)
2) That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
3) That the trajectory of shells shall not come within 25 feet of overhead objects.
4) That the approved shooters are Jerry Behlau and Andrey Behlau with any changes must be in writing to the Amherst Fire Inspectors a minimum of 5 days prior to the event.
5) If you would like to start the display earlier than the time proposed you must call 689-1212 before starting to be approved by our office.
6) Display shall follow **NFPA 1123-2018** & **IFC 2020**.
7) Outdoor crowds over 1000 people require a certified crowd managers as per the International Fire Code.
8) The Amherst Town Board shall designate a time when the Fireworks display must conclude.
9) The submitted launch site is approved.

Bryan W. Parnell

Senior Fire Inspector
Fire Safety Division

X:\DOCS\BWP\fireworks display\2024\250 Youngs Rd 7-4-2024.docx

Attachment: CCB 2024 July Fireworks-05292024120011 (RES-2024-510 : Fireworks Display - Country Club of Buffalo)

TOWN OF AMHERST

TOWN CLERK'S OFFICE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7021
FAX (716) 631-7152
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Timothy Koller
Deputy Town Clerk

Memorandum

To: Bryan Parnell – Building Dept.

From: Ashley Brownson

Date: May 20, 2024

RE: Country Club of Buffalo

Enclosed is the application and related documentation for a FIREWORKS display on Thurday, July 4, 2024 at 250 Youngs Rd., Williamsville, NY 14221, per site map, approximately at 9:30 PM.

Please review and return, with any recommendations at your earliest convenience so that we can put it on the Agenda.

Thank you

Ashley

Attachment: CCB 2024 July Fireworks-05292024120011 (RES-2024-510 : Fireworks Display - Country Club of Buffalo)

Town of Amherst, 5583 Main St., Williamsville, NY 14221 PH: 716-631-7045 FX: 716-631-7152

APPLICATION FOR FIREWORKS DISPLAY

The undersigned hereby makes application to the Town Board of the Town of Amherst to acquire a license pursuant to Chapter 68 (Amusements) of the Code of the Town of Amherst for the public display of fireworks in the Town of Amherst, Erie County, New York:

1. Name of individual/company sponsoring the display and the names of the persons actually to be in charge of the firing of the display areas: Sponsor: Country Club of Buffalo

   Display Company: Young Explosives Corporatio

2. Date and time of day at which the display is to be held: Add reason for display: wedding, corporate event etc.

   Thursday, July 4, 2024 for Country Club of Buffalo's annual 4th of July celebration , 9:30pm

3. Exact location planned for the display:

   Country Club of Buffalo's golf course, below 18th hole (site map attached)

4. Age, experience and physical characteristics of individuals who are to discharge fireworks:

   Jerry Behlau- eye (haz), hair (gry), Hgt (6'3"), wt (average)

   Audrey Behlau- eye (blue), hair (gry), Hgt (average), weight (average)

5. Number and kind of fireworks to be discharged (include largest shell size):

   Approx. 225 misc. 1.3G and 1.4G shells with the largest size of 5" (350' fallout radius)

6. Manner and place of storage of these fireworks prior to the display:

   With Young Explosives at all times.

7. Attached is a diagram of the grounds on which the display is to be held. This diagram shows the point at which the fireworks are to be discharged, the location of all the buildings, highways, and other lines of communications in addition to the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone lines or other overhead obstructions.

8. This application shall be accompanied by a bond or policy of public liability insurance with a limit of $3,000,000 for personal injuries and $1,000,000 for property damage and proof of Workers' Compensation Insurance.

9. This application for a Fire Prevention Operating Permit (Code 52) must be accompanied by a check in the amount of $90 made out to "Town of Amherst".

Date:

Company, Corporation or Individual

James R. Young on behalf of Country Club of Buffalo

By: James R Young

STATE OF NEW YORK
Monroe COUNTY
TOWN OF Rochester

Sworn to before me this 14th day of May 2024

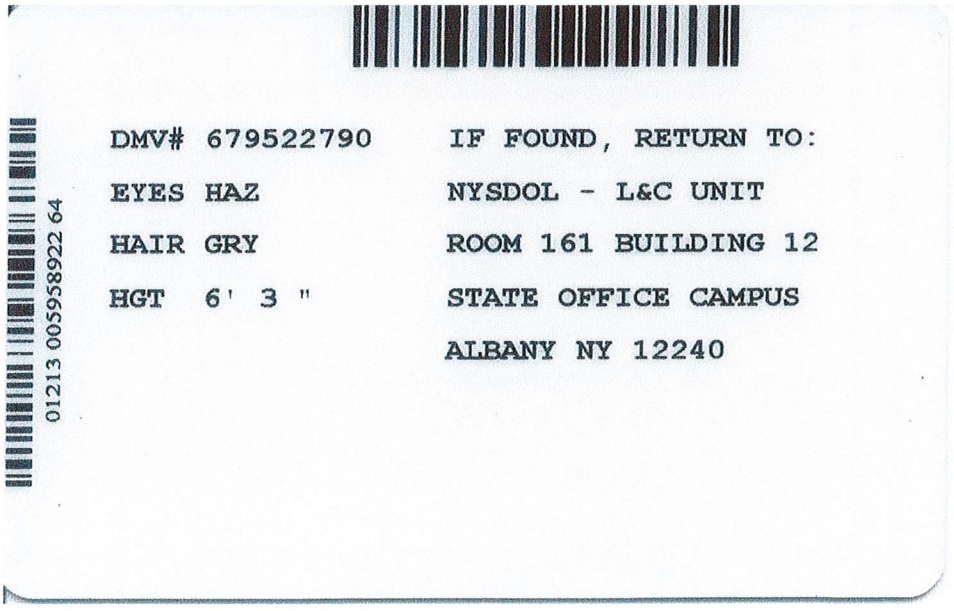
Notary Public

CURTIS D. CHAMBERS
Notary Public, State of New York
No. 01CH0006038
Qualified in Monroe County
Commission Expires April 24, 2027

9.30.09

Attachment: CCB 2024 July Fireworks-05292024120011 (RES-2024-510 : Fireworks Display - Country Club of Buffalo)





Attachment: CCB 2024 July Fireworks-05292024120011 (RES-2024-510 : Fireworks Display - Country Club of Buffalo)



250 N Youngs Rd
Williamsville (Town of Amherst)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/6/2024

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 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:
Acrisure, LLC dba Britton Gallagher & Associates One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Young Explosives Corporation P.O. Box 18653 Rochester NY 14618	INSURER A : Everest National Insurance Company	10120
	INSURER B : Axis Surplus Insurance Company	26620
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1450330697 **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:	Y	Y	SI8GL00353-241	3/20/2024	3/20/2025	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 $ 500,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	SI8CA00054-241	3/20/2024	3/20/2025	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 RETENTION $	Y	Y	P-001-000088056-06	3/20/2024	3/20/2025	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Date: Thursday, July 4, 2024
Location: Below 18th hole on golf course grounds
Additional Insured: Country Club of Buffalo; Town of Amherst, NY
Group Code: Cert#24-157

CERTIFICATE HOLDER

Country Club of Buffalo
240 North Youngs Road
Williamsville NY 14421
United States

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

© 1988-2014 ACORD CORPORATION. All rights reserved.

Attachment: CCB 2024 July Fireworks-0529202412001 1 (RES-2024-510 : Fireworks Display - Country Club of Buffalo)

SH-862 (3/22)
DIVISION OF SAFETY HEALTH
LICENSE AND CERTIFICATE UNIT
STATE OFFICE CAMPUS, BLDG. 1
ALBANY, NY 12226

WE ARE YOUR DOL
NEW YORK STATE | Department of Labor

Expires: 3/31/2025
THIS LICENSE MUST BE POSTED IN YOUR PLACE OF BUSINESS
License No. D-2316

LICENSE TO DEAL IN OR MANUFACTURE EXPLOSIVES

Young Explosives Corporation
PO Box 18653
Rochester, NY 14618
James R. Young

is hereby licensed to deal in or manufacture explosives in compliance with the requirements of the Labor Law and Industrial Code Rules. Any change in the conditions under which this license is granted may cause it to be revoked.

Every person selling, delivering or giving away any explosives must keep at the principal place of business within the state, a record of each transaction, including:

1) the NAME or TYPE and QUANTITY of explosives SOLD, DELIVERED or GIVEN. Note: No license is needed to purchase smokeless powder, or black powder and quantity is not exceeding five pounds for use in firing antique firearms or artifacts or replicas thereof. However, dealers MUST post all such transactions on the "Dealer-Manufacturer Report of Explosives Transactions".

2) the DATE OF EACH SALE, DELIVERY or GIFT.

3) the NAME, LICENSE NUMBER, and BUSINESS ADDRESS of the purchaser, donee, or person to whom the explosives were delivered and the firm, if any, represented by such person.

4) the NAME, ADDRESS, and LICENSE NUMBER of the person TAKING THE EXPLOSIVES AWAY from the seller or donor.

Amy Phillips, Director
FOR THE COMMISSIONER OF LABOR

SH-862 (5-98)

Attachment: CCB 2024 July Fireworks-0529202412001l (RES-2024-510 : Fireworks Display - Country Club of Buffalo)

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	6-NY-069-21-4K-00338
Chief, Federal Explosives Licensing Center (FELC)	Mama Howard	Expiration Date	October 1, 2024

Name
YOUNG EXPLOSIVES CORP

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
2165 NEW MICHIGAN ROAD
CANANDAIGUA, NY 14424-0000

Type of License or Permit
21-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

YOUNG EXPLOSIVES CORP
PO BOX 18653
ROCHESTER, NY 14618-0000

Licensee/Permittee Responsible Person Signature	Position/Title
James R. Young	11/4/2021
Printed Name	Date

Previous Edition is Obsolete — YOUNG EXPLOSIVES CORP;2165 NEW MICHIGAN ROAD;14424;6-NY-069-21-4K-00338;October 1, 2024;21-MANUFACTURER OF EXPLOSIVES — ATF Form 5400.14/5400.15 Part 1 Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **YOUNG EXPLOSIVES CORP**

Business Name:

License/Permit Number: **6-NY-069-21-4K-00338**

License/Permit Type: **21-MANUFACTURER OF EXPLOSIVES**

Expiration: **October 1, 2024**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

For Permit Use Only

Attachment: CCB 2024 July Fireworks-0529202412001l (RES-2024-510 : Fireworks Display - Country Club of Buffalo)

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)
YOUNG EXPLOSIVES CORP.
2165 NEW MICHIGAN ROAD
CANANDAIGUA, NY 14424

1b. Business Telephone Number of Insured
(585) 394-1783

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*

1c. Federal Employer Identification Number of Insured or Social Security Number
160900107

2. Name and Address of Entity Requesting Proof of Coverage
(Entity Being Listed as the Certificate Holder)
YOUNG EXPLOSIVES CORPORATION
P.O. BOX 18653
ROCHESTER, NY 14618

3a. Name of Insurance Carrier
New York State Insurance Fund (NYSIF)
3b. Policy Number of Entity Listed in Box "1a"
DBL 6163 63 - 9
3c. Policy effective period
04/01/2023 to 04/01/2025

4. Policy provides the following benefits:
- ☒ A. Both disability and paid family leave benefits
- ☐ B. Disability benefits only
- ☐ C. Paid family leave benefits only

5. Policy covers:
- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
- ☐ B. Only the following class or classes of 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 3/4/2024 By Kristin Markwica
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title **Kristin Markwica, Head of Disability Insurance Unit**

IMPORTANT: If Box 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, DB 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)

Certificate Number 777716

Attachment: CCB 2024 July Fireworks-0529202412001 1 (RES-2024-510 : Fireworks Display - Country Club of Buffalo)

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

^ ^ ^ ^ ^ ^ 160900107
YOUNG EXPLOSIVES CORP
P O BOX 18653
ROCHESTER NY 14618

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
YOUNG EXPLOSIVES CORP P O BOX 18653 ROCHESTER NY 14618	YOUNG EXPLOSIVES CORPORATION PO BOX 18653 ROCHESTER NY 14618-1461

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
R 400 999-9	135554	01/01/2024 TO 01/01/2025	4/5/2024

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 400 999-9, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT
JAMES YOUNG
1 OF 1 EXECUTIVE OFFICER OF
YOUNG EXPLOSIVES CORP

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 5 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 406881560

U-26.3

Attachment: CCB 2024 July Fireworks-0529202412001 1 (RES-2024-510 : Fireworks Display - Country Club of Buffalo)

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 29072 **RESOLUTION 2024-511** **ADOPTED**

Fireworks Display- Transit Valley CC

Request for fireworks permit on July 4, 2024 at approx. 9:45 pm at Transit Valley Country Club 8920 Transit Road with the following conditions:

1. That the spectators, parking areas and structures be 350 feet from the fireworks discharge location for vertical mortars. (max. 5 inch shells)
2. That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
3. That the trajectory of shells shall not come within 25 feet of overhead objects.
4. That the approved shooters are Matthew Sims and Karl Grohs with any changes must be in writing to the Amherst Fire Inspectors a minimum of 5 days prior to the event.
5. If you would like to start the display earlier than the time proposed you must call 716-689-1212 before starting to be approved by our office.
6. Display shall follow NFPA 1123-2018 & IFC 2020.
7. Outdoor crowds over 1000 people require a certified crowd managers as per the International Fire Code.
8. The Amherst Town Board shall designate a time when the Fireworks display must conclude.
9. The submitted launch site is approved.

6/10/2024
Consent

FINANCIAL IMPACT:

Income for the Town

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

TOWN OF AMHERST
BUILDING DEPARTMENT
ERIE COUNTY, NEW YORK
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7080
FAX: (716) 631-7192

Mark Berke P.E.
Commissioner of Building

Memorandum

DATE: May 29, 2024

TO: Francina Spoth, Town Clerk

FROM: Bryan W. Parnell, Senior Fire Inspector

RE: Fireworks Display – Transit Valley CC – 8920 Transit Rd

DATE & TIME: Thursday July 4, 2024 @ 9:45 PM

All items required on the application appear to be in order. Therefore, we hereby recommend the approval of this application with the following conditions.

1) That the Spectators, parking areas and structures be 350 feet from the fireworks discharge location for vertical mortars. (max. 5 inch shells)
2) That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
3) That the trajectory of shells shall not come within 25 feet of overhead objects.
4) That the approved shooters are Matthew Sims and Karl Grohs with any changes must be in writing to the Amherst Fire Inspectors a minimum of 5 days prior to the event.
5) If you would like to start the display earlier than the time proposed you must call 716-689-1212 before starting to be approved by our office.
6) Display shall follow **NFPA 1123-2018** & **IFC 2020**.
7) Outdoor crowds over 1000 people require a certified crowd managers as per the International Fire Code.
8) The Amherst Town Board shall designate a time when the Fireworks display must conclude.
9) The submitted launch site is approved.

Bryan W. Parnell BWP

Senior Fire Inspector
Fire Safety Division

X:\DOCS\BWP\fireworks display\2024\250 Youngs Rd 7-4-2024.docx

Attachment: Fireworks TVCC July 24-05302024095826 (RES-2024-511 : Fireworks Display- Transit Valley CC)

TOWN OF AMHERST
BUILDING DEPARTMENT
DIVISION OF FIRE SAFETY
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7142

FIRE PREVENTION / OPERATING PERMIT

APPLICATION DATE	DATE ISSUED	EXPIRATION DATE	PERMIT NUMBER
05/30/2024	05/30/2024	11/30/2024	FP-2024-0025

APPLICANT	ADDRESS	PHONE NUMBER
Youngs Explosives Corporation	PO Box 18653 Rochester	585-394-1783

LOCATION OF ACTIVITY: Transit Valley Country Club - (SITE) 8920 Transit Rd, Amherst, NY

THE ABOVE NAMED INDIVIDUAL/BUSINESS HEREBY MAKES APPLICATION TO CONDUCT THE FOLLOWING ACTIVITY PER CHAPTER 83 OF THE BUILDING CONSTRUCTION ADMINISTRATION CODE OF THE TOWN OF AMHERST AND FOR THE KEEPING, STORAGE, OCCUPANCY, USE, SALE, HANDLING, OR MANUFACTURE OF THE FOLLOWING: (STATE QUANTITIES NORMALLY TO BE STORED, HOW STORED, OR USED, GIVING AMOUNTS FOR EACH KIND OR CATEGORY.)

7/4/2024 at approx 9:45 PM
Fireworks Display
Must comply with IFC and NFPA
5 inch max shell size (350 Foot clearance)
Fire Extinguishers Required
Amherst Town Board shall set the time that the display will conclude

IN ACCORDANCE WITH THE FIRE PREVENTION CODE OR NFPA SECTION(S):

APPROVED BY FIRE OFFICIAL	DATE	FEE PAID
BJ W. Pratt	05/30/2024	150.00

THIS PERMIT MUST BE POSTED ON THE ABOVE MENTIONED PREMISES

STATEMENT

I HEREBY ACKNOWLEDGE THAT: I HAVE READ THIS APPLICATION, THAT THE INFORMATION GIVEN IS CORRECT, AND THAT I AM THE OWNER OR DULY AUTHORIZED TO ACT IN THE OWNER'S BEHALF AND AS SUCH HEREBY AGREE TO COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE FIRE PREVENTION CODE.

James Young - President, Young Explosives Corporation

Signature | Title

DO NOT WRITE BELOW THIS LINE

COMMENTS:

SIGN HERE

APPROVED BY FIRE OFFICIAL | DATE

WHERE APPLICABLE - SEPARATE PERMITS ARE REQUIRED FOR BUILDING CONSTRUCTION ACTIVITY INCLUDING ELECTRICAL, PLUMBING, AND MECHANICAL INSTALLATIONS.

Attachment: Fireworks TVCC July 24-05302024095826 (RES-2024-511 : Fireworks Display- Transit Valley CC)

Town of Amherst, 5583 Main St., Williamsville, NY 14221 PH: 716-631-7045 FX: 716-631-7152

APPLICATION FOR FIREWORKS DISPLAY

The undersigned hereby makes application to the Town Board of the Town of Amherst to acquire a license pursuant to Chapter 68 (Amusements) of the Code of the Town of Amherst for the public display of fireworks in the Town of Amherst, Erie County, New York:

1. Name of individual/company sponsoring the display and the names of the persons actually to be in charge of the firing of the display areas: Transit Valley Country Club

   Young Explosives Corporation

2. Date and time of day at which the display is to be held: Add reason for display: wedding, corporate event etc.

   Thursday July 4, 2024 for 4th of July holiday celebration, 945pm

3. Exact location planned for the display:

   Transit Valley Country Club grounds: 8920 Transit Road, East Amherst, NY 14051

4. Age, experience and physical characteristics of individuals who are to discharge fireworks:

   Matthew Sims, over age 18, Green eyes, brown hair, 5' 7" tall

   Karl Grohs, over age 18, Blue eyes, brown hair, 5' 11" tall

5. Number and kind of fireworks to be discharged (include largest shell size):

   Approx. 240 misc. 1.3G and 1.4G shells with the largest shell size of 5" (350' fallout radius)

6. Manner and place of storage of these fireworks prior to the display:

   With Young Explosives at all times.

7. Attached is a diagram of the grounds on which the display is to be held. This diagram shows the point at which the fireworks are to be discharged, the location of all the buildings, highways, and other lines of communications in addition to the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone lines or other overhead obstructions.

8. This application shall be accompanied by a bond or policy of public liability insurance with a limit of $3,000,000 for personal injuries and $1,000,000 for property damage and proof of Workers' Compensation Insurance.

9. This application for a Fire Prevention Operating Permit (Code 52) must be accompanied by a check in the amount of $150 made out to "Town of Amherst".

Date:

Company, Corporation or Individual

James R. Young on behalf of Transit Valley Country Club

By: James R. Young

STATE OF NEW YORK

Monroe COUNTY

TOWN OF Rochester

Sworn to before me this 14th day of May 2024

Notary Public

CURTIS D. CHAMBERS
Notary Public, State of New York
No. 01CH0006038
Qualified in Monroe County
Commission Expires April 24, 2027

9/30/09

Attachment: Fireworks TVCC July 24-05302024095826 (RES-2024-511 : Fireworks Display- Transit Valley CC)

STATE OF NEW YORK - DEPARTMENT OF LABOR
PYROTECHNICIAN CERTIFICATE OF COMPETENCE

N.Y.S



MATTHEW F SIMS

CLASS: B
NON PROXIMATE AUDIENCE ONLY

THIS CARD MUST BE CARRIED
WHEN USING PYROT CERT# PR-763
EXPIRES 02/27

NYC & NYS CERTIFICATIONS REQUIRED IN NYC

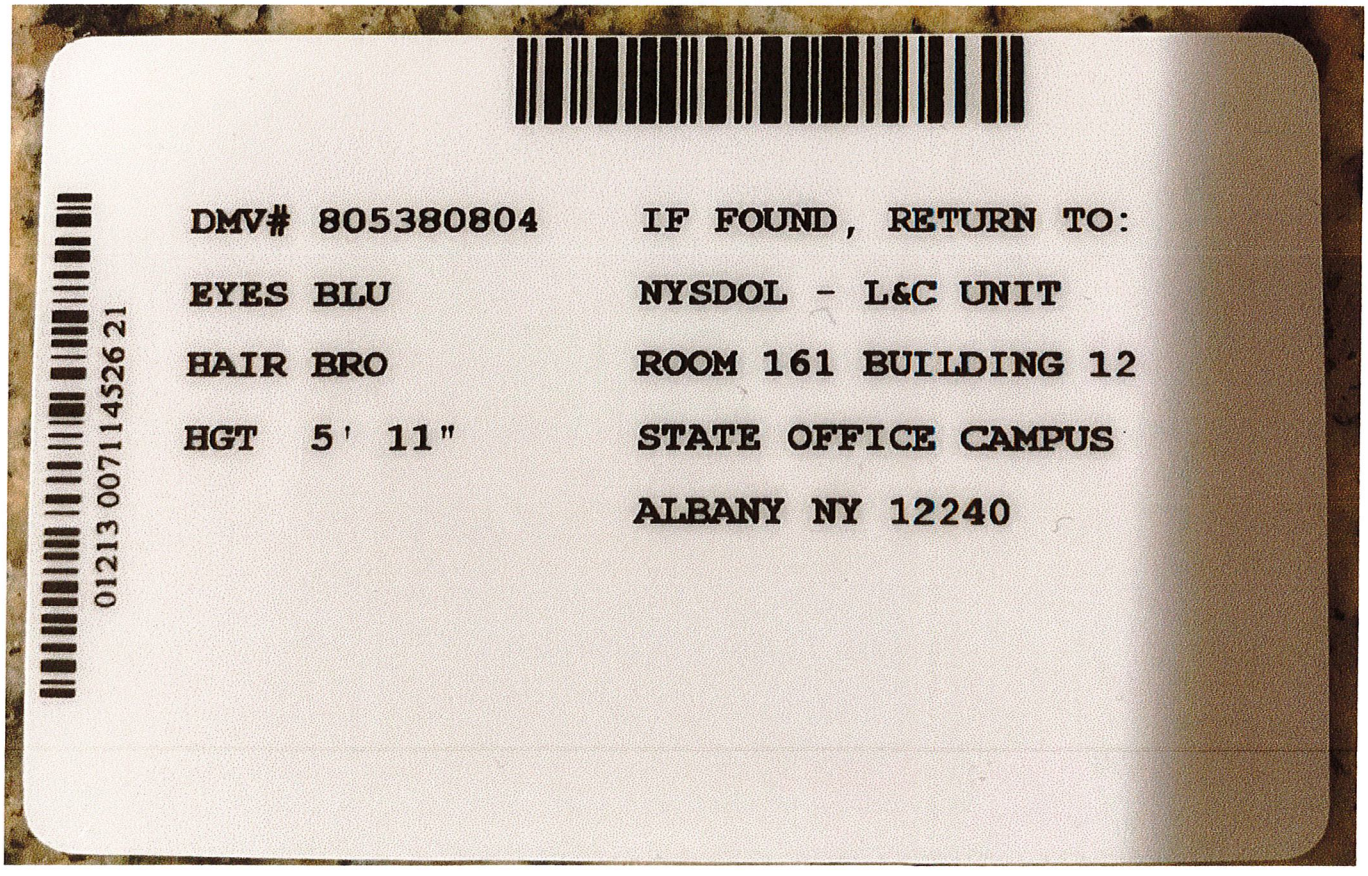
DMV# 955215436
EYES GRN
HAIR BRO
HGT 5' 7 "

IF FOUND, RETURN TO:
NYSDOL - L&C UNIT
ROOM 161 BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

01213 0071197738 81

Attachment: Fireworks TVCC July 24-05302024095826 (RES-2024-511 : Fireworks Display- Transit Valley CC)





Attachment: Fireworks TVCC July 24-05302024095826 (RES-2024-511 : Fireworks Display- Transit Valley CC)



Per NFPA 1123 350 feet Radius
(700 Ft Diameter) is minimum separation
Distance required for or 5-inch Shells

- Muegel Rd is >750 feet
- Nearest clubhouse structure is > 1,000 feet

Transit Valley CC – 8920 Transit Rd
(Dec 2021)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/6/2024

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 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 Acrisure, LLC dba Britton Gallagher & Associates One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 216-658-7100 **FAX (A/C, No):** 216-658-7101 **E-MAIL ADDRESS:**
INSURED Young Explosives Corporation P.O. Box 18653 Rochester NY 14618	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Everest National Insurance Company 10120 INSURER B : Axis Surplus Insurance Company 26620 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1841945721 **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:	Y	Y	SI8GL00353-241	3/20/2024	3/20/2025	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 $ 500,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	Y	Y	SI8CA00054-241	3/20/2024	3/20/2025	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 [ ] RETENTION $	Y	Y	P-001-000088056-06	3/20/2024	3/20/2025	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Date: Thursday, July 4, 2024
Location: Country Club Grounds
Additional Insured: Transit Valley Country Club; Town of Amherst, NY
Group Code: Cert#24-177

CERTIFICATE HOLDER

Transit Valley Country Club
8920 Transit Road
East Amherst NY 14051
United States

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

© 1988-2014 ACORD CORPORATION. All rights reserved.

Attachment: Fireworks TVCC July 24-05302024095826 (RES-2024-511 : Fireworks Display- Transit Valley CC)

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

^ ^ ^ ^ ^ ^ 160900107
YOUNG EXPLOSIVES CORP
P O BOX 18653
ROCHESTER NY 14618

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
YOUNG EXPLOSIVES CORP P O BOX 18653 ROCHESTER NY 14618	YOUNG EXPLOSIVES CORPORATION PO BOX 18653 ROCHESTER NY 14618-1461

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
R 400 999-9	135554	01/01/2024 TO 01/01/2025	4/5/2024

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 400 999-9, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT
JAMES YOUNG
1 OF 1 EXECUTIVE OFFICER OF
YOUNG EXPLOSIVES CORP

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 5 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 406881560

U-26.3

Attachment: Fireworks TVCC July 24-05302024095826 (RES-2024-511 : Fireworks Display- Transit Valley CC)

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)
YOUNG EXPLOSIVES CORP.
2165 NEW MICHIGAN ROAD
CANANDAIGUA, NY 14424

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
(585) 394-1783

1c. Federal Employer Identification Number of Insured or Social Security Number
160900107

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
YOUNG EXPLOSIVES CORPORATION
P.O. BOX 18653
ROCHESTER, NY 14618

3a. Name of Insurance Carrier
New York State Insurance Fund (NYSIF)

3b. Policy Number of Entity Listed in Box "1a"
DBL 6163 63 - 9

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 3/4/2024 By Kristin Markwica
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title **Kristin Markwica, Head of Disability Insurance Unit**

IMPORTANT: If Box 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, DB 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)

Certificate Number 777716

Attachment: Fireworks TVCC July 24-05302024095826 (RES-2024-511 : Fireworks Display- Transit Valley CC)

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	6-NY-069-21-4K-00338
Chief, Federal Explosives Licensing Center (FELC)	Mama Howard	Expiration Date	October 1, 2024

Name
YOUNG EXPLOSIVES CORP

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
2165 NEW MICHIGAN ROAD
CANANDAIGUA, NY 14424-0000

Type of License or Permit
21-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)
YOUNG EXPLOSIVES CORP
PO BOX 18653
ROCHESTER, NY 14618-0000

Licensee/Permittee Responsible Person Signature	Position/Title
James R. Young	11/4/2021
Printed Name	Date

Previous Edition is Obsolete

YOUNG EXPLOSIVES CORP;2165 NEW MICHIGAN ROAD;14424;6-NY-069-21-4K-00338;October 1, 2024;21-MANUFACTURER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **YOUNG EXPLOSIVES CORP**

Business Name:

License/Permit Number: **6-NY-069-21-4K-00338**

License/Permit Type: **21-MANUFACTURER OF EXPLOSIVES**

Expiration: **October 1, 2024**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

For Permit Use Only

Attachment: Fireworks TVCC July 24-05302024095826 (RES-2024-511 : Fireworks Display- Transit Valley CC)

SH-862 (3/22)
DIVISION OF SAFETY HEALTH
LICENSE AND CERTIFICATE UNIT
STATE OFFICE CAMPUS, BLDG. 1
ALBANY, NY 12226

WE ARE YOUR DOL
NEW YORK STATE | Department of Labor

Expires: 3/31/2025
THIS LICENSE MUST BE POSTED IN YOUR PLACE OF BUSINESS
License No. D-2316

LICENSE TO DEAL IN OR MANUFACTURE EXPLOSIVES

Young Explosives Corporation
PO Box 18653
Rochester, NY 14618
James R. Young

is hereby licensed to deal in or manufacture explosives in compliance with the requirements of the Labor Law and Industrial Code Rules. Any change in the conditions under which this license is granted may cause it to be revoked.

Every person selling, delivering or giving away any explosives must keep at the principal place of business within the state, a record of each transaction, including:

1) the NAME or TYPE and QUANTITY of explosives SOLD, DELIVERED or GIVEN. Note: No license is needed to purchase smokeless powder, or black powder and quantity is not exceeding five pounds for use in firing antique firearms or artifacts or replicas thereof. However, dealers MUST post all such transactions on the "Dealer-Manufacturer Report of Explosives Transactions".

2) the DATE OF EACH SALE, DELIVERY or GIFT.

3) the NAME, LICENSE NUMBER, and BUSINESS ADDRESS of the purchaser, donee, or person to whom the explosives were delivered and the firm, if any, represented by such person.

4) the NAME, ADDRESS, and LICENSE NUMBER of the person TAKING THE EXPLOSIVES AWAY from the seller or donor.

Amy Phillips, Director
FOR THE COMMISSIONER OF LABOR

SH-862 (5-98)

Attachment: Fireworks TVCC July 24-05302024095826 (RES-2024-511 : Fireworks Display- Transit Valley CC)

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 29106 **RESOLUTION 2024-512** **ADOPTED**

Carpet Harlem Road Community Center CRS #4872

Upon successful completion of CRS routing, please authorize the Supervisor to approve replacement of carpet at Harlem Road Community Center.

6/10/2024
Consent

FINANCIAL IMPACT:

A1620- 4220 - $1625.00

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

ALLASEN CARPET CO., INC.
394 FRANKLIN STREET
BUFFALO, NY 14202
Telephone: 716-854-3127 Fax: 716-854-4585

Page

ES400591

QUOTE

Sold To	Ship To
TOWN OF AMHERST 350 JOHN JAMES AUDUBON PARKWAY AMHERST, NY 14228	HARLEM ROAD COMMUNITY CENTER 4255 HARLEM ROAD AMHERST, NY 14226

Quote Date	MAIN	PO Number	Quote Number
04/09/24			ES400591

RE: 1 OFFICE

31 SY SHAW CARPET STYLE CONSTELLATION COLOR ORBIT.	558.00
LABOR TO INSTALL BROADLOOM CARPET	421.60
DEMOLITION OF EXISTING CARPET	186.00
DISPOSAL OF EXISTING CARPET	79.05
60 FT LABOR TO INSTALL 4" BASE	210.00
4 GAL SHAW 1200 CARPET ADHESIVE	50.00
3 FT OF DOORWAY REDUCER INSTALLED	10.00
45 SF SKIM COAT FLOOR	110.35

NYS CONTRACT #PC69411

RECEIVED
APR 15 2024
TOWN OF AMHERST
BLDG. MAINT. DEPT

04/15/24 11:10AM

Sales Representative(s):
ROBERT HAGER

Material:	0.(
Service:	1,625.(
Misc. Charges:	0.(
Sales Tax:	0.(
Misc. Tax:	0.(
QUOTE TOTAL:	**$1,625.(**

Attachment: allasenHRCC (RES-2024-512 : Carpet Harlem Road Community Center CRS #4872)

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 29097 **RESOLUTION 2024-513** **ADOPTED**

Emergency Replacement of HVAC Town Court CRS #3648

Please allow the Supervisor to approve the emergency purchase to replace the HVAC unit for the Town of Amherst Court due to failure of the current unit.

6/10/2024
Consent

FINANCIAL IMPACT:

A3649-2150 - $20,455.00

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

HVAC Justification-

ARPA wording:
(b)(4) Capital expenditures. A recipient, other than a Tribal government must prepare written justification for certain capital expenditures. Such written justification must include the following elements:

AMH Justification:

(i) Describe the harm or need to be addressed;	The HVAC unit located at Justice Facility-Town Court which has been in operation for two decades was diagnosed with a burned out compressor that is no longer available to replace do to obsolete R-22 refirgerant . A faulty compressor prevents the equipment from operating the cooling system. A unit operating at no capacity will not be to able achieve desired building temperatures.
(ii) Explain why a capital expenditure is appropriate; and	The typical life of an HVAC unit is 15-20 years. The 20 year old unit has exceeded its expected life capacity and unable to produce cooling.
(iii) Compare the proposed capital expenditure to at least two alternative capital expenditures and demonstrate why the proposed capital expenditure is superior.	The proposed capital expenditure is superior in that not only does it replace the damaged unit, but also improves the air quality for the building users using 2-inch MERV 13 filters and the addition of (1) iWave-C commercial grade, in-duct air cleaners, meant to reduce bacteria and viruses from the air, including covid. In addition to the new unit the iWave-C air cleaners will also help prevent dust, debris, and allergens from the air to keep the flow of clean air in the space and inside of the unit itself.

Also, Under public health pg 56 of the Final Rule: Part A COVID-19 Mitigation and Prevention- “enumerated eligible uses of funds in this category include: ventilation improvements in congregate settings”. Since this is a HVAC unit that needs replacement this would improve the current situation by allowing for cool air flow. We are preventing COVID-19 by not having stagnant air. If we use public health under mitigation and prevention, the rule says we can use the general public as our target population, rather than having to identify a low-income one under a different sector.

Attachment: Court of ARPA HVAC (RES-2024-513 : Emergency Replacement of HVAC Town Court CRS

NOCO Mechanical
2440 Sheridan Drive
Tonawanda, NY 14150
(716) 614-6610

BILL TO
Town of Amherst Justice Facility-TOWN COURT
400 John James Audubon Parkway
Buffalo, NY 14228 USA

ESTIMATE	ESTIMATE DATE
63919781	Apr 12, 2024

JOB ADDRESS
Town of Amherst Justice Facility
400 John James Audubon Parkway #1
Buffalo, NY 14228 USA

Job:

ESTIMATE DETAILS

Install Trane 10-ton Cooling only w/ curb adapter:
- Demo existing Lennox cooling only RTU.
- Furnish and install 1 ea. KCC Custom curb adapter
- Furnish and install 1 ea. Trane Foundation ECC120A3E0B3YXA cooling only
- Furnish and install 1 ea. MicroMetl Economizer
- Furnish crane lift and disposal of existing unit
- Provide coordination with U&S controls at owner expense
- Provide expedited shipping 24-48 hours

- Furnish and Install 4 ea. MERV 13 filters
- Furnish and Install 1 ea. iWave-C Air Ionization System
- Cost is not to exceed the quoted price of $23,577.00

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
Commercial Installation	Commercial Installation: . 10-ton Trane Foundation RTU Cooling only W/ Adapter and economizer	1.00	$16,500.00	$16,500.00
Commercial Installation	Commercial Installation: Crane Lift by J&S	1.00	$875.00	$875.00
Commercial Installation	Commercial Installation: 24 Hours Labor @ $95.00 - 3 Technicians	1.00	$2,280.00	$2,280.00
Commercial Installation	Commercial Installation: Provide & install iWave air purification system & MERV 13 filters	1.00	$800.00	$800.00

Attachment: Justice Facility Proposal 10T Cooling only RTU Replacement (RES-2024-513 : Emergency Replacement of HVAC Town Court CRS #3648)

SUB-TOTAL	$20,455.00
TAX	$0.00
TOTAL	$20,455.00

Thank you for your continued patronage.
***Please remit payment to: 2440 Sheridan Drive, Tonawanda, NY 14150. Make checks payable to: NOCO Mechanical.

CUSTOMER AUTHORIZATION

I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Notes

· Unit sizing and specifications provided by _____/matching existing equipment

· Excluded from this bid are:

o Additional equipment/material purchases not defined in scope.
o Costs and work arising from "Acts of God"
o Costs associated with increasing utility supply to site.
o Costs associated with electrical work necessary to power equipment being installed.
o Costs and delays associated with building inspector permitting.
o Hazardous material removal
o Costs associated with unforeseen/concealed site conditions.
o Costs associated with roof flashing/sealing.
o Overtime / off-hours work
o Warranties for work not performed by NOCO.

Purchase Order Terms and Conditions

CONTRACT DOCUMENTS: The "Contract Documents" shall consist of this Purchase Order, a Proposal, and any and all drawings, plans, specifications, appendices, addenda, amendments, and change orders thereto, all of which are incorporated herein and made a part hereof. "Customer" shall mean the party acknowledging the front side of this Purchase Order; "NOCO" shall mean NOCO Mechanical, a wholly owned subsidiary of NOCO, LLC, its affiliates, successors, or assigns.

ACCEPTANCE: This Purchase Order constitutes an offer by NOCO to Customer upon the terms and conditions stated herein and shall become a binding contract upon such terms and conditions upon receipt of written acknowledgment and/or furnishing of Products/Services by NOCO. The terms and conditions contained in this Purchase Order shall not be changed, modified, or otherwise altered, and each delivery of Products/Services by NOCO shall be deemed to be in accordance with these terms and conditions, unless any such change, modification, or alteration is set forth in a written instrument signed by an authorized representative of Customer.

PRICE; PAYMENT: The Products/Services ordered hereby shall be furnished at the price specified. If no price is specified, NOCO agrees, by acceptance of this Purchase Order, to furnish such Products/Services at the current prevailing market price for such Products/Services whichever is higher. Purchaser shall pay NOCO for actual Products/Services furnished at the rate specified in the Purchase Order. Customer shall pay for any out-of-pocket expenses only if such reimbursement is provided for in the specified Purchase Order, only on the basis specifically provided therein.

WARRANTY: NOCO warrants its labor for a period of one year from the date of installation pursuant to this Purchase Order, together with the Manufacturer's warranty on parts and equipment. NOCO further warrants that shall be in accordance with the Contract Documents, the products and services shall be free from defects in material and/or workmanship, and merchantable. NOCO does not warranty claims or damages arising from storms, fires, electrical surges, physical destruction, intentional client misconduct, and/or other acts of God.

CHANGE ORDERS: NOCO reserves the right, upon notice to the Customer after issuance of this Purchase Order at any time, to make changes to this Purchase Order due to unforeseen conditions that increase or change the labor and or equipment

Attachment: Justice Facility Proposal 10T Cooling only RTU Replacement (RES-2024-513 : Emergency Replacement of HVAC Town Court CRS #3648)

necessary to complete the scope of work. If any such changes cause an increase or decrease in the cost of or time required for performance, an equitable adjustment shall be made to the price or the delivery schedule or both. If NOCO claims any change increases the price, such claim shall be made in writing and Customer agrees to execute such change order in a timely manner.

COMPLIANCE WITH LAWS: NOCO represents that in the furnishing of Products/Services pursuant to this Contract, it has and will comply with all federal, state, and local laws, rules, standards, and regulations applicable thereto, and that any Products/Services furnished comply with all such laws, rules, standards, and regulations.

FORCE MAJEURE: In the event of fires, flood, strikes, lockouts, or other labor unrest, accident, war, riots, acts of governmental authorities, or other similar causes beyond NOCO's control and affecting its use of the Products/Services specified herein, NOCO reserves the right, without liability, to defer installation of the Products/Services ordered, or to cancel this Contract. In the event NOCO incurs any loss on account of the cancellation of this Contract, a reasonable adjustment shall be negotiated. If NOCO claims any such loss, such claim shall be made in writing within thirty days of cancellation or shall be deemed to have waived any such claim.

GOVERNING LAW; VENUE: This Contract shall be interpreted under and governed by the laws of the State of New York, without regard to any conflict of law principles. Any action or proceeding arising out of this

Contract shall have as its venue a court located in Erie County, New York, and Owner consents to the personal jurisdiction of any such court. Customer specifically waives its rights to a Jury trial.

INSURANCE: Prior to furnishing any Products/Services, NOCO shall procure and maintain in force for the duration of its work, workers' compensation insurance, employer's liability insurance, automobile liability coverage in an amount not less than $1,000,000.00 combined bodily injury and property damage, comprehensive general liability insurance in an amount not less than $1,000,000.00 per single occurrence, or $2,000,000.00 in the aggregate, excess and/or umbrella insurance coverage in an amount not less than $5,000,000.00. The Customer and all of its related entities shall be named as additional insureds on all of these policies, except for any workers' compensation policies. A certificate of insurance on an approved form, together with a complete copy of the policy and all endorsements thereto, shall be delivered at the request of the Customer. All such policies must provide that they may not be terminated, nor may coverage be reduced except after thirty (30) days' prior written notice to the Customer.

INDEMNIFICATION: To the fullest extent permitted by law, Customer shall indemnify, hold harmless, and defend NOCO, its agents, employees, and representatives, or any of them from and against any and all liabilities, penalties, costs, losses, damages, claims, demands, and expenses, including but not limited to attorneys' fees, costs, and expenses (whether incurred as the result of a third-party claim or to enforce this provision), arising out of or in any way related to NOCO's Products/Services pursuant to this Contract. The customer's indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that otherwise would exist under the law of New York State. The Customer specifically warrants that this indemnification includes New York Sates Scaffold Law.

CONFLICT: In the event of a conflict between the terms of the Contract Documents and any other agreement exchanged between the parties, the terms of the Contract Documents shall apply.

Sign here Date

Attachment: Justice Facility Proposal 10T Cooling only RTU Replacement (RES-2024-513 : Emergency Replacement of HVAC Town Court CRS #3648)

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 29101 **RESOLUTION 2024-514** **ADOPTED**

Budget Transfer and Amendments

For June 10, 2024 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 06/05/2024
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:***

N2241.4000 AMH 1st Time- Contractual $214,773.81 N2255.4000 AMH HOME Rent $214,773.81
Requested per department.

BUDGET AMENDMENTS - 2024

INCREASE: ***INCREASE:***

N2344.02785 CHEEK Housing- PI $6,750.00 N2344.4000 Contractual $6,750.00
N2349.02785 CHEEK Admin- PI $750.00 N2349.4003 10% Admin $750.00
To recognize Community Development program income from 49 Clover, Cheektowaga.

A3122.02410 Police Bailey Ave. Rentals $12,900 A3122.4220 Buildings and Grounds $12,900
To recognize Bailey Ave. rentals and increase expenditures for use of facilities by outside entities.

D5112.03507 State Aid - CHIPS $1,172,971.43 D5112.2800 CHIPS $1,172,971.43
To adjust the budget for CHIPS funding, CHIPS $4,262.08, Pave NY 202,177.24, EWR $166,886.68, POP $134,784.83 and rollover amounts of $664,860.60.

N2344.02785 CHEEK Housing- PI $5,220.00 N2344.4000 Contractual $5,220.00
N2349.02785 CHEEK Admin- PI $580.00 N2349.4003 10% Admin $580.00
To recognize Community Development program income from 328 Ellen, Cheektowaga.

DECREASE: ***INCREASE:***

A 0909 General Fund Assigned Fund Balance $200,000 A1220.4110 Contractual $200,000
To adjust Assigned Fund Balance for Community Benefit Fee that was assigned to Amherst Central School District as part of Princeton Court and Oxford Village PILOT negotiations to be used for a capital project by Amherst Central School District.

6/10/2024
Consent

FINANCIAL IMPACT:

See Descriptions.

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

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29103 **RESOLUTION 2024-515** **ADOPTED**

Award of Special Inspections & Testing – Whitestone Associates Engineering & Geology NY, PLLC Royal Park Sports Complex T.O.A. Project No. 2019.055 CRS #4866

Subsequent to receiving three (3) proposals for the above referenced professional services and upon review, we recommend that Whitestone Associates Engineering & Geology NY, PLLC, 500 Canal View Boulevard Rochester, NY 14623, be awarded the attached unit prices as per the proposal summary and cost estimate in an amount not to exceed $6,950.00. New York State Building Code requires that an approved inspection and testing program be carried out throughout construction and documented by qualified "special inspectors".

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

Funds are available for this contract from KP2303.4971. Thank you for considering this request.

6/10/2024
Consent

FINANCIAL IMPACT:

Funds are available for this contract from KP2303.4971 cost estimate in an amount not to exceed $6,950.00.

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

Royal Park

Sports Complex

Professional Services Special Inspections & Testing

T.O.A. Job No. 2019.055

No.	Professional Services Firm	Professional Services Total
1	Whitestone	$6,950.00
2	Encorus Group	$9,377.50
3	Terracon	$10,563.75

Attachment: Royal Park CRS - Special Inpsections (RES-2024-515 : Award of Special Inspections & Testing – Whitestone Associates

WHITESTONE

116 GRUNER ROAD
BUFFALO, NY 14227
716.770.0078
whitestoneassoc.com

Attachment: Royal Park CRS - Special Inpsections (RES-2024-515 : Award of Special Inspections & Testing – Whitestone Associates

P R O P O S A L

May 23, 2024

via email

TOWN OF AMHERST
1100 North Forest Road
Williamsville, New York 14221

Attention: Mr. Michael Hitzel
Project Architect

Regarding: CONSTRUCTION PHASE TESTING & INSPECTION SERVICES
PROPOSED ROYAL PARK SPORTS COMPLEX
187 WEST ROYAL PARKWAY
AMHERST, ERIE COUNTY, NEW YORK
WHITESTONE PROPOSAL NO.: PRY32479G.R24

Dear Mr. Hitzel:

Whitestone Associates Engineering & Geology NY, PLLC (Whitestone) is pleased to submit this proposal to provide construction phase testing and inspection (CPT&I) services in support of the project referenced above. This proposal is based on the May 17, 2024 request from the Town of Amherst and experience with similar projects.

PROJECT DESCRIPTION

The project located at 187 West Royal Parkway, Amherst, Erie County, New York includes a new turf field, splash pad, tennis courts, pickle ball courts, walking paths, parking lot, and new restroom/fieldhouse building. The building is a new construction consisting of concrete foundations and wood framing.

SCOPE OF SERVICES

Whitestone's proposed CPT&I services may include the following, to the extent requested and scheduled by the client or the client's authorized agent:

- monitoring proofroll inspections of proposed subgrade surfaces, determining depths of overexcavation, as necessary, and reviewing subgrade conditions prior to structural fill and/or backfill placement;
- monitoring foundation subgrade excavations conducting and footing bottom testing for compliance with regard to soil bearing capacity requirements, as determined by comparison to the geotechnical report and/or project specifications;

- conducting laboratory analyses of soils including moisture density relationships, and engineering soil classifications, as required to classify and monitor fill and subgrade material;
- inspecting structural backfill placement for conformance to project specifications with regard to material, lift thickness, and compaction, including in-place density testing during fill placement;
- inspecting concrete reinforcing steel for size, type, placement, support, splice and cleanliness;
- testing and inspecting concrete including slump, temperature, air content, batch-to-placement time monitoring, concrete cylinder fabrication, and compressive strength testing;
- inspecting wood framing for general conformance to project specifications with regard to size, type, placement, and connections; and
- providing construction phase engineering services including coordination and management of reviews, attending project meetings, preparing and reviewing reports, and providing consultation and project management as required.

PLANNING ASSUMPTIONS

Whitestone proposes to conduct the above-referenced services as requested by the client and as scheduled by the contractor, engineer or other client authorized representatives. Whitestone requires a minimum of one business day advance notice for all field services.

Services will be provided with respect to project plans and specifications and as authorized by the client. Whitestone will be responsible only for conducting tests and inspections and reporting results as requested by the client or client's authorized agent(s). The client is responsible for ensuring that local requirements are satisfied. Whitestone will not be authorized to stop construction related work, issue change orders or approve such work.

The contractor will be responsible for all workmanship and for conducting work in accordance with the plans and specifications. Whitestone's testing and inspection activities shall in no way relieve the contractor of this duty.

The results of Whitestone's inspections will be provided in field and laboratory reports. Whitestone's professional opinion will be offered on a consulting basis for approval by the site architect or engineer as required by the owner.

COST PROPOSAL

Whitestone will provide the CPT&I services outlined above on a unit rate basis with the unit price schedules below. Whitestone recommends an initial allotment of **$6,950.00**, which includes reimbursable expenses and project management. Whitestone assumes services will be provided part-time Monday through Friday with a work schedule of up to eight hours per day, however, based on the actual construction schedule, additional technicians may be needed on any given day. *The actual total cost of inspections will depend on the testing scheduled, retesting and consultation/project management required, which will depend primarily on the contractor's schedule and performance.*

Attachment: Royal Park CRS - Special Inpsections (RES-2024-515 : Award of Special Inspections & Testing – Whitestone Associates

CPT&I SERVICES (Unit Rate)	½ - Day[1]	Full Day[2]	Overtime[3]
Materials Testing			
Soil Compaction Testing:	$ 240.00	$ 480.00	$ 75.00/hr
Concrete Technician:	$ 240.00	$ 480.00	$ 75.00/hr
Senior Inspector/Geologist:	$ 320.00	$ 640.00	$ 95.00/hr
Wood Framing Inspector:	$ 360.00	$ 720.00	$ 110.00/hr

Project Management, Engineering & Reporting	Hourly Rate
Staff Engineer:	$ 115.00/hr

Related Expenses	Unit Rate
Laboratory Proctor Test:	$ 175.00 each
Concrete Compressive Strength Test:	$ 22.00 each
Sieve Analysis (Dry):	$ 65.00 each
Moisture Content:	$ 20.00 each
Specific Gravity:	$ 25.00 each
Mileage:	$ IRS rate/mile[4]
Equipment Fee:	$ 55.00/day

1 Minimum half-day rates are considered up to four hours on site.
2 Full day rates are considered from four hours to eight hours on site during normal hours of 5:00 AM to 6:00 PM.
3 Overtime rates apply for hours billed in excess of eight hours per day or on weekends and holidays. Nightwork conducted between 6:00 PM and 5:00 AM will be billed at overtime rates.
4 Mileage – IRS rate/mile plus tolls and hourly travel time where applicable.

Additional consultation or engineering services including attending meetings, participating in conference calls, preparing supplemental correspondence and/or budgetary cost projections or other activities not specified will be billed in addition to the pricing above.

This proposal is subject to the *Terms and Conditions* outlined above and as attached hereto. Costs are exclusive of reimbursable expenses not specified, and additional services or out-of-scope work items will be confirmed in writing and invoiced in accordance with Whitestone's *Professional Services Rate Schedule* (copy attached) or a supplemental proposal. Please acknowledge your acceptance of this proposal by signing where indicated below.

Whitestone appreciates the opportunity to present a proposal for this project and looks forward to being of service to the Town of Amherst. Please contact us with any questions regarding this proposal.

Sincerely,

WHITESTONE

Charles B. Guzzetta, P.G.
Regional Manager, Upstate New York

Ryan R. Roy, P.E.
Vice President

CBG/rb P:\Proposal Folders\2024\PRY32479G.R24\Proposals and Contracts\AmherstNY-CPTI (PRY32479G.R24).doc
Enclosures

Attachment: Royal Park CRS - Special Inpsections (RES-2024-515 : Award of Special Inspections & Testing – Whitestone Associates

ACCEPTED:

TOWN OF AMHERST

By: _____
(Signature)

_____
(Print Name)

Title: _____

Date: _____

Attachment: Royal Park CRS - Special Inpsections (RES-2024-515 : Award of Special Inspections & Testing – Whitestone Associates

WHITESTONE

May 23, 2024 (the “Effective Date”)

STANDARD TERMS AND CONDITIONS (the “Terms and Conditions”)

These Terms and Conditions form a part of the proposal of **WHITESTONE ASSOCIATES ENGINEERING & GEOLOGY NY, PLLC** and/or **WHITESTONE ASSOCIATES, INC.** (collectively, the "Firm"), and **TOWN OF AMHERST** (the "Client"):

I. INTERPRETATION AND CONSTRUCTION.

A. The Firm is involved in the business of providing professional engineering and professional geologist services, which may include environmental, geotechnical and construction support services. Client seeks to engage the Firm, and the Firm accepts such engagement, to provide various types of services on Client’s projects (each a “Project”) pursuant to the terms hereof and each separate proposal (each a “Proposal”) to be executed by the parties.

B. The parties desire for these Terms and Conditions to govern the relationship between the parties. Unless otherwise specifically set forth in a Proposal, in the event of a conflict or inconsistency between the Terms and Conditions and a Proposal, the Terms and Conditions shall take precedence, govern and control. The parties hereby acknowledge that these Terms and Conditions shall be incorporated by reference into each Proposal, as if fully set forth at length therein. The Terms and Conditions, collectively with the Proposal shall be referred to herein as the “Agreement”.

II. THE SERVICES.

A. Client hereby retains the Firm to provide the services as set forth in one or more Proposals (hereinafter the “Services”). The “Services” shall also include any additional or different services requested by the Client and the provision of which is agreed-upon by the Firm.

B. In the event that the Proposal includes the provision of Services to be provided by one or more Licensed Site Remediation Professionals (“LSRP”), the LSRP Rider shall be incorporated herein and made a part hereof.

C. In the event that the Proposal includes the provision of underground storage tank services, the Underground Storage Tank Services Rider shall be incorporated herein and made a part hereof.

III. PROFESSIONAL RESPONSIBILITY. The Firm represents that the Services shall be performed within the limits described in accordance with the “Scope of Services” contained in the Proposal, and in a manner consistent with that level of care and skill ordinarily exercised by comparable professional firms under similar circumstances at the time the Services are performed. No other representations to the Client, expressed or implied, and no warranty or guarantee is included or intended hereunder, or in any report, opinion, document or otherwise. The Firm does not guarantee the ultimate approval or success of the Client's Project. The Firm is not liable for consequential punitive, compensatory, incidental, liquidated or delay damages caused by the ultimate approval or success of the Client's Project or time lines of the completion of the Services. The Firm's Services cannot be construed to be, and are not, a guarantee or assurance Client will have no or any reduced level of environmental liabilities or that undetected environmental problems do not exist or will not arise in the future.

IV. CLIENT RESPONSIBILITY. Client will provide to the Firm all available information material, data, and assistance for performance of the Services in compliance with all applicable laws, including and without limitation, previous reports and any other data affecting the site upon which the Services are to be performed (the “Site"). In the event that Client does not own the Site, Client represents and warrants that Client, Client’s agents, employees, staff, consultants, contractors and subcontractors, have been granted a right of entry to the Site as is necessary for the Firm’s performance of the Services. Client will ensure that access to the Site is available to the Firm at all reasonable times, and Client will make available to the Firm’s representatives those of Client’s employees, if any, who are knowledgeable concerning the Site. Client will designate in writing the person to act as Client’s representative with respect to the Services to be performed, and such person will have complete authority to transmit instructions, receive information, and interpret and define Client’s policies and decisions with respect to the Services. The Firm shall be entitled to rely upon all information obtained from Client. The Firm does not assume control of or responsibility for the Site or the person in charge of the Site, or undertake any responsibility other than that required by law, for reporting to any federal, state, or local agencies any conditions at the Site that may present an actual or potential danger to public health, safety, or the environment.

V. PAYMENT TERMS. Invoices for Professional Services and expenses incurred shall be generated on a monthly basis, and are due and payable within 30 days of receipt. If an invoice becomes delinquent, the Firm reserves the right to cease all services and pursue all remedies upon three (3) days prior written notice to Client. Client shall release, indemnify and hold the Firm harmless from and against any and all damages of any kind whatsoever resulting from a cessation of the Services for Client’s failure to make payment in accordance with this Agreement. In the event the Firm seeks legal action against Client in connection with Client’s payment obligations under this Agreement, the Client shall reimburse the Firm for all costs of collection, including but not limited to, all costs an expenses (including reasonable attorneys’ fees) and any other related expenses in connection with such action. Further, the Client agrees to pay the Firm the full portion of any and all unpaid amounts plus an interest charge equal to 1.5% per month of all monies thirty (30) days past due, up to and including the time of payment. In the event a retainer is requested by the Firm, those monies will be applied to the final invoice generated by the Firm. Any excess amount will be refunded to the Client within 14 days after the Firm’s receipt of payment.

VI. NOTIFICATION OF HAZARDS. Client shall inform the Firm of any known potentially hazardous substance, environmental contamination, or condition that presents or could present a potential danger to human health or the environment, which exists in, at, or near the Site (collectively, “Hazards”). Client releases and shall indemnify, defend and hold harmless the Firm and each Firm Covered Person from and against any and all Losses (as defined in Section XII hereof), including Losses for personal injury, disease, initial and ongoing medical expenses, including, but not limited to, continued health monitoring, death, property damage and economic-based claims that arise out of (a) Client’s failure to advise the Firm of Known Hazards, or (b) unanticipated occurrence of Hazards discovered during the provision of the Services.

VII. JOB SITE HEALTH AND SAFETY. The Firm’s sole responsibility for maintaining compliance with the Occupational Safety and Health Act of 1970, as amended, and the rules, standards and regulations promulgated thereunder (collectively, “OSHA”) is to ensure compliance with such OSHA rules and regulations by Firm employees and Subcontractors. The Firm shall not be responsible for OSHA compliance as it applies to any other party not under Firm’s control. Without limiting the generality of the foregoing, the Firm shall have no responsibility for OSHA compliance by or relating to Client or any party providing services on the Site, or any employee, agent, representative, officer, director, owner, or independent contractor of any of the foregoing parties.

Attachment: Royal Park CRS - Special Inpsections (RES-2024-515 : Award of Special Inspections & Testing – Whitestone Associates

WHITESTONE

VIII. BURIED UTILITIES; SITE DISTURBANCE. Client shall notify the Firm of the location of all known private subsurface utility lines, man-made objects and underground structures located beneath the Site. Prior to conducting any subsurface work, the Firm will call the local utility "One Call" services and engage an underground marking and utility locator service (if authorized by Client) in an attempt to locate subsurface utility lines and other man-made objects that may exist beneath the Site. Client recognizes that the Firm's research may not identify all subsurface utility lines, man-made objects and underground structures. The Firm will take commercially reasonable precautions to avoid damage or injury to any subsurface utilities or structures known to the Firm. Client further recognizes that subsurface conditions may vary from those encountered at the location of the Site where, and at the time when, borings, sampling, or testing are performed by the Firm in connection with its Site research, and that the data provided by the Firm are based solely on the information available to the Firm. Client acknowledges that the equipment used to perform the Services may affect, alter, or damage the terrain, vegetation, buildings, structures, and equipment in, at, or on the Site.

Firm shall backfill each test location once with soil excavated from the Site and shall patch the upper surface of paved areas above the location from which the test boring was obtained with cold-patch asphalt and/or grout. Such patches and the location and surrounding proximate surface, subsurface, horizontal and vertical area will require ongoing and continuous supervision, inspection, maintenance and repair. Firm assumes no responsibility for damage resulting from future settlement at any or all of the test areas and/or patches and the surrounding proximate surface, subsurface, horizontal and vertical area thereof.

IX. PUBLICATIONS. Client agrees that the Firm may use and publish a general description of the Services performed by the Firm in advertising and qualifications, which advertising may include, without limitation, brochures and other promotional material (including print and electronic media). Client's covenants contained in this Section IX will survive the termination of this Agreement.

X. OWNERSHIP OF DOCUMENTS. All reports, field data, notes, calculations, estimates, drawing documents and other items prepared by the Firm are instruments of service and shall remain the joint property of the Firm and the Client. Client agrees that all reports and other work furnished to the Client or its agents, which are not paid for will be returned upon demand, and will not be used for any other purposes whatsoever. The Firm will retain all pertinent records related to the Services performed during which period, the records will be made available to the Client at reasonable times, providing no outstanding account balances exist. Items prepared by the Firm are not intended for use other than for the above Project. Use in any other Project or reuse by the Client for other Projects will be at Client's sole risk. Any electronic media and documents on computer disk prepared by the Firm are subject to use only by express written permission by the Firm, and are not considered the Client's property. In the event the Client utilizes this information without written permission, or utilizes any of the Firm's work product in any fashion specifically not authorized by the Firm, the Client does so at their own risk and shall defend, indemnify and hold the Firm harmless for any damages or claims that may arise as a result of such utilization.

XI. DISCLOSURE TO THIRD PARTIES. Client acknowledges that the Services may be subject to State, Regional or Federal reporting requirements and the reporting and notification requirements thereof. The Firm's technical and pricing information are confidential and proprietary information of the Firm and Client may not disclose such information without the Firm's express prior written consent.

XII. INDEMNIFICATION. Client and Firm release and agree to indemnify and hold harmless each other and each of their officers, directors, agents, employees, consultants and each of their respective successors and assigns (collectively, the "Covered Persons") from and against any and all claims, liabilities, losses, proceedings, suits, actions, damages or expenses of any kind (under any theory under contract, tort, statue alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentations, or any other theory), including consequential, incidental, special, exemplary and punitive damages, and also including court costs and reasonable attorneys' fees (collectively "Losses") which arise out of any (i) negligent or willful acts or omissions by the Client's or Firm's owners, agents, directors, officers and employees, (ii) breach of this Agreement by the Client's or Firm's owners, agents, directors, officers and employees, (iii) personal injury or property injury claims relating to the Services, the Site or any Hazards, (iv) violations by the Client's or Firm's owners, agents, directors, officers and employees, of any federal, state or local law, regulation or rule, whether or not such violations arise out of, or occur in connection with, the Services.

XIII. TERM AND TERMINATION.

A. Term. This Agreement shall be in effect as of the Effective Date and shall remain in effect until the anniversary thereof (the "Term") or until such later date as may be set forth in a Proposal (it being understood that this Agreement will not terminate in the event the term set forth in a Proposal is longer than the term set forth herein). Thereafter, this Agreement will automatically renew for additional periods of one year each (each an "Additional Term"), unless either party notifies the other party in writing at least sixty (60) days prior to the end of the Term or applicable Additional Term of its intent not to renew.

B. Termination.

1. This Agreement may be terminated by either party upon fourteen (14) days' written notice, should any terms not be performed in accordance with this Proposal. In the event of termination, the Firm shall be paid in full for (i) the Services rendered through the actual date of termination (ii) for any unpaid expenses, and (iii) reasonable expenses incurred by the Firm from such termination, including, but not limited to, reasonable winding down expenses.

2. Termination by Client shall be by written notice to Thomas K. Uzzo, Whitestone Associates, Inc., 30 Independence Boulevard, Suite 250, Warren, New Jersey 07059, tuzzo@whitestoneassoc.com. Termination by the Firm shall be made by written notice to the addressee of this Agreement. Such notice of termination will become effective when received by the non-terminating party unless a later date is specified therein.

XIV. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES.

A. The Firm shall only be responsible for delivering the Services to Client. The Firm, acting in good faith, shall not be liable for any action, omission, or loss in connection with the Agreement.

B. DISCLAIMER OF WARRANTIES. EXCEPT AS SET FORTH IN SECTION III ("PROFESSIONAL RESPONSIBILITY") OF THESE TERMS AND CONDITIONS, THE FIRM MAKES NO OTHER WARRANTIES, GUARANTEES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES OR OTHERWISE AND THE FIRM HEREBY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

C. LIMITATION OF LIABILITY. THE FIRM'S ENTIRE LIABILITY TO CLIENT FOR DAMAGES CONCERNING PERFORMANCE OR NONPERFORMANCE BY THE FIRM, OR IN ANY WAY RELATED TO A PROJECT, AND REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID TO THE FIRM BY CLIENT UNDER THE TERMS OF THE PROPOSAL THAT COVERS THE PROJECT THAT SERVES AS THE BASIS FOR THE CLAIM. IN NO EVENT SHALL ANY FIRM COVERED PERSON BE LIABLE FOR ANY

Attachment: Royal Park CRS - Special Inpsections (RES-2024-515 : Award of Special Inspections & Testing – Whitestone Associates

WHITESTONE

INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, COSTS, EXPENSES, OR LOSSES OF ANY KIND WHATSOEVER. IN ADDITION, IN NO EVENT SHALL ANY FIRM COVERED PERSON BE LIABLE FOR ANY ACTIONS, DAMAGES, CLAIMS, LIABILITIES, COSTS, EXPENSES, OR LOSSES OF ANY KIND WHATSOEVER IN ANY WAY ARISING OUT OF OR RELATING TO ANY OR ALL ACTS OR OMISSIONS OF CLIENT AND/OR ANY THIRD PARTY, ANY DAMAGE CAUSED BY CLIENT AND/OR ANY THIRD PARTY, OR ANY INJURY TO CLIENT, AND/OR ANY THIRD PARTY, IN CONNECTION WITH OR RELATED TO THE SERVICES, OR THE FIRM'S PERFORMANCE HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE).

XV. TESTIMONY. Client shall compensate the Firm at the Firm's applicable hourly rate in the event that the Firm or any of its personnel agrees or is compelled to testify and/or provide documents in any lawsuit or legal action related to this Agreement, the Services or the Site. In addition, Client shall reimburse the Firm for all reasonable actual out-of-pocket expenses incurred by the Firm in connection with responses to subpoenas and other similar legal orders issued to the Firm in respect to the Services performed under this Agreement. This provision shall survive the termination or expiration of this Agreement.

XVI. NON-SOLICITATION OF FIRM PERSONNEL. Firm and Client will not solicit the employees or independent contractors of the other to become employees or consultants during the Term and for a one (1) year period following the termination or expiration thereof.

XVII. REVOCATION OF CERTIFICATION OR STATEMENTS. The Firm shall have the right to revoke any certification, statements, or professionally sealed documents or plans in the event the Firm is made aware of unauthorized, prohibited use by the Client. The Client assumes the risk of any damages and any and all claims that may occur as a result of the unauthorized use of the Firm's documents.

XVIII. LIMITATION PERIOD. No lawsuit shall be brought by Client against the Firm for damages for any negligent professional acts, errors, or omissions, or breach of contract unless commenced within twenty-four (24) months from the last date of services provided under this Agreement.

XIX. INTEGRATION. This Agreement constitutes the entire understanding and agreement between Client and the Firm and shall not be altered or modified except by an agreement, in writing, signed by both Client and the Firm. This Agreement shall supersede all prior negotiations, understandings, and agreements, whether oral or written, and such prior agreements shall thereupon be null and void and without legal effect.

XX. ASSIGNMENT. This Agreement shall be binding upon the parties, their successors, representatives, and assigns. Client shall not assign or transfer this Agreement or any interest herein without the prior written consent of the Firm. The Firm may not assign or transfer this Agreement to any party without the prior written consent of Client, which consent shall not be unreasonably withheld. Further Firm may, without the consent of Client, subcontract any portion of the Services hereunder.

XXI. SEVERABILITY. The provisions of this Agreement shall be severable, and if any provision hereof shall be determined by any court or competent jurisdiction to be invalid, such determination shall not affect or invalidate the remainder hereof.

XXII. ENTIRE AGREEMENT. Each party hereto acknowledges its full understanding of this Agreement, that there are no verbal promises, understandings or agreements in connection herewith. This Agreement may be modified by the written consent of the parties hereto.

XXIII. GOVERNING LAW; VENUE; ALTERNATIVE DISPUTE RESOLUTION. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any dispute, controversy or claim arising out of or in connection with this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, binding arbitration and shall be privately administered by a single arbitrator who shall administer the arbitration pursuant to the commercial arbitration rules then in effect of the American Arbitration Association that are applicable to a privately administered arbitration.

XXIV. WASTE MATERIAL. Where waste materials are to be handled, transported, treated, and/or disposed of by the Firm, Client agrees to accurately and completely describe said waste in writing to the Firm and warrants to the Firm that the waste material conforms to the specification and description set forth on the descriptions thereof. Legal responsibility and liability for waste material not reasonably conforming to the specifications and descriptions set forth in the written description shall at all times remain with the waste generator. The Client shall review documentation for accuracy upon receipt and notify the Firm immediately of any inaccuracies.

XXV. SAMPLE RETENTION/DISPOSAL. All samples of uncontaminated soil, rock, and water may be discarded thirty (30) days after submission of the Firm's final report unless Client advises the Firm to deliver to the samples to Client at Client's sole expense, or to store them for an agreed upon charge. In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment, as defined by federal, state, or local statutes, regulations, or ordinances the Firm will, after completion of testing and at Client's expense, return such samples and materials to Client, or (using a manifest signed by Client as generator and transporter) transport such samples and materials to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of samples and materials. Client recognizes and agrees that the Firm is acting as a bailee and at no time assumes title to said waste.

XXVI. DURATION OF FEE SCHEDULE. The fee schedule included in a Proposal shall remain in full force and effect for a period of ninety (90) days from the date of the proposal. If the Proposal is accepted and executed within such ninety (90) day period, then the fee schedule included in that Proposal shall remain in full force and effect for a period of one year from the date of that Proposal. If the Proposal is not accepted and executed within such ninety (90) day period, the Firm shall have the right to revise the fee scheduled in its discretion, which may include, but not be limited to, revising the fee schedule included in that Proposal, increase its fees for Services, and adjusting the time for and scheduling of performance of services.

XXVII. COMPLIANCE WITH LAW. In the performance of each party's obligations under this Agreement, each of the Firm and Client agree to comply with all applicable federal, state, and local laws, rules, regulations, and orders of any duly constituted authority.

WHITESTONE

Attachment: Royal Park CRS - Special Inpsections (RES-2024-515 : Award of Special Inspections & Testing – Whitestone Associates

PROFESSIONAL SERVICES RATE SCHEDULE - 2024

Executive (President or Vice President)	$ 305.00/hour
Senior Associate	$ 285.00/hour
Associate	$ 260.00/hour
Expert Witness Testimony	$ 360.00/hour
Senior Professional Engineering Manager	$ 240.00/hour
LSRP/LSP/LEP	$ 225.00/hour
Project Manager	$ 200.00/hour
Professional Engineer	$ 200.00/hour
PCA Manager	$ 200.00/hour
Senior Professional Geologist	$ 200.00/hour
Professional Geologist	$ 185.00/hour
Associate Project Manager	$ 180.00/hour
Environmental Engineer	$ 175.00/hour
Geotechnical Engineer	$ 175.00/hour
Environmental Specialist/Scientist	$ 160.00/hour
Geologist	$ 160.00/hour
Project Engineer	$ 160.00/hour
Asbestos or Lead Paint Inspector	$ 145.00/hour
Wetlands Scientist	$ 135.00/hour
ICC/DCA Inspector	$ 125.00/hour
Staff Engineer/Inspector	$ 115.00/hour
Environmental Technician	$ 110.00/hour
Technical Assistant	$ 95.00/hour
CADD Operator/Draftsman	$ 95.00/hour
Project Coordinator	$ 90.00/hour
Administrative Assistant	$ 68.00/hour
Clerical Assistant	$ 60.00/hour
Travel/Mileage	$ 0.67/mile + tolls

Notes:

1. Mileage reimbursement subject to change based upon IRS standard mileage reimbursement rate.
2. Additional project-specific equipment, materials, and/or laboratory analyses or subcontracted services will be quoted on a case-by-case basis.
3. All rates are billed portal-to-portal.
4. Projects located greater than 100 miles from a Whitestone office may be subject to per diem expenses.
5. Construction phase testing and inspection services are subject to a four-hour minimum charge per day.

PROPOSED ROYAL PARK SPORTS COMPLEX

Description of Service	Quantity	Unit	Unit Rate	Subtotal
Foundation Inspection	2	half day	$240.00	$480.00
Concrete Inspection	3	half days	$240.00	$720.00
Soil Compaction Testing	3	days	$480.00	$1,440.00
Wood Truss Inspection	1	half day	$360.00	$360.00
Hardward Inspection	2	half days	$360.00	$720.00
Connections Inspection	2	half days	$360.00	$720.00
Concrete Compression Tests	40	each	$22.00	$880.00
Soil Proctor	1	each	$175.00	$175.00
Soil Gradation	1	each	$65.00	$65.00
				$0.00
Special Inspection Review / Final Report/Project Coordination	6	hours	$115.00	$690.00
				$0.00
Mileage (15 miles round trip)	299	miles	$0.67	$200.33
			Est. Total	***$6,450.33***

Attachment: Royal Park CRS - Special Inpsections (RES-2024-515 : Award of Special Inspections & Testing – Whitestone Associates

WHITESTONE
An Employee-Owned Company

Hitzel, Michael

From: Hitzel, Michael
Sent: Friday, May 17, 2024 10:16 AM
To: Charles B. Guzzetta, PG
Cc: Armstrong, Brian
Subject: Proposal for Special Inspection Services Town of Amherst Royal Park Sports Complex
Attachments: Statement of SI.pdf; 014533- Code Required Special Inspections.pdf; A-101 Floor Plan.pdf; L-200 Overall Site PLan.pdf

Chuck,

The Town of Amherst has a new project at Royal Park located at 187 West Royal Parkway. The project will be encompassing the entire site and include a new turf field, splash pad, tennis courts, pickle ball courts, walking paths, parking lot, and new restroom/fieldhouse building. The building is a new build consisting of concrete foundations and wood framing. Can you please provide us with a cost proposal to perform special inspections during construction. The project is in the contract signing/awarding phase and we hope to start work in early June. If an effort to assist you in preparing your proposal please provide a breakdown of work based upon the following quantities below.

- Wood Framing Inspection (grade, condition, dimensions, etc.) – assume 1 days (8 hours)
- Connections Inspection (fastener size, type, spacing, etc.) – assume 2 days (16 hrs.)
- Fabricated Wood Truss Inspection – assume 1 day (8 hrs.)
- Hardware Inspection (hold downs, anchors, etc.) – assume 2 days (16 hrs.)
- Foundation Inspection (concrete mix tests, inspection of reinforcing, etc.) – assume 5 days (40 hrs.), 30 cylinders
- Grading (compaction tests) – assume 3 days (24 hrs.)

These hours are only estimated and additional or fewer hours may be needed on the project as it is understood special inspections on a project can vary. Also attached is the specification section for special inspections, an overall site plan, and floor plan of the building.

If you have any other questions regarding this project please feel free to contact me.

Thanks
Mike Hitzel

Michael J. Hitzel, AIA, LEED AP
Project Architect

Town of Amherst, NY
Engineering Department
1100 North Forest Road
Williamsville, NY 14221

P: (716).631.7154 ext. 7069
F: (716) 631.7222
mhitzel@amherst.ny.us

Attachment: Royal Park CRS - Special Inpsections (RES-2024-515 : Award of Special Inspections & Testing – Whitestone Associates

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 29071 **RESOLUTION 2024-516** **ADOPTED**

National Grid Utility Work Permit Application - CRS #4768

National Grid is requesting permission to install three (3) new poles and three (3) new anchors along Youngs Road for Utility Work Permit at 669 Youngs Road, Williamsville, NY 14221 for NATIONAL GRID WR#01-24-30896096.

KINDLY ADOPT A RESOLUTION AUTHORIZING the Town Supervisor, Council Members and Town Clerk to execute the Utility Work Permit for 669 Youngs Road which would permit National Grid to install three new poles and anchors along Yongs Road.

This contract is subject to the Contract Routing System (CRS #4768) and the approval of the Town Attorney.

6/10/2024
Consent

FINANCIAL IMPACT:

NO COST TO TOWN

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

PERMIT ISSUED UNDER SECTION 149 OF NEW YORK STATE HIGHWAY LAW

The undersigned, the Town Superintendent of Highways of the Town of Amherst County of Erie, upon the written application of National Grid, whose address is 144 Kensington Ave, Buffalo, NY 14204

dated on the 8th day of March, 2024 and filed with him as prescribed by Section 149 of the Highway Law, hereby grants permission to said applicant to install two 45' class 3 and one 45' class H1 poles (p 679, p 678, & p 672) along with three new anchors.

on the highway as described as follows

Two poles are located approx. 520' north from Aero Dr on both the east and west side of the road, the pole on the east side will have the south facing anchor. The H1 p 672 will be 620' north of Aero Dr. Existing pole 668 will have new north facing anchor. Existing p 667 will have a new west facing anchor. Both of these poles are located 725' north of Aero Dr.

This permit is granted under the following conditions:

1. The work authorized by this permit shall be performed in a manner satisfactory to the Town Superintendent.
2. The applicant is to keep in good repair all pipes, hydrants or appurtenances which may be placed within the bounds of the highway under terms of this permit and is to save the Town harmless from all damages which may accrue by reason of their location in the Highway, and upon notice by the Town Superintendent agrees to make repairs required for the protection and preservation of the highway, and further agrees that upon failure of the applicant to make such repairs, that they may be made by the Town Superintendent at the expense of the applicant and such expense shall be a prior lien upon the land benefitted by the use of the highway for such pipes, hydrants and appurtenances.
3. If the drainage, sewer, water pipes or appurtenances, which are laid under this permit are placed in a Town road they shall be so placed as not to interrupt or interfere with public travel upon the highway; and the earth removed must be replaced and the highway left in all respects in as good condition as before the work was performed.
4. If the work performed is on a road which has been improved by State aid, such drainage, sewer or water pipes must be placed at least four (4) feet below and in such manner as in no way to interfere with the macadam, shoulders or drainage ditches of the highway and that portion of the trench which passes under the macadam, shoulders or drainage ditches of the highway and that portion of the trench which under the macadam, shoulders or drainage ditches of the highway and that portion of the trench which passes under the macadam shall be bored or pipe-driven and in no case shall the macadam be disturbed. Upon completion of the work the highway shall be left in as good condition as before the work was performed and to the satisfaction of the Town Superintendent. Care must be taken not to interfere with drainage ditches or structures.

   Please notify utility companies before starting work

5. It is agreed by the applicant that any injury or disturbance of the macadam portion of the highway, its shoulders or drainage ditches which may occur hereafter by reason of the laying of said drainage, sewer or water pipes and their appurtenances shall be repaired by and at the expense of the applicant to the satisfaction of the Town Superintendent.
6. The Town Superintendent may, upon the failure of the applicant to comply with any of the conditions contained herein, revoke this permit and remove any pipes, or hydrants, or other appurtenances which may have been placed in the highway under this permit.

Attachment: NATIONAL GRID (RES-2024-516 : National Grid Utility Work Permit Application - Crs #4768)

7. If the road upon which this permit is issued at the time of issuance a town highway, and it should be thereafter improved by State aid as a State or County highway, it is agreed that the applicant shall, before its improvement at the applicant's own expense remove drainage, sewer or water pipes or appurtenances which may be placed under this permit and will relay the same in conformity with the directions of the engineer in charge of such improvement and in accordance with the rules and regulations prescribed by the State Commission of Highways.

I hereby agree to the conditions contained in the foregoing permit.

Scott Jannack — National Grid

Applicant

Dated this 8th day of March, 2024

Town Superintendent of Highways

The undersigned members of the Town Board of the Town of Amherst hereby consent to the grant of the foregoing permit.

Dated this _____ day of _____, 202_

_____ *Town Supervisor*

_____ *Town Clerk*

_____ *Councilmember*

_____ *Councilmember*

_____ *Councilmember*

_____ *Councilmember*

Attachment: NATIONAL GRID (RES-2024-516 : National Grid Utility Work Permit Application - Crs #4768)

Rules and Regulations prescribed by the State Superintendent of Public Works under Section 10 of the Highway Law relative to the issuance of permits under Section 149

1. Permits to law sewer od water pipes, with appurtenances, shall be issued under Section 149 in the following manner:
2. A written application on the form prescribed by the State Superintendent of Public Works and provided by the Town Superintendent, having the blank places properly filled in, must be filed with the Town Superintendent.
3. The permit must be issued on these forms prescribed by the State and before being issued must, in all cases, be approved by the County Superintendent of the county within which the highway is located. One copy of the permit shall be filed with the Town Clerk and one with the Town Superintendent.
4. The consensus of a majority of members of the Town Board, or the County Superintendent, must be affixed to the permit.
5. Should any special conditions exist which may require further restrictions in order to protect the highway other than those contained in this printed form ; the same should be inserted in the blank space provided therefore and indicated as such.

Permit under Section 149

Issued: _____

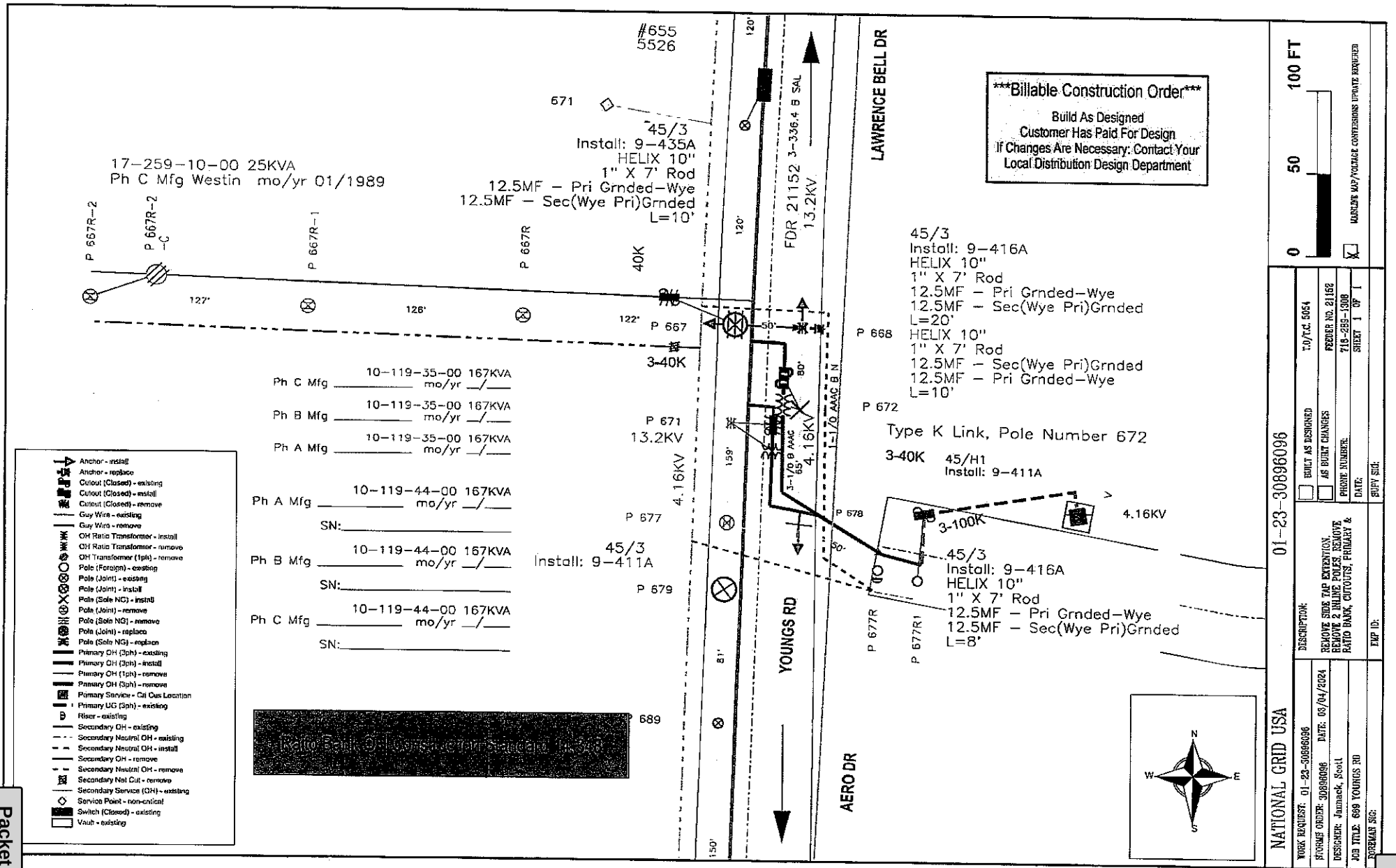
To: _____

P.O. Address: _____

_____

Town Superintendent of Highways

Attachment: NATIONAL GRID (RES-2024-516 : National Grid Utility Work Permit Application - Crs #4768)



Attachment: NATIONAL GRID (RES-2024-516 : National Grid Utility Work Permit Application - Crs #4768)

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29085 **RESOLUTION 2024-517** **ADOPTED**

Public Safety Dispatcher/Central Fire Alarm

Please appoint a Public Safety Dispatcher to Central Fire Alarm. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 11, 2024 at an hourly rate of $27.10, Step 2 for Douglas Sandburg, II.

This is a Permanent appointment for a current employee who has been serving Provisionally.

6/10/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29086 **RESOLUTION 2024-518** **ADOPTED**

Community Development Assistant/Planning Department

Please appoint a Community Development Assistant to the Planning Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 11, 2024 at an annual salary of $48,360, Grade 8, Step E for Amy Carrato.

This is a Permanent appointment for a current employee who has been serving Provisionally.

6/10/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29087 **RESOLUTION 2024-519** **ADOPTED**

Community Development Assistant/Planning Department

Please appoint a Community Development Assistant to the Planning Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 11, 2024 at an annual salary of $42,408, Grade 8, Step B for Rachel Boerschig.

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

6/10/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29088 **RESOLUTION 2024-520** **ADOPTED**

Laborer Crew Chief/Youth & Recreation Department

Please appoint a Laborer Crew Chief to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 11, 2024 at an hourly rate of $19.65, Grade 7, Step A for Frank Pieber.

Contingent upon completing all pre-employment requirements.

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

6/10/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29089 **RESOLUTION 2024-521** **ADOPTED**

Maintenance Worker/Youth & Recreation Department

Please appoint a Maintenance Worker to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 11, 2024 at an hourly rate of $18.65, Grade 4, Step A for Tyler Wilhelm.

Contingent upon completing all pre-employment requirements.

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

6/10/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29090 **RESOLUTION 2024-522** **ADOPTED**

Maintenance Worker/Youth & Recreation Department

Please appoint a Maintenance Worker to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 11, 2024 at an hourly rate of $19.34, Grade 4, Step B for Kevin Strom.

Contingent upon completing all pre-employment requirements.

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

6/10/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29091 **RESOLUTION 2024-523** **ADOPTED**

Senior Maintenance Worker/Building Maintenance-Facilities Department

Please appoint a Senior Maintenance Worker to the Building Maintenance-Facilities Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 11, 2024 at an hourly rate of $25.53, Grade 5, Step H for Jason Cassiol.

Contingent upon completing all pre-employment requirements.

This is a promotion for an employee currently serving as Maintenance Worker. Replacing an employee who transferred to another department.

6/10/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29092 **RESOLUTION 2024-524** **ADOPTED**

Senior Maintenance Worker/Youth & Recreation Department

Please appoint a Senior Maintenance Worker to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 11, 2024 at an hourly rate of $26.60, Grade 5, Step J for David Barth.

This is a promotion for an employee currently serving as Maintenance Worker.

6/10/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29093 **RESOLUTION 2024-525** **ADOPTED**

Senior Maintenance Worker/Youth & Recreation

Please appoint a Senior Maintenance Worker to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 11, 2024 at an hourly rate of $25.03, Grade 5, Step G for Christopher Riley.

This is a promotion for an employee currently serving as Maintenance Worker.

6/10/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29094 **RESOLUTION 2024-526** **ADOPTED**

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

Please appoint a Wastewater Treatment Plant Operator - Trainee to the Engineering Department/Plant #16. Provisional, pending satisfactory completion of a Civil Service Examination. Effective June 11, 2024 at an hourly rate of $24.26, Grade IV, Step 1 for Tyler Mayers.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

6/10/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29095 **RESOLUTION 2024-527** **ADOPTED**

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

Please appoint a Wastewater Treatment Plant Operator - Trainee to the Engineering Department/Plant #16. Provisional, pending satisfactory completion of a Civil Service Examination. Effective June 11, 2024 at an hourly rate of $24.26, Grade IV, Step 1 for Austin Carden.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

Replacing an employee who was separated from service.

6/10/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Information Technology
Initiated by: **David J. Willer**
Co-Sponsored by: **Deputy Supervisor Shawn Lavin**

DOC ID: 29107 **RESOLUTION 2024-528** **ADOPTED**

Update Computer and Mobile Devise Usage Policy - 2024

WHEREAS, a Computer Usage Policy was originally adopted by the Amherst Town Board on May 16, 2005; and

WHEREAS, a Computer Usage and Mobile Device Usage Policy was revised and adopted by the Amherst Town Board in 2017, 2020, 2021 and 2022; and

WHEREAS, employee compliance with this policy facilitates the official work of the Town and will contribute to the Town's mission of providing secure, responsive and cost-effective services to its residents; and

WHEREAS, this revised policy was reviewed by the Amherst Information Technology Advisory Committee;

NOW THEREFORE BE IT RESOLVED that the Amherst Town Board does hereby approve an updated Computer and Mobile Device Usage Policy;

BE IT FURTHER RESOLVED that Department Heads inform their staff of this updated Computer and Mobile Device Usage Policy; and

BE IT FURTHER RESOLVED that the Information Technology Department provide this policy on the Town's Intranet for distribution, printed or electronic, to all Town of Amherst computer or mobile device users and teleworkers.

6/10/2024
Consent

FINANCIAL IMPACT:

none

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

Town of Amherst
Computer and Mobile Device Usage Policy

Revised June, 2024

Contents

I. Introduction

II. Principles of Acceptable Use

III. Unacceptable Use

IV. Exceptions

V. Agency Rights

VI. Network Passwords

VII. Multi-Factor Authentication

VIII. Remote Work

IX. Mobile Devices

X. Enforcement and Violations

Attachment: REDACTED - computer and mobile device usage policy (240515) (RES-2024-528 : Update Computer and Mobile Devise Usage

I. Introduction

This document is intended to serve as an update to the existing Town of Amherst Computer Usage Policy. This policy covers the Town's Business Network only and does not include the Amherst Police Department.

The Town of Amherst provides elected officials, department heads, departments and staff with a variety of information technology (IT) resources. Traditional IT resources include, but are not limited to, personal computers, printers, multi-function copiers, fax machines, scanners, etc. During the course of the last several years, mobile devices have been added to this list of resources. For the purposes of this document, mobile technologies are defined to include Laptop computers, tablets, smartphones, and wireless access points or MiFi devices.

Both traditional and mobile IT devices access valuable Town (enterprise) resources such as file servers, databases, applications, email and the Internet. It is imperative that hardware or equipment resources, as well as information assets, be protected and safeguarded.

The Town's wide area network, formal connection to the Internet and email services are provided to system users to conduct official Town business. Upgrades to these facilities contribute to the Town's mission of providing responsive and cost-effective services to its residents. The use of these facilities by any employee or other person authorized by the Town must be consistent with this policy.

Attachment: REDACTED - computer and mobile device usage policy (240515) (RES-2024-528 : Update Computer and Mobile Devise Usage

II. Principles of Acceptable Use

Town of Amherst computer and mobile device users are required to:

i. Respect the privacy of other users. For example, users shall not intentionally seek information, obtain copies of, or modify files or data, belonging to other users, unless explicit permission to do so has been obtained.

ii. Respect the legal protection provided to programs and data by Copyright and license.

iii. Protect data from unauthorized use or disclosure as required by state and federal laws and regulations.

iv. Respect the integrity of computing systems. For example, users shall not use or develop programs that harass other users or infiltrate a computer or computing system and/or damage or alter the software components of an application, computer or network resource.

v. Safeguard their accounts and passwords. Accounts and passwords are normally assigned to single users and are not to be shared with any other person without authorization. Users must try to protect their logon sessions by locking their PC or mobile device when not in use for more than a few minutes. Users are expected to report any observations of attempted failed logins or other security violations.

vi. Utilize Town provided IT resources to conduct Town business only. Incidental personal use, although not specifically authorized, is expected within reasonable limits. It is the duty of department heads and the IT Department to monitor all systems for personal use and report any significant violations of this policy to the Human Resources Department.

vii. Access email and Internet resources with great care. The proliferation of cyber threats via email, Internet websites as well as malicious software of mobile apps requires users to be diligent and report any suspicious email, website content or software threats to the IT Department.

Attachment: REDACTED - computer and mobile device usage policy (240515) (RES-2024-528 : Update Computer and Mobile Devise Usage

III. Unacceptable Use

The following present unacceptable use of Town of Amherst enterprise computer or mobile devices.

i. For any illegal purpose or activity.

ii. For any activity unrelated to an employee's official assignment, job responsibilities or the mission of the Town, except for non-political Union announcements.

iii. To receive, view or transmit threatening, pornographic, degrading, obscene or harassing materials or correspondence.

iv. For unauthorized distribution of Town of Amherst data and information.

v. To access data, files or directories which the user does not have adequate permission.

vi. To download, install or use unlicensed or pirated software.

vii. To connect any personal, storage or network device without the expressed permission of the IT Department.

viii. To access personal email.

ix. To interfere with or disrupt network users, services or equipment.

x. For private purposes such as marketing or business transactions.

xi. For solicitation for religious, political or other causes.

xii. For unauthorized not-for-profit business activities.

xiii. For private advertising of products or services.

xiv. For any other activity to foster personal gain.

Attachment: REDACTED - computer and mobile device usage policy (240515) (RES-2024-528 : Update Computer and Mobile Devise Usage

IV. Exceptions

Incidental use of computer services relating to retirement, deferred compensation or medical coverage shall not be considered a violation of this policy. Employees are expected to follow individual department policies or request permission for these activities from their department head.

Attachment: REDACTED - computer and mobile device usage policy (240515) (RES-2024-528 : Update Computer and Mobile Devise Usage

V. Agency Rights

Pursuant to the Electronic Communications Privacy Act of 1986 (18 USC 251 et seq.), notice is hereby given that there are no facilities provided by this system for sending or receiving private or confidential electronic communications. System administrators can monitor all network activity, e-mail and Internet access requests, and will monitor messages as necessary to assure efficient performance and appropriate use. Any email messages, Internet use or other network logs relating to or in support of illegal activities will be reported to the appropriate authorities.

The Town's Network Security Logon Message is presented to each network user at logon. The current network security logon message is found below.

> *Network Security Logon Message*
>
> *You are logging onto the Town of Amherst's internal network. This secure network is for the use of authorized users only. All users must comply with the Computer and Mobile Device Usage Policy approved by the Amherst Town Board. If you are unfamiliar with this policy, please contact your supervisor, department head, or the Information Technology Department. Individuals using the computer system or network resources without authority, or in excess of their authority, are subject to having their activities on this system monitored, recorded and/or revoked by system administrators. In the course of monitoring individuals improperly using this system, or in the course of system maintenance, the activities of authorized users may also be monitored. Anyone using this system expressly consents to such monitoring and is advised that if such monitoring reveals possible criminal activity, system administrators will provide the evidence of such monitoring to law enforcement officials. By clicking the OK button below, you are agreeing to the conditions stated in this message. If you do not agree, do not click OK and contact your supervisor, department head or the Information Technology Department.*

The Town reserves the right to suspend or remove a user account from the Town's computer network.

The Town will not be responsible for any damages. This includes the loss of data resulting from delays, non-deliveries, or service interruptions caused by negligence, errors or omissions. Use of any information obtained is at the user's risk.

Attachment: REDACTED - computer and mobile device usage policy (240515) (RES-2024-528 : Update Computer and Mobile Devise Usage

Any computer or mobile device connected to the Town's computer network must have anti-virus software installed by the IT Office. System users are not permitted to tamper with or disable any anti-virus or network configuration that might allow malicious content access to the device.

The Town reserves the right to change its policies and rules at any time. The Town makes no warranties (expressed or implied) with respect to Internet service, and it specifically assumes no responsibilities for:

i. The content of any advice or information received by a user outside the Town of Amherst or any costs or charges incurred as a result of seeking or accepting such advice;

ii. Any costs, liabilities or damages caused by the way the user chooses to use his/her Town issued computer, mobile device or Internet access;

iii. Any consequences of services interruptions or changes even if these disruptions arise from circumstances under the control of the Town. The Town's computer network and Internet services are provided on an as is, as available basis.

Attachment: REDACTED - computer and mobile device usage policy (240515) (RES-2024-528 : Update Computer and Mobile Devise Usage

VI. Network Passwords

Network passwords are an essential component of overall network security. One of the most important aspects of passwords is secrecy. Town of Amherst network users are mandated to protect the confidentiality of their individual passwords. The following password practices are required. Network users should

a. never write down passwords and place them in plain sight in their computer work area.

b. never place notes with their username or password on their computer monitor, keyboard, desk calendar, desk area, etc.

c. keep any written passwords in a secure area such as a wallet, purse of other locked space.

Any violations of this policy will be reported to the Department Head and the Human Resources Director. The Town reserves the right to suspend or disable a user account at any time.

A new Town of Amherst network user password policy is in effect. This new policy, in combination with a self-service password reset module, is intended to both improve network security while allowing users a -redacted- password expiration cycle. In addition, network users will be notified of their impending password expiration at the following intervals: -redacted- prior to password expiration and account lock out.

Password must meet the following minimum complexity requirements.

a. A minimum of -redacted- in length

b. Contain -redacted-

c. Contain -redacted-

d. Contain -redacted-

Complexity requirements are enforced when passwords are created or changed.

Attachment: REDACTED - computer and mobile device usage policy (240515) (RES-2024-528 : Update Computer and Mobile Devise Usage

VII. Multi-Factor Authentication

The Town of Amherst has implemented multi-factor user authentication (MFA) -redacted-:

i. -redacted-

ii. -redacted-

iii. -redacted-

It is the intent of the Town of Amherst to continue to expand the multi-factor authentication requirement -redacted-.

In order to maintain our MFA licensing levels, users will be asked to successfully log into one of the service areas described above -redacted-. By regularly utilizing the town's MFA service, users will keep their account active and refresh themselves on proper usage.

Attachment: REDACTED - computer and mobile device usage policy (240515) (RES-2024-528 : Update Computer and Mobile Devise Usage

VIII. Remote Work

Prior to March, 2020, the Town of Amherst had a limited telework program in place. This section establishes guidelines for remote work in a hybrid environment to ensure productivity, security and effective communication within the organization. The policies below apply to all employees of the organization who have been authorized to work remotely and outline the expectations and requirements for remote work to help ensure it is conducted effectively and securely.

The Town of Amherst supports a hybrid work model allowing employees to work remotely while still maintaining a required in-office presence. Eligibility for remote work is determined by department heads based on job function, performance, and operational needs. Not all town positions are suitable for remote work due to the nature of job duties.

Schedule

a. Remote workdays must be approved in advance by the employee's supervisor. Exceptions to this policy include illness or other unforeseen circumstances. If remote work is not feasible, staff must use available employee accruals.

b. Employees, identified as regular remote workers, are required to login and/or work from home (remotely) -redacted- as determined by their supervisor. This will ensure that their remote connectivity is active and functioning correctly.

c. Employees must be available during core hours on remote workdays. Core hours are to be set by the employee's supervisor or department head.

Work Environment and Equipment

a. Employees are encouraged to have a designated workspace that is safe, secure, and free from distractions.

b. The remote workspace should have reliable internet connectivity to support video conferencing, access to organizational systems, and other communication tools.

Attachment: REDACTED - computer and mobile device usage policy (240515) (RES-2024-528 : Update Computer and Mobile Devise Usage

c. The town will provide equipment such as laptops, -redacted- access, and other software required for remote work. All -redacted- shall be authorized, managed and monitored by the IT Department. All -redacted- will require -redacted-. Remote workers are required to disconnect -redacted- when not in use.

d. Employees working remotely on a regular or semi-regular schedule will be issued a laptop and docking station to reduce duplicate equipment needed in the workplace and remotely. The docking station will be installed in the workplace to allow for easy connect / disconnect.

e. Employees are responsible for maintaining the security of organizational equipment and data, including adhering to computer, mobile device and cybersecurity policies.

Other Guidelines

a. Employees must be reachable via phone, email, or other communication platform during working hours. Regular check-ins, team meetings, and one-on-one meetings with supervisors should be conducted as scheduled. Employees are expected to respond to messages and emails within a reasonable timeframe (e.g., within one hour during core hours).

b. Employees must follow all data security policies, including the use of -redacted-, -redacted-, and secure -redacted- practices. Confidential and sensitive information must not be stored on personal devices. Any data breaches or security incidents shall be immediately reported to the IT department.

c. Supervisors will provide clear goals and expectations for remote work. Remote work performance will be evaluated based on output, meeting deadlines, and maintaining communication with department staff and department heads. Employees must track their work hours and submit daily summary reports to their supervisor or department head.

Failure to comply with this policy may result in revocation of remote work privileges and/or disciplinary action. Employees must adhere to all organizational policies, including those related to conduct, confidentiality, and use of organizational resources.

Attachment: REDACTED - computer and mobile device usage policy (240515) (RES-2024-528 : Update Computer and Mobile Devise Usage

IX. Mobile Devices

Town issued mobile devices include, but are not limited to, smartphones and tablets. For all Town issued mobile devices with access to Town of Amherst network resources, only those applications which are approved by the IT Department may be installed and or run on the mobile devices. Any requested applications that are not included on an approved applications list require approval by the Department Head and IT Department. Wherever possible, applications must be digitally signed to ensure that only applications from trusted entities are installed on the device and that code has not been modified. In cases where third-party applications are provided outside Apple or Android stores, the IT Department will work with specific vendors to ensure proper and secure configuration is attained.

Town issued mobile devices shall be enrolled in -redacted- software managed by the IT Department to ensure these devices are in compliance with the following: required passwords or passcodes, application deployment, location services required for lost or stolen equipment, remote locking and/or wiping of the device, Town email configuration and support, centralized reporting on device activity.

Town supplied mobile devices should be secured with -redacted-. Where possible, mobile devices should be rendered inaccessible after a predetermined number of failed authentication attempts. Mobile devices should automatically be locked after being idle for no more than five minutes.

Any Town issued mobile device connecting to the Town's computer network or resources shall use an authorized -redacted-. All -redacted- shall be authorized, managed and monitored by the IT Department.

Town issued mobile devices may not access the Town's computer network or resources unless their operating system environment has been verified. Rooted or jailbroken devices are not permitted access to the Town's computer network or resources.

Users of Town issued mobile devices shall report lost or stolen equipment immediately. Any suspected security, software or information systems problems must also be reported immediately.

In addition to Town provided mobile devices, personal mobile devices (smartphones and tablets) that are configured with direct access to Town provided email shall be -redacted-. These mobile devices

Attachment: REDACTED - computer and mobile device usage policy (240515) (RES-2024-528 : Update Computer and Mobile Devise Usage

will be required to -redacted-. This enrollment will allow for device location services, locking or wiping of the device and disabling of Town provided email services. Users of personal mobile devices that are enrolled in -redacted- shall report lost or stolen equipment immediately. Once reported, the IT Department will disable Town email access on that device. The owner of that device will then have the option for additional steps to be taken (i.e., locking or wiping the device). Enrollment in -redacted- does not provide access to -redacted- stored on personal mobile devices. Additionally, there shall be no restrictions on application installation on personal mobile devices. Town employees may decline participation in -redacted-. In these cases, those devices may access Town email services -redacted-.

Attachment: REDACTED - computer and mobile device usage policy (240515) (RES-2024-528 : Update Computer and Mobile Devise Usage

X. Enforcement and Violations

This document is intended to provide a definition of acceptable and unacceptable computer and mobile device usage for Town of Amherst provided equipment and resources. This document is not intended to be exhaustive or all-inclusive. Due to the rapid changes in information technology, this document presents general guidelines and principles for acceptable use.

All Town computer or mobile device users are expected to understand this policy and the general concepts contained herein. If, for any reason, a computer or mobile device user is unclear about acceptable use of Town issued equipment or resources, they are directed to contact their department head and/or the IT Department for clarification.

This IT Department will review alleged violations of the Computer and Mobile Device Usage Policy. Upon discovery of any violation of this policy or best practices, the Town's Department of Information technology will log those violations in a central database. Depending upon the severity of the violation additional measures may be taken. These measures would include, but not be limited to, contacting the staff person's Department Head, contacting the staff directly, requiring additional cyber security or computer training or taking another appropriate action.

In the event the violating activity is considered egregious, excessively frequent or is suspected to constitute a crime, the offender may be subject to discipline up to and including termination, pursuant to applicable collective bargaining agreements and/or Civil Service Laws.

Attachment: REDACTED - computer and mobile device usage policy (240515) (RES-2024-528 : Update Computer and Mobile Devise Usage

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 29073 **RESOLUTION 2024-529** **ADOPTED**

Temporary Access Agreement Use of Amherst Police Department Community Policing and Training Facility United States Naval Sea Cadet Corps. (CRS #4797)

TOWN BOARD AGENDA ITEM : JUNE 10, 2024

TO: **Town Board**

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

RE: **Temporary Access Agreement**
Use of Amherst Police Department Community Policing and Training Facility: United States Naval Sea Cadet Corps. (CRS #4797)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and United States Naval Sea Cadet Corps., with regard to the above-entitled matter. This agreement has successfully completed the Contract Routing Process.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: June 10, 2024)**

6/10/2024
Consent

FINANCIAL IMPACT:

A 3122 .02410: Revenue TBD

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

Attachment: TempAccessAgreementwithCOI5.30.2024 (RES-2024-529 : Temporary Access Agreement: Bailey Range: United States Naval Sea

TEMPORARY ACCESS AGREEMENT

This Temporary Access Agreement ("Agreement") is entered as of the ____ day of May, 2024 by and between United States Naval Sea Cadet Corps., whose address is 1 Naval Marina Park S., Buffalo, New York 14202 ("Naval Sea Cadet Corps") and the Town of Amherst, 5583 Main Street, Williamsville, New York and the Town of Amherst Police Department, 500 John James Audubon Parkway, Buffalo, New York 14228 (collectively "Town").

1) To assist the Naval Sea Cadet Corps with on location training at 4220 Bailey Avenue, Amherst, New York, bearing SBL #67.65-1-6 ("Bailey Range"), the Naval Sea Cadet Corps needs access to the site for the purposes of conducting recruit training on August 2, 2024.

2) The Town, for valuable consideration the sufficiency and receipt of which is hereby acknowledged, hereby grants the Naval Sea Cadet Corps the right to enter upon the Bailey Range property for purposes described.

3) The Naval Sea Cadet Corps assumes all risks of, and agrees to indemnify, protect and save harmless the Town and its successors and assigns from all loss, damage, or injury to persons (including, without limitation, personal injuries resulting in death) or property and from all claims, demands, suits, liabilities, obligations and expenses arising therefrom, including reasonable legal fees and expenses, caused by or in any way connected with the exercise of the rights granted hereunder, except to the extent the same shall be caused by the sole negligent or sole intentional acts or omissions of any employee, officer, agent, invitee or representatives of the Town. In the event that any judgment, lien or other encumbrance is placed upon or levied against the Bailey Range property in any suit or other proceedings due to the Naval Sea Cadet Corps' activities, the Naval Sea Cadet Corps will immediately cause the same to be discharged by the posting of a bond or otherwise.

4) The Naval Sea Cadet Corps shall maintain at all times during the term of this Agreement Commercial General Liability insurance in the amount of $2,000,000 per occurrence for personal injury and advertising injury, $4,000,000 aggregate, and $5,000,000 in excess with the Town added as an additional insured on a primary and non-contributory basis to protect the Town from against any and all claims, demands and cause of actions, arising by reason of any work performed by the Naval Sea Cadet Corps and said work will not commence under this Agreement until an appropriate certificate of insurance has been provided to the Town.

5) To the fullest extent permitted by law, the Naval Sea Cadet Corps will indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, expenses (including legal fees and court costs), awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising from the negligence, active or passive, of the Naval Sea Cadet Corps, its officers, agents,

subcontractors, and/or employees in carrying out training or other related activities on the Bailey Range property.

6.) The Naval Sea Cadet Corps, its agents, employees, and invitees, agree to abide by all facility and training safety rules and to attend and complete a safety briefing by a qualified instructor before each use.

7.) 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 expressly include the same.

8.) This Agreement shall be governed by, and interpreted according to the laws of the State of New York. Any and all legal action necessary to enforce the agreement will be held in Erie County, New York.

9.) Each and every provision of law and clause required by law to be inserted in this contract 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 contract shall be physically amended forthwith and executed by the parties to make such insertion.

10.) This Agreement shall be effective as of the date first set forth above and this Agreement shall terminate on August 3, 2024.

11.) The fees associated with the use of the Amherst Police Training Facility are as follows:

Realistic Training House	$100/Half Day (4 Hours)
Realistic Training House	$200/Full Day (8 Hours)

Attachment: TempAccessAgreementwithCOI5.30.2024 (RES-2024-529 : Temporary Access Agreement: Bailey Range: United States Naval Sea

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date set forth above.

TOWN OF AMHERST	**UNITED STATES NAVAL SEA CADET CORPS.**
By: _____	**By:** LCDR Todd Caughill
Name: Brian J. Kulpa	**Name:** LCDR Todd Caughill
Title: Town Supervisor	**Title:** Commanding Officer / USNSCC

Attachment: TempAccessAgreementwithCOI5.30.2024 (RES-2024-529 : Temporary Access Agreement: Bailey Range: United States Naval Sea

Client#: 1393706 49USNAV2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/16/2024

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
McGriff Insurance Services LLC
100 N. Loudoun St. Suite 220
Winchester, VA 22601
703 352-2222

CONTACT NAME: Caroline George
PHONE (A/C, No, Ext): 703 352-2222 **FAX (A/C, No):** 866-925-7123
E-MAIL ADDRESS: CertificatesVAWV@McGriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Indemnity Company	23280
INSURER B : The Cincinnati Insurance Company	10677
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
US Naval Sea Cadet Corps
2300 Wilson Boulevard #200
Arlington, VA 22201-5435

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			ENP0059849	02/01/2024	02/01/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							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 PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			EBA0059849	02/01/2024	02/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			ENP0059849	02/01/2024	02/01/2025	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			EWC037055806	02/01/2024	02/01/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$100,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$100,000
							E.L. DISEASE - POLICY LIMIT	$500,000

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

Named Insureds: US Naval Sea Cadet Corps & affiliated councils within the USA and its territories or possessions

Town of Amherst is included as Additional Insured with respect to General Liability Coverage and Coverage is Primary and Non-Contributory where required by written contract.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Caroline George

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD
RRAJA

Attachment: TempAccessAgreementwithCOI5.30.2024 (RES-2024-529 : Temporary Access Agreement: Bailey Range: United States Naval Sea

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 29075 **RESOLUTION 2024-530** **ADOPTED**

Ferguson Electric Service Co., Inc. Transformer Testing & Repair Service Contract - Change Order No. 1 Town of Amherst Project No. 2019.002G Original CRS #2042

We are requesting the Town Board approve the above referenced Change Order, which calls for an increase of 57 hours for Bid Item #3 (hourly service rate), and would increase the contract price $9,405.00. This Change Order will cover the costs associated with the Contractor investigating & repairing issues within the electrical substations at the wastewater treatment facility.

Funding for this request is available from the following source:

G9916-4922 $9,405.00

May we have your approval to award Ferguson Electric Service Co., Inc. the above referenced Change Order? Thank you for considering this request.

6/10/2024
Consent

FINANCIAL IMPACT:

G9916-4922; $9,405.00

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

Change Order

PROJECT: *(Name, address and Project File No.)*

CHANGE ORDER: # **1**
DATE: 4-26-24

WPCF: Transformer Testing and Repair Service Contract
Project No. **2019.002G – Extended Contract**

TO CONTRACTOR: *(Name and address)*
Ferguson Electric Service Co., Inc.
321 Ellicott Street
Buffalo, NY 14203

The Contract is changed as follows:
(*Include, where applicable, any undisputed amount attributable to previously executed construction Change Directives*)

1. Increase the number hours for Bid Item #3 (Hourly Service Rate) with an additional 57 hours. The Contractor was utilized multiple times during this contract to investigate and repair issues within the electrical substations at the wastewater treatment facility.

   Bid Item #3 (Hourly Service Rate):

   Change Order #1: (57 hours) x ($165.00 hourly rate) = $9,405.00

   All other terms and conditions remain the same.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was	$ 31,800.00
The net change by previously authorized Change Orders	$ 0.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was	$ 31,800.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~) (~~unchanged~~) by this Change Order in the amount of	$ 9,405.00
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be	$ 41,205.00
The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by	( ) days
The date of Substantial Completion as of the date of this Change Order therefore is	No change

(Note: This change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which 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 ENGINEER, CONTRACTOR AND OWNER.

ENGINEER (*Firm name*)	CONTRACTOR (*Firm name*)	OWNER (*Firm name*)
N/A	Ferguson Electric Service Co., Inc.	Town of Amherst
ADDRESS	321 Ellicott Street Buffalo, NY 14203 ADDRESS	5583 Main Street Williamsville, NY 14221 ADDRESS
BY (*Signature*)	BY (*Signature*)	BY (*Signature*)
(*Typed name*)	(*Typed name*)	Brian J. Kulpa (*Typed name*)
DATE	DATE	DATE

Attachment: Change Order #1 Form - Ferguson Electric (#2019.002G) [MJP 4-26-2024] (RES-2024-530 : Ferguson Electric Service Co., Inc.)

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 29082 **RESOLUTION 2024-531** **ADOPTED**

WPCF Building 13 Uninterruptable Power Supply [UPS] Replacement Town Project No. 2023.002A

We are requesting the Town Board approve the award of the above referenced contract to CIR Electric Company, Inc. CIR offered the low bid of $151,600.00 of the three submitted bids for this contract; please see the enclosed bid tabulation.

The contract calls for an in-kind replacement of the existing UPS System for Building 13. Funds are available for this contract in the following account: #KP 2136-4972.

This request is pending the successful completion of the contract review process. Thank you for considering this request.

6/10/2024
Consent

FINANCIAL IMPACT:

KP 2136-4972

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

IDENTIFY (INFORMATION MUST BE COMPLETED OR CONTRACT WILL BE RETURNED TO APPROPRIATE DEPARTMENT)

REQUESTED TOWN BOARD AGENDA DATE: May 13, 2024

Contract/Project Title: WPCF: Building 13 Uninterruptible Power Supply [UPS] Replacement (TOA Project #2023.002A)

Vendor: CIR Electric Co, Inc.

ORG: KP 2136

OBJECT: 4972 [construction]

Amount: Total of Lump Sum Bid: $151,600.00

Contract Period: May 13, 2024 – December 31, 2024

Department contact: Richard A. Rink [ext. #8071]

APPROVED AS TO CONTENT

Department Head - Signature

Jeffrey S. Burroughs, P.E.

Department Head - Print Name

Date Approved:

Attachment: Building 13 UPS replacement (RES-2024-531 : WPCF Building 13 Uninterruptable Power Supply [UPS] Replacement)

ENGINEERING

Mechanical/Electrical Engineering Consultants
Buffalo • Rochester • Syracuse • Capital District

April 30, 2024

TOWN OF AMHERST
WATER POLLUTION CONTROL FACILITY
BUILDING 13 UPS REPLACEMENT
TOWN OF AMHERST PROJECT NO. 2023.002A
ELECTRIC CONTRACT
M/E Reference 231029.00

TOWN OF AMHERST
WATER POLLUTION CONTROL FACILITY
455 Tonawanda Creek Road
Amherst, New York 14228

Attention: Mr. Richard A. Rink

Dear Mr. Rink:

We have reviewed CIR's bid, confirmed with Steve Cyrankoski that they visited the site, understand the scope of the project, are comfortable with the price quoted, and do not intend to propose any material substitutions. We therefore recommend that the contract be awarded to CIR in the amount of $151,600.00.

Sincerely,

M/E ENGINEERING, P.C.

Brian P Thompson

Brian P Thompson
Project Designer

BPT:jfi
Encls.
cc: Mr. Michael Poslinski – Town of Amherst
Mr. David M. Schlant, PE – M/E Engineering

Attachment: Building 13 UPS replacement (RES-2024-531 : WPCF Building 13 Uninterruptable Power Supply [UPS] Replacement)

Town of Amherst

WPCF Building 13 UPS Replacement

TOA Project No. 2023.002A - Electrical Contract

Bids Received
Thursday, April 18th, 2024 @ 12:00 P.M.

No.	BIDDER	Bid Bond	Bid Item #1
1	CIR Electric Co.	Yes	$151,600.00
2	Frey Eectric Co.	Yes	$158,000.00
3	Goodwin Eelctric Co.	Yes	$161,000.00
4			
5			

Bid Item Number	Bid Item Description
1	80KVA three phase floor mounted uninterruptible power supply system.

Attachment: Building 13 UPS replacement (RES-2024-531 : WPCF Building 13 Uninterruptable Power Supply [UPS] Replacement)

Town of Amherst

WPCF Building 13 UPS Replacement

TOA Project No. 2023.002A - Electrical Contract

Bids Received
Thursday, April 18th, 2024 @ 12:00 P.M.

No.	BIDDER	Bid Bond	Bid Item #1
1	CIR Electric Co.	Yes	$151,600.00
2	Frey Eectric Co.	Yes	$158,000.00
3	Goodwin Eelctric Co.	Yes	$161,000.00
4			
5			

Bid Item Number	Bid Item Description
1	80KVA three phase floor mounted uninterruptible power supply system.

Attachment: Building 13 UPS replacement (RES-2024-531 : WPCF Building 13 Uninterruptable Power Supply [UPS] Replacement)

Town of Amherst - WPCF - Building 13 Uninterruptible Power Supply Replacement

Replacement of Uninterruptible Power Supply

Plan Holders

Date	Company	Contact
3/19/24 3:13 pm	**Avalon** 40 La Riviere Drive Suite 150 Buffalo, NY 14202	**Buffalo Service** Tel: 716-995-7777 Fax: 716-995-7778
4/3/24 9:29 am	**CIR Electrical Construction Corpora** 2517 Long Road Grand Island, NY 14072	**Wende Pukay** Tel: 716-362-5000 Fax: 7163625010
3/26/24 4:05 pm	**ConstructConnect** 30 Technology parkway South, Suite 100 Norcross, GA 30092	**Construct Connect** Tel: 3026025079 Fax: 3026025079
3/25/24 9:31 am	**Construction Exchange of Buffalo** 2660 William Street Cheektowaga, NY 14227	**Melissa Kowalczyk Construction Exchange** **Plan Room Coordinator** Tel: 716-874-3435 Fax: 716-875-4412
3/21/24 9:53 am	**Dodge Data** 830 3rd Avenue, 6th floor New York, NY 10022	**Jayalakshmi Loganathan** Tel: 413-376-7032
4/1/24 12:46 pm	**Frey Electric** 100 Pearce Avenue Tonawanda, NY 14150	**Tina Valint** **Adm. Assistant** Tel: 716-874-1710 Fax: 716-332-2347
4/15/24 3:19 pm	**Goodwin Electric** 201 S. Youngs Road Williamsville, NY 14221	**Sally Wolf** Tel: 716-634-4000
3/19/24 3:13 pm	**M/E Engineering, P.C** 60 Lakefront Boulevard Suite 320 Buffalo, NY 14202	**David Schlant** Tel: 716-845-5092 Fax: 716-845-6187
4/10/24 10:47 am	**Power-Flo Technologies**	**Mark Graumenz**

Attachment: Building 13 UPS replacement (RES-2024-531 : WPCF Building 13 Uninterruptable Power Supply [UPS] Replacement)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

Town of Amherst

Engineering Department

INVITATION TO BID Project # 2023.002A

WPCF: Building# 13 Uninterruptible Power Supply (UPS) Replacement

Bids, as stated below, will be received and publicly opened by the Purchasing Department in accordance with the attached specifications. FAX / electronically submitted bids will not be accepted.

Bid Instructions:

- **Four (4) sealed copies of the proposal are required.**
- **All four (4) bid packets may be placed in one sealed envelope.**
- **In each of the four (4) bid packets being submitted, EACH page requiring a signature, must be an original signature, and must be signed in BLUE INK.**
- **If you are submitting bids for more than one job, please put in separate envelopes, marked with the Bid number.**

Please submit to:

Town of Amherst
Contract Compliance & Administration – 2nd Floor
5583 Main Street
Williamsville, New York 14221

NOTE: Lower left hand corner of envelope MUST indicate the following:

BID NUMBER: 2023.002A

OPENING DATE April 18, 2024 TIME: 12:00 PM

FOR: WPCF: Building #13 UPS Replacement

NAME OF BIDDER: CIR Electrical Construction Corporation

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope.

Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

X EXHIBIT "A" - Assignment of Public Contracts
X EXHIBIT "D" - Bid Bond (Formal Bid) **5%**
X EXHIBIT "F" - Agreement Addendum
X EXHIBIT "G" - Non-Collusive Bidding Certification
X EXHIBIT "I" - Certification of Compliance with the Iran Divestment Act
X EXHIBIT "W" - Prevailing Wage Schedule

Attachment: Building 13 UPS replacement (RES-2024-531 : WPCF Building 13 Uninterruptable Power Supply [UPS] Replacement)

Town of Amherst
Engineering Department

NOTICE TO BIDDERS

WATER POLLUTION CONTROL FACILITY
Building No.13 UPS Replacement
TOA PROJECT NO. 2023.002A

Sealed bids for the above-mentioned project in the Town of Amherst will be received by mail or in a bid drop off box found in the rotunda of the Town's Municipal Building, 5583 Main Street, Williamsville, New York on or before **12:00 P.M. local time on Thursday, April 18th, 2024**, at which time they will be publicly opened and read aloud in the Council Chambers, Amherst Municipal Building, 5583 Main Street, Williamsville, New York. **Four (4) copies of each Bid are required to be enclosed** in an opaque sealed envelope plainly marked on the outside with the name of the bidder, bidder's address, the name of the project, project number, and the bid date.

The Plans and Specifications documents can be viewed and ordered through the following website on or after **Wednesday, March 20th, 2024**: www.avalonplanroom.com in the Public Bid Section. If you do not have internet access or have questions on ordering from the site, please contact Avalon Document Services at (716) 995-7777. Plans and specifications can be picked up at Avalon Documents printing at 741 Main Street, Buffalo, NY 14203, upon the non-refundable payment made by credit card or by a check made payable to Avalon Document Services.

The Town of Amherst reserves the right to extend this bid to other municipalities and qualifying divisions as set forth under NYGML.

Proposals shall be made and received upon the following conditions. Each proposal must be accompanied by the deposit of a certified check, payable to the Town of Amherst, for a sum equal to five percent (5%) of the total amount of the Bid, or a bond with sufficient sureties in a penal sum equal to five percent (5%) of such total bid amount, conditioned that if the proposal is accepted, that he will execute within fifteen (15) days from the date of the acceptance of the proposal.

Upon acceptance of his Bid, if the successful bidder fails to enter into a Contract pursuant to the requirements of the Contract Documents, or fails to give the further security prescribed in this Notice, with the same time limited therein, then the check/bond deposited as aforesaid and the monies standing to the credit of the same, shall be forfeited to the Town as liquidated damages, or the payment of the bond enforced for the benefit of the Town. The Town of Amherst reserves the right to waive informalities in or to reject any and all bids.

By the Order of the Town Board of
Amherst, Erie County, New York

Brian J. Kulpa, Town Supervisor

Date: March 18, 2024

Attachment: Building 13 UPS replacement (RES-2024-531 : WPCF Building 13 Uninterruptable Power Supply [UPS] Replacement)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

Town of Amherst
Engineering Department
BID SPECIFICATIONS

ITEM NO.	QTY	U/M	CATALOG NO./DESCRIPTION	TOTAL PRICE
			Price Per NYS Contract if Applicable	
			NYS Contract # N/A	
1	1		80KVA three phase floor mounted uninterruptible power supply system	$151,600.00
			No additional charges will be allowed.	

NOTE: Bid results cannot be given over the phone. All requests for bid results should be submitted via e-mail to: zkittleman@amherst.ny.us

NAME OF BIDDER: CIR Electrical Construction Corporation

Attachment: Building 13 UPS replacement (RES-2024-531 : WPCF Building 13 Uninterruptable Power Supply [UPS] Replacement)

Town of Amherst
Engineering Department
INSTRUCTIONS TO BIDDERS

1. **Bid shall be submitted on these Town of Amherst bid forms** or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT

2. **Late Proposals.** Any responses received after the date and time prescribed will not be considered for contract award.

3. **Emergency Closings.** In the event the closing of certain Town facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Town's control, only bids received in the Purchasing Department prior to the date and time or postmarked as of the date prescribed will be considered for contract award.

4. **Any change in wording or interlineation by a bidder of the inquiry** as published by the Town of Amherst shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.

5. **The Town of Amherst reserves the right to reject any and all bids**, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The Town does not obligate itself to accept the lowest or any other proposal.

6. **Award to the lowest responsible bidder.** For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Purchasing Department, to present information and documentation to the Director of Purchasing, to satisfy the Town that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.

7. **Contract(s) or purchase order(s) will be awarded** after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.

8. **This EXECUTORY CLAUSE** shall be a part of any agreement entered into pursuant to this bid:

   It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the Town of Amherst and appropriated therefore, and no liability on account thereof shall be incurred by the Town beyond the monies available and appropriated for the purpose thereof.

9. **Failure to meet delivery schedule** as per accepted bid may result in legal action by the Town of Amherst to recover damages.

10. **Prices shall be quoted F.O.B. Destination**, delivered inside (The dock or inside office). "Tailgate delivery" will not be accepted unless specified by the Town of Amherst.

11. **Collect transportation charges will not be paid by the Town of Amherst**. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included. There will be no additional charges for delivery.

12. **No taxes are to be billed to the Town of Amherst**. Proposals shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The Town of Amherst Purchase Order is an exemption certificate. Any applicable taxes from which the Town of Amherst is not exempt shall be listed separately as cost elements, and added into the total net price.

13. **The successful respondent shall comply with all laws, rules, regulations and ordinances** of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to its performance under this contract.

14. **Gratuities, Illegal or Improper Schemes.** The Town may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any Town official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. The Town may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, the Town shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

15. **Insurance shall be procured by the Successful Bidder before commencing work**, no later than 14 days after

Attachment: Building 13 UPS replacement (RES-2024-531 : WPCF Building 13 Uninterruptable Power Supply [UPS] Replacement)

notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in the Agreement Addendum, unless otherwise stipulated in these Bid Specifications. If the insurance is not provided in acceptable form within this period of time, then the Director of Purchasing may declare the vendor non-responsive and award the contract to the next responsible vendor.

16. **Any cash discount** which is part of bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The Town of Amherst policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the Town will take the discount when payment is made. The Town will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.

17. **Changes in work.** The Town may, as the need arises, through the Director of Purchasing, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and the Town through the Director of Purchasing.

18. **Bid offering material other than that of specified manufacturer or trade name** will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.

19. **If material or services other than those specified in this bid document are offered,** the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:

    (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Director of Purchasing, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.

    (b) Descriptive literature of item offered, for evaluation.

    (c) List of installations in the Town of Amherst of the item offered.

    (d) List of other installations.

20. **Any additional information** for which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

21. **Workmanship must meet with the approval of the department head(s) involved, and shall be first class** in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion, may be rejected and shall be made good by the contractor at his own expense.

22. **Contractor shall Clean up and remove** all debris and rubbish resulting from the work and leave the premises broom clean to the approval of the department head.

23. **THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days** from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Purchasing Department. Upon withdrawal of the bid pursuant to this paragraph, the Purchasing Department will forthwith return the bidder's security deposit.

24. **Prices charged to the Town of Amherst** are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.

25. **Price is Firm.** The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.

26. **Extension of price protection**. Any contract entered into pursuant to this bid to supply the Town of Amherst requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful respondent and the Town of Amherst. All extensions shall be submitted in writing and shall have prior approval by the Town of Amherst, Director of Purchasing.

27. **In executing this bid, the bidder affirms** that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned

Attachment: Building 13 UPS replacement (RES-2024-531 : WPCF Building 13 Uninterruptable Power Supply [UPS] Replacement)

has checked all of the bid figures, and understands that the Town will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

28. **The undersigned shall be fully accountable** for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, Town, County or State officer or agency empowered to investigate the contract or his performance.

29. **Termination of contract:**

a. This agreement may be terminated by either party upon seven (7) days written notice, should the party fail substantially to perform in accordance with its terms, through no fault of the party initiating the termination.

b. At its option, the Town may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the Town.

c. In the event of termination for any reason other than the fault of the Contractor, or the nonavailability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.

30. **The successful bidder to whom the bid is awarded shall indemnify and hold harmless** the Town of Amherst and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

31. **Status as an independent contractor:** The successful Bidder to whom the bid is awarded and the Town agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the Town or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the Town or any department, agency or unit thereof.

32. **Governed by New York law:** This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

33. **"A contract formed by the acceptance of this bid** shall be deemed to have been let in a manner that constitutes competitive bidding consistent with state law and made available for use by other governmental entities pursuant to General Municipal Law 103 (16)"

Attachment: Building 13 UPS replacement (RES-2024-531 : WPCF Building 13 Uninterruptable Power Supply [UPS] Replacement)

Town of Amherst

ENGINEERING DEPARTMENT

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME CIR Electrical Construction Corporation

ADDRESS OF PRINCIPAL OFFICE:

STREET 2517 Long Road

CITY Grand Island STATE NY

ZIP 14072 AREA CODE 716 PHONE 362-5000

Check one: CORPORATION X PARTNERSHIP ____ INDIVIDUAL ____

FEDERAL ID NUMBER: 16-1068755

E-MAIL ADDRESS: mbrunelle@cirelectric.com

INCORPORATED UNDER THE LAWS OF THE STATE OF New York

If foreign corporation, state if authorized to do business in the State of New York:

YES ____ NO ____

TRADE NAMES: ____

ADDRESS OF LOCAL OFFICE:

STREET ____

CITY ____ STATE ____

ZIP ____ AREA CODE ____ PHONE ____

NAMES AND ADDRESSES OF PARTNERS:

Aubrey Swanson President	1625 Bronson Rd, Grand Island, NY 14072
Marc A. Brunelle, Chief Operating Officer	6039 Berkley Dr, Orchard Park, NY 14127
Jeffrey Pedro, CFO/Treasurer	6653 Chestnut Ridge Rd, Orchard Park, NY 14127

(Rev. 3/2013)

Attachment: Building 13 UPS replacement (RES-2024-531 : WPCF Building 13 Uninterruptable Power Supply [UPS] Replacement)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

EXHIBIT "A"

Town of Amherst

Engineering Department

ASSIGNMENT OF PUBLIC CONTRACTS

GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an officer, board or agency of a political subdivision, or any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

2. If any contractor, to whom any contract is let, granted, or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, without the previous written consent specified in subdivision one (1) of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignee, transferee or sublessee shall forfeit and lose all monies, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of the State.

NO ASSIGNMENT OF ANY AGREEMENT pursuant to this bid shall be made without specific prior approval, in writing, by the Town of Amherst Director of Purchasing.

(Rev. 3/2013)

Attachment: Building 13 UPS replacement (RES-2024-531 : WPCF Building 13 Uninterruptable Power Supply [UPS] Replacement)

Exhibit D

TOWN OF AMHERST
WATER POLLUTION CONTROL FACILITY
BUILDING #13 UPS REPLACEMENT

TOWN PROJECT NO. 2023.002A

BID BOND FOR ELECTRICAL CONSTRUCTION CONTRACT

(GENERAL or ELECTRICAL)

(To be submitted, at the option of the Bidder, in lieu of certified check for bid guarantee.)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

_____,as Principal, and

_____, as

Surety, are hereby held and firmly bound into _____ in the

penal sum of _____ for the

payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the _____.

NOW THEREFORE,

(a) If said Bid shall be rejected, or in the alternate

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract and performance and maintenance bond, in the form required by the Town of Amherst

Attachment: Building 13 UPS replacement (RES-2024-531 : WPCF Building 13 Uninterruptable Power Supply [UPS] Replacement)

Specifications and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Principal may accept such Bids, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)

_____
Surety

By _____

(SEAL)

Attachment: Building 13 UPS replacement (RES-2024-531 : WPCF Building 13 Uninterruptable Power Supply [UPS] Replacement)

Acknowledgment if
Contractor is an Individual, Partnership or Corporation

By:_____

Name: _____

Title: _____

Company: _____

STATE OF NEW YORK)
) ss:
COUNTY OF)

On _____, 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: Building 13 UPS replacement (RES-2024-531 : WPCF Building 13 Uninterruptable Power Supply [UPS] Replacement)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

EXHIBIT "G"

Town of Amherst

Engineering Department

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;

(2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this 17th day of April, 20 24

TERMS N 30 DELIVERY DATE AT DESTINATION 10 weeks from P.O.

FIRM NAME CIR Electrical Construction Corporation

ADDRESS 2517 Long Road

Grand Island, New York ZIP 14072

AUTHORIZED SIGNATURE Marc A Brunelle

TYPED NAME OF AUTHORIZED SIGNATURE Marc A. Brunelle

TITLE Chief Operating Officer TELEPHONE NO. 716-362-5000

(Rev.3/2013)

Attachment: Building 13 UPS replacement (RES-2024-531 : WPCF Building 13 Uninterruptable Power Supply [UPS] Replacement)

EXHIBIT "I"

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g. both effective April 12, 2012. Under the Act, the Commissioner of the office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the Town receive information that a Bidder/Contractor is in violation of the above-referenced certification, the Town will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased 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 may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The Town reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, Marc A. Brunelle, being duly sworn, deposes and says that he/~~she~~ is the Chief Operating Officer of the CIR Electrical Construction Corporation Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

Marc A. Brunelle
Signed

COLLEEN ANN BRUNELLE
Notary Public, State of New York
Reg. No. 01BR0013647
Qualified In Erie County
Commission Expires 09/19/2027

SWORN to before me this
17th day of April
2024
Notary Public: Colleen A Brunelle

Attachment: Building 13 UPS replacement (RES-2024-531 : WPCF Building 13 Uninterruptable Power Supply [UPS] Replacement)

SPECIFICATIONS

WPCF: Building# 13 Uninterruptible Power Supply (UPS) Replacement

INTERPRETATION OF DOCUMENTS

This is to be a "replacement in-kind" of two (2) cabinets including eighty (80) batteries capable of supplying uninterruptible power to Building 13.

All questions about the meaning or intent of the specifications must be submitted via email to MEBuff-RFI-Sub-Clerk@meengineering.com with a copy to zkittleman@amherst.ny.us in writing. Please include Bid #2023-002A & Project Name. Replies will be issued by Addenda emailed to all parties recorded as having received the proposal documents. Questions received after April 5th, 2024 will not be responded to.

EXHIBIT W

SCHEDULE OF STATE MINIMUM WAGE RATES

A. The labor on this Contract shall be performed in all respects in full accordance with the Labor Law of the State of New York. In accordance with Section 220, Subdivision 3, and Section 220-D, of the Labor Law, the Industrial Commissioner has designated as the minimum hourly rates to be paid to employees on this Work the rates shown on the schedule that can be found at the following link: https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1562181 be posted in a prominent and convenient place for the inspection of the Contractor's employees.

B. Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages and supplements to be paid to all laborers, workmen and mechanics employed on public work projects, at the time the work is performed. The amount of supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements.

C. Certified Payroll - Every contractor, and sub-contractor, shall submit to the department of jurisdiction within thirty days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll record, as provided by Article 8 Section 220 Subdivision 3 (a) iii of the NYS Labor Law, subscribed and sworn to or affirmed as true under the penalties of perjury. Any person who willfully fails to file such payroll records with the department of jurisdiction shall be guilty of a class E felony. In addition, any person who willfully fails to file such payroll records within the time specified in this subparagraph shall be subject to a civil penalty of up to one thousand dollars per day. Payments will be withheld until the Town of Amherst receives certified payroll.

D. The CONTRACTOR shall make provision for disability benefits, workmen's compensation, unemployment insurance and social security as required by law.

Attachment: Building 13 UPS replacement (RES-2024-531 : WPCF Building 13 Uninterruptable Power Supply [UPS] Replacement)

EXHIBIT "F"

Addendum to Contract

Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision conflict with the clauses in this Article the provisions in this Article are to be enforceable and the conflicting provision shall be considered null and void.

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.

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 from the negligence, active or passive, of Contractor, its officers, agents, subcontractors, and/or employees.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph 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 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 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:

General and Professional (if applicable) Liability insurance 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.

Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances.

Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also name the Town as a primary additional insured in said policies.

(c) 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 and no later than three (3) days after the date of such accident.

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.

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.

Attachment: Building 13 UPS replacement (RES-2024-531 : WPCF Building 13 Uninterruptable Power Supply [UPS] Replacement)

(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.

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.

This Agreement shall be governed by, and interpreted according to the laws of the State of New York. Any and all legal action necessary to enforce the Agreement will be held in Erie County, New York.

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. 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:

CIR Electrical Construction Corporation
Print Name of Company

By: _____
Signature

Marc A. Brunelle
Printed name

Date: 4/18/2024

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Building 13 UPS replacement (RES-2024-531 : WPCF Building 13 Uninterruptable Power Supply [UPS] Replacement)

NOTICE TO ALL CONTRACTORS

The Town of Amherst, from time-to-time, hires contractors to perform maintenance, repair and other services on properties and structures owned by the Town. Prior to performing such work, it is necessary that the contractor has liability insurance in a minimum amount of $1,000,000.00 with appropriate excess/umbrella coverage, as well as the appropriate New York State Disability and Worker's Compensation Insurance in effect.

Prior to performing any inspection of such properties or structures to prepare a bid or provide an estimate or quote, it is necessary that the contractor through an individual with legal authority, sign and execute the Assumption of Risk/ Indemnification Agreement attached hereto.

If you are awarded the contract for the work, you will be required to provide liability insurance in a minimum amount of $1,000,000.00, with appropriate excess/umbrella coverage to the Town of Amherst. Their insurance policies must name the Town of Amherst as an additional insured on a primary, non-contributory basis. Furthermore, you are required to provide an original certificate that you have appropriate Disability (Form DB 120.1) and Worker's Compensation Insurance (Forms C105.2 or U26.3). Verification of proper insurance must be on file with the Town of Amherst before commencement of work.

Attachment: Building 13 UPS replacement (RES-2024-531 : WPCF Building 13 Uninterruptable Power Supply [UPS] Replacement)

ASSUMPTION OF RISK/ INDEMNIFICATION AGREEMENT

In consideration for being allowed to enter upon Town of Amherst property, or property otherwise maintained or possessed by the Town, for the sole purposes of providing an estimate or a quote relative to potentially contracting to perform repair, construction or maintenance work on such property, it being explicitly understood that no work of any type will be performed including but not limited to erection, demolition, repairing, altering, painting, cleaning or pointing any building or structure, the undersigned hereby agrees to the following conditions:

1.) Assumption of risk and release from liability. All risk, loss, injury, damage, or destruction to person or property are assumed in full by the licensee, including, but not limited to: all risks normally attendant to the activity engaged in and known to the licensee or ascertainable by reasonable inquiry, and licensee agrees to the fullest extent permitted by law, to indemnify and hold harmless the Town of Amherst and its offices, employees, and agents from and against all injury, damage, liability, or cost, including attorney's fees caused by such inspection activities in the Town of Amherst except to the extent that such loss was brought about solely by the negligence or culpable conduct on the part of the Town of Amherst.

2.) The licensee represents and certifies that he has insurance in effect insuring the licensee for any losses arising from any inspection of Town property for performing bidding or performing a job estimate/quote.

3.) The person signing below hereby acknowledges that he has authority to bind any legal entity on behalf of which he signs this document.

Marc A. Brunelle
NAME OF PERSON/ ENTITY

Chief Operating Officer
TITLE (IF APPLICABLE)

SIGNATURE

4/18/2024
DATE

Attachment: Building 13 UPS replacement (RES-2024-531 : WPCF Building 13 Uninterruptable Power Supply [UPS] Replacement)

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 29083 **RESOLUTION 2024-532** **ADOPTED**

WPCF Building #7 Variable Frequency Drive [VFD] Procurement Town Project No. 2022.002F

We are requesting the Town Board approve the award of the above referenced procurement contract Volland Electric Company, Inc. Volland offered the low bid of $30,453.00 of the four submitted bids for this contract; please see the enclosed bid tabulation.

The contract calls for the purchase of three [3] 200 HP VFDs that will replace the existing 20-year-old units. Funds are available for this contract in the following account: #KP 2136-4972.

This request is pending the successful completion of the contract review process. Thank you for considering this request.

6/10/2024
Consent

FINANCIAL IMPACT:

KP 2136-4972

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

IDENTIFY (INFORMATION MUST BE COMPLETED OR CONTRACT WILL BE RETURNED TO APPROPRIATE DEPARTMENT)

REQUESTED TOWN BOARD AGENDA DATE: May 13, 2024

Contract/Project Title: WPCF: Intermediate Pump Station Variable Frequency Drive [VFD] Procurement (TOA Project #2022.002F)

Vendor: Volland Electric Co, Inc.

ORG: KP 2136

OBJECT: 4972 [construction]

Amount: Total of Lump Sum Bid: $30,453.00

Contract Period: May 13, 2024 – November 13, 2024

Department contact: Richard A. Rink [ext. #8071]

APPROVED AS TO CONTENT

Department Head - Signature

Jeffrey S. Burroughs, P.E.

Department Head - Print Name

Date Approved:

Attachment: VFD Building 7 pdf (RES-2024-532 : WPCF Building #7 Variable Frequency Drive [VFD] Procurement)

ENGINEERING

Mechanical/Electrical Engineering Consultants
Buffalo • Rochester • Syracuse • Capital District

April 30, 2024

TOWN OF AMHERST
WATER POLLUTION CONTROL FACILITY
INTERMEDIATE PUMPING STATION
VFD PROCUREMENT
TOWN OF AMHERST PROJECT NO. 2022.002F
ELECTRIC CONTRACT
M/E Reference 221440.00

TOWN OF AMHERST
WATER POLLUTION CONTROL FACILITY
455 Tonawanda Creek Road
Amherst, New York 14228

Attention: Mr. Richard A. Rink

Dear Mr. Rink:

We have reviewed Volland's bid, confirmed with Mason Graham that they visited the site, understand the scope of the project, are comfortable with the price quoted, and do not intend to propose any material substitutions. We therefore recommend that the contract be awarded to Volland in the amount of $30,453.00.

Sincerely,

M/E ENGINEERING, P.C.

Brian P Thompson

Brian P. Thompson
Project Designer

BPT:jfi
Encls.
cc: Mr. Michael Poslinski – Town of Amherst
Mr. David M. Schlant, PE – M/E Engineering

Attachment: VFD Building 7 pdf (RES-2024-532 : WPCF Building #7 Variable Frequency Drive [VFD] Procurement)

Town of Amherst

WPCF Intermediate Pumping Station VFD Procurement

TOA Project No. 2022.002F - Procurement

Bids Received
Thursday, April 18th, 2024 @ 12:00 P.M.

No.	BIDDER	Bid Item #1
1	Volland Electric Co. [Yaskawa-3]	$30,453.00
2	Plant-IQ Co. [Eaton-3]	$31,275.00
3	Power-Flo Tech., Inc. [ABB-3]	$65,615.01
4	Black Rock Controls, LLC [Scheider Elec. Altivar-3]	$103,830.00
5		

Bid Item Number	Bid Item Description
1	Three (3) 200 HP, 480 V, 19" wide Variable Frequency Drives.

Attachment: VFD Building 7 pdf (RES-2024-532 : WPCF Building #7 Variable Frequency Drive [VFD] Procurement)

Town of Amherst

WPCF Intermediate Pumping Station VFD Procurement

TOA Project No. 2022.002F - Procurement

Bids Received
Thursday, April 18th, 2024 @ 12:00 P.M.

No.	BIDDER	Bid Item #1
1	Volland Electric Co. [Yaskawa-3]	$30,453.00
2	Plant-IQ Co. [Eaton-3]	$31,275.00
3	Power-Flo Tech., Inc. [ABB-3]	$65,615.01
4	Black Rock Controls, LLC [Scheider Elec. Altivar-3]	$103,830.00
5		

Bid Item Number	Bid Item Description
1	Three (3) 200 HP, 480 V, 19" wide Variable Frequency Drives.

Attachment: VFD Building 7 pdf (RES-2024-532 : WPCF Building #7 Variable Frequency Drive [VFD] Procurement)

Town of Amherst - WPCF - Intermediate Pump Station Variable Frequency Drives (VFD) Procurement

Intermediate Pump Station Variable Frequency Drives (VFD) Procurement

Plan Holders

Date	Company	Contact
3/13/24 2:07 pm	**Avalon** 40 La Riviere Drive Suite 150 Buffalo, NY 14202	**Buffalo Service** Tel: 716-995-7777 Fax: 716-995-7778
4/16/24 3:46 pm	**BLACK ROCK CONTROLS** 2852 Delaware Ave Suite 100 Buffalo, NY 14217	**Matthew Kane** **Managing Partner** Tel: 7169128392
3/26/24 3:32 pm	**ConstructConnect** 30 Technology parkway South, Suite 100 Norcross, GA 30092	**Construct Connect** Tel: 3026025079 Fax: 3026025079
3/14/24 8:40 am	**Construction Exchange of Buffalo** 2660 William Street Cheektowaga, NY 14227	**Melissa Kowalczyk Construction Exchange** **Plan Room Coordinator** Tel: 716-874-3435 Fax: 716-875-4412
3/15/24 5:02 am	**Dodge Data** 830 3rd Avenue, 6th floor New York, NY 10022	**Jayalakshmi Loganathan** Tel: 413-376-7032
3/14/24 8:49 am	**Koester Associates** 3101 Seneca turnpike Canastota, NY 13032	**Kyle Buckles** Tel: 315-697-3800 Fax: 315-697-3888
3/13/24 2:10 pm	**M/E Engineering**	**Sharon Muraco**
3/22/24 3:56 pm	**Precision Electric Motor Works, Inc. / IPS Company** 18 Sebago Street Clifton, NJ 07013	**Josie Victor** **Inside Sales Representative** Tel: 9734712600
3/21/24 3:59 pm	**Volland Electric** 75 Innsbruck Drive Buffalo, NY 14227	**Mason Graham** **Salesman** Tel: 716-656-9900

Attachment: VFD Building 7 pdf (RES-2024-532 : WPCF Building #7 Variable Frequency Drive [VFD] Procurement)

WATER POLLUTION CONTROL FACILITY

INTERMEDIATE PUMPING STATION VFD PROCUREMENT

Town of Amherst, New York

TOWN PROJECT NO. 2022.002F – Electrical Contract

Town Officials:

Town Supervisor
Brian J. Kulpa

Council Members
Jacqualine G. Berger
Angela Marinucci
Michael Szukala
Shawn A. Lavin

Town Clerk
Francina J. Spoth

Town Attorney
Martin A. Polowy

Town Engineer
Jeffrey S. Burroughs, P.E.

Highway Superintendent
Steven Floss

March 2024

Attachment: VFD Building 7 pdf (RES-2024-532 : WPCF Building #7 Variable Frequency Drive [VFD] Procurement)

TABLE OF CONTENTS

Amherst Small Bid Book		1 thru 18	
DIVISION 26 - ELECTRICAL			
Section 260500	Basic Electrical Requirements	260500-1 thru	7
Section 269213	Motor Controllers	269213-1 thru	7

Attachment: VFD Building 7 pdf (RES-2024-532 : WPCF Building #7 Variable Frequency Drive [VFD] Procurement)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

Town of Amherst
Engineering Department

INVITATION TO BID # 2022.002F

WPCF: INTERMEDIATE PUMPING STATION VFD PROCUREMENT
TOA Project No. 2022.002F

Bids, as stated below, will be received and publicly opened by the Purchasing Department in accordance with the attached specifications. FAX / electronically submitted bids will not be accepted.

Bid Instructions:

- **Four (4) sealed copies of the proposal are required.**
- **All four (4) bid packets may be placed in one sealed envelope.**
- **In each of the four (4) bid packets being submitted, EACH page requiring a signature, must be an original signature, and must be signed in BLUE INK.**
- **If you are submitting bids for more than one job, please put in separate envelopes, marked with the Bid number.**

Please submit to:

Town of Amherst
Contract Compliance & Administration – 2nd Floor
5583 Main Street
Williamsville, New York 14221

NOTE: Lower left hand corner of envelope MUST indicate the following:

BID NUMBER: 2022.002F

OPENING DATE April 18th, 2024 TIME: 12:00PM

FOR: WPCF: Intermediate Pumping Station VFD PROCUREMENT

NAME OF BIDDER: Volland Electric Equipment Corporation

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope.

Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

X	EXHIBIT "A"	- Assignment of Public Contracts
N/A	EXHIBIT "D"	- Bid Bond (Formal Bid) **5%**
X	EXHIBIT "F"	- Agreement Addendum
X	EXHIBIT "G"	- Non-Collusive Bidding Certification
X	EXHIBIT "I"	- Certification of Compliance with the Iran Divestment Act

Attachment: VFD Building 7 pdf (RES-2024-532 : WPCF Building #7 Variable Frequency Drive [VFD] Procurement)

Town of Amherst
Engineering Department

NOTICE TO BIDDERS

WATER POLLUTION CONTROL FACILITY
WPCF Intermediate Pump Station Variable Frequency Drives [VFD] Procurement
TOA PROJECT NO. 2022.002F

Sealed bids for the above mentioned project in the Town of Amherst will be received by mail or in a bid drop off box found in the rotunda of the Town's Municipal Building, 5583 Main Street, Williamsville, New York on or before **12:00 PM local standard time on Thursday April 18, 2024,** at which time they will be publicly opened and read aloud in the Council Chambers, Amherst Municipal Building, 5583 Main Street, Williamsville, New York. **Four (4) copies of each Bid are required to be enclosed** in an opaque sealed envelope plainly marked on the outside with the name of the bidder, bidder's address, the name of the project, project number, and the bid date.

Please be advised that a Bidders Conference is scheduled for **10:00 AM Tuesday March 26, 2024** at the Water Pollution Control Facility, 455 Tonawanda Creek Road, Amherst, NY 14228. This will be the only scheduled conference. In order to attend this conference and gain entrance into the facility, **bidders are required to bring the completed Vendor Liability Waiver Form** found within the specification. Bidders interested in submitting bids are **strongly encouraged** to attend this conference. Deadline for bidder questions will be **Tuesday April 9, 2024.**

Specifications for the above listed project may be obtained via the following website on or after **Wednesday March 13, 2024**: www.avalonplanroom.com in the Public Bid Section. Specifications for this project may also be picked up at Avalon Documents printing at 741 Main Street, Buffalo NY 14203, upon non-refundable payment made by credit card or check payable to Avalon Document Services. If there are any questions, please contact Avalon Document Services at [716] 995-7777.

The Town of Amherst reserves the right to waive informalities in or to reject any and all bids. As set forth under NYGML, the Town also reserves the right to extend this bid to other municipalities and qualifying divisions.

By Order of the Town Board
Town of Amherst, New York

Brian J. Kulpa, Town Supervisor

DATE: March 13, 2024

Attachment: VFD Building 7 pdf (RES-2024-532 : WPCF Building #7 Variable Frequency Drive [VFD] Procurement)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

Town of Amherst
Engineering Department
BID SPECIFICATIONS

ITEM NO.	QTY	U/M	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Price Per NYS Contract if Applicable		
			NYS Contract # 2022.002F		
			200 HP, 480 V, 19" wide Variable Frequency Drive		
1	3		Manufacturer and Model #		
	3		Yaskawa FP6SU4240ABA	$10,151.00	$30,453.00
			+ With SI-EN3 Ethernet/IP Card		
			+ 2 year warranty from shipment		
			Anticipated Equipment Delivery		
			Schedule From Issuance of		
			Purchase Order: 1 Months		
			No additional charges will be allowed.		

NOTE: Bid results cannot be given over the phone. All requests for bid results should be submitted via e-mail to: zkittleman@amherst.ny.us

NAME OF BIDDER: Volland Electric Equipment Corporation

Attachment: VFD Building 7 pdf (RES-2024-532 : WPCF Building #7 Variable Frequency Drive [VFD] Procurement)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

BID NO 2022.002F

VOLLAND ELECTRIC'S BID EXCEPTIONS

Unit Quoted: Yaskawa FP65U4240ABA with SI-EN3 Communication Card

- Does not comply with 2.2 F.1 – UL 1449 SPD
- Does not comply with 2.2 B.10. Meets IBC2006 standard, not ICS 61800-2.

Attachment: VFD Building 7 pdf (RES-2024-532 : WPCF Building #7 Variable Frequency Drive [VFD] Procurement)

Town of Amherst
Purchasing Department
INSTRUCTIONS TO BIDDERS

1. **Bid shall be submitted on these Town of Amherst bid forms** or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT

2. **Late Proposals.** Any responses received after the date and time prescribed will not be considered for contract award.

3. **Emergency Closings.** In the event the closing of certain Town facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Town's control, only bids received in the Purchasing Department prior to the date and time or postmarked as of the date prescribed will be considered for contract award.

4. **Any change in wording or interlineation by a bidder of the inquiry** as published by the Town of Amherst shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.

5. **The Town of Amherst reserves the right to reject any and all bids**, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The Town does not obligate itself to accept the lowest or any other proposal.

6. **Award to the lowest responsible bidder.** For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Purchasing Department, to present information and documentation to the Director of Purchasing, to satisfy the Town that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.

7. **Contract(s) or purchase order(s) will be awarded** after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.

8. **This EXECUTORY CLAUSE** shall be a part of any agreement entered into pursuant to this bid:

   It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the Town of Amherst and appropriated therefore, and no liability on account thereof shall be incurred by the Town beyond the monies available and appropriated for the purpose thereof.

9. **Failure to meet delivery schedule** as per accepted bid may result in legal action by the Town of Amherst to recover damages.

10. **Prices shall be quoted F.O.B. Destination**, delivered inside (The dock or inside office). "Tailgate delivery" will not be accepted unless specified by the Town of Amherst.

11. **Collect transportation charges will not be paid by the Town of Amherst**. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included. There will be no additional charges for delivery.

12. **No taxes are to be billed to the Town of Amherst.** Proposals shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The Town of Amherst Purchase Order is an exemption certificate. Any applicable taxes from which the Town of Amherst is not exempt shall be listed separately as cost elements, and added into the total net price.

13. **The successful respondent shall comply with all laws, rules, regulations and ordinances** of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to its performance under this contract.

14. **Gratuities, Illegal or Improper Schemes.** The Town may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any Town official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. The Town may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, the Town shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

15. **Insurance shall be procured by the Successful Bidder before commencing work**, no later than 14 days after

Attachment: VFD Building 7 pdf (RES-2024-532 : WPCF Building #7 Variable Frequency Drive [VFD] Procurement)

16. notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in the Agreement Addendum, unless otherwise stipulated in these Bid Specifications. If the insurance is not provided in acceptable form within this period of time, then the Director of Purchasing may declare the vendor non-responsive and award the contract to the next responsible vendor.

17. **Any cash discount** which is part of bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The Town of Amherst policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the Town will take the discount when payment is made. The Town will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.

18. **Changes in work.** The Town may, as the need arises, through the Director of Purchasing, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and the Town through the Director of Purchasing.

19. **Bid offering material other than that of specified manufacturer or trade name** will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.

20. **If material or services other than those specified in this bid document are offered,** the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:

    (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Director of Purchasing, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.

    (b) Descriptive literature of item offered, for evaluation.

    (c) List of installations in the Town of Amherst of the item offered.

    (d) List of other installations.

21. **Any additional information** for which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

22. **Workmanship must meet with the approval of the department head(s) involved, and shall be first class** in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion, may be rejected and shall be made good by the contractor at his own expense.

23. **Contractor shall Clean up and remove** all debris and rubbish resulting from the work and leave the premises broom clean to the approval of the department head.

24. **THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days** from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Purchasing Department. Upon withdrawal of the bid pursuant to this paragraph, the Purchasing Department will forthwith return the bidder's security deposit.

25. **Prices charged to the Town of Amherst** are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.

26. **Price is Firm.** The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.

27. **Extension of price protection.** Any contract entered into pursuant to this bid to supply the Town of Amherst requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful respondent and the Town of Amherst. All extensions shall be submitted in writing and shall have prior approval by the Town of Amherst, Director of Purchasing.

Attachment: VFD Building 7 pdf (RES-2024-532 : WPCF Building #7 Variable Frequency Drive [VFD] Procurement)

28. **In executing this bid, the bidder affirms** that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the Town will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

29. **The undersigned shall be fully accountable** for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, Town, County or State officer or agency empowered to investigate the contract or his performance.

30. **Termination of contract:**

a. This agreement may be terminated by either party upon seven (7) days written notice, should the party fail substantially to perform in accordance with its terms, through no fault of the party initiating the termination.

b. At its option, the Town may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the Town.

c. In the event of termination for any reason other than the fault of the Contractor, or the nonavailability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.

30. **The successful bidder to whom the bid is awarded shall indemnify and hold harmless** the Town of Amherst and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

31. **Status as an independent contractor:** The successful Bidder to whom the bid is awarded and the Town agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the Town or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the Town or any department, agency or unit thereof.

32. **Governed by New York law:** This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

33. **"A contract formed by the acceptance of this bid** shall be deemed to have been let in a manner that constitutes competitive bidding consistent with state law and made available for use by other governmental entities pursuant to General Municipal Law 103 (16)"

Attachment: VFD Building 7 pdf (RES-2024-532 : WPCF Building #7 Variable Frequency Drive [VFD] Procurement)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

Town of Amherst

PURCHASING DEPARTMENT

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME Volland Electric Equipment Corporation

ADDRESS OF PRINCIPAL OFFICE:

STREET 75 Innsbruck Drive

CITY Buffalo STATE NY

ZIP 14227 AREA CODE 716 PHONE 656-9900

Check one: CORPORATION V PARTNERSHIP_____ INDIVIDUAL_____

FEDERAL ID NUMBER: 16-0675916

E-MAIL ADDRESS: Mgraham@volland.com

INCORPORATED UNDER THE LAWS OF THE STATE OF New York

If foreign corporation, state if authorized to do business in the State of New York:

YES _____ NO _____

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE:

STREET _____

CITY _____ STATE _____

ZIP _____ AREA CODE _____ PHONE _____

NAMES AND ADDRESSES OF PARTNERS:

_____ _____

_____ _____

_____ _____

_____ _____

(Rev. 3/2013)

Attachment: VFD Building 7 pdf (RES-2024-532 : WPCF Building #7 Variable Frequency Drive [VFD] Procurement)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

EXHIBIT "A"

Town of Amherst

Purchasing Department

ASSIGNMENT OF PUBLIC CONTRACTS

GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an officer, board or agency of a political subdivision, or any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

2. If any contractor, to whom any contract is let, granted, or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, without the previous written consent specified in subdivision one (1) of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignee, transferee or sublessee shall forfeit and lose all monies, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of the State.

NO ASSIGNMENT OF ANY AGREEMENT pursuant to this bid shall be made without specific prior approval, in writing, by the Town of Amherst Director of Purchasing.

(Rev. 3/2013)

Attachment: VFD Building 7 pdf (RES-2024-532 : WPCF Building #7 Variable Frequency Drive [VFD] Procurement)

EXHIBIT "G"

Town of Amherst

Purchasing Department

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;

(2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this 15 day of April, 20 24

TERMS NET 30 DELIVERY DATE AT DESTINATION 2 weeks ARO

FIRM NAME Volland Electric Equipment Corporation

ADDRESS 75 Innsbruck Drive

Buffalo, NY ZIP 14227

AUTHORIZED SIGNATURE

TYPED NAME OF AUTHORIZED SIGNATURE

TITLE Salesman TELEPHONE NO. 716-656-9900

(Rev.3/2013)

Attachment: VFD Building 7 pdf (RES-2024-532 : WPCF Building #7 Variable Frequency Drive [VFD] Procurement)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

EXHIBIT "I"

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g. both effective April 12, 2012. Under the Act, the Commissioner of the office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the Town receive information that a Bidder/Contractor is in violation of the above-referenced certification, the Town will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased 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 may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The Town reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, Kirk Graham, being duly sworn, deposes and says that he/she is the President of the Volland Electric Equipment Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

Signed

Christine A. Hetzendorfer
Notary Public, State of New York
Qualified in Erie County
My Commission Expires May 1, 2026

SWORN to before me this
15th day of April
2024
Notary Public: Christine A. Hetzendorfer

Attachment: VFD Building 7 pdf (RES-2024-532 : WPCF Building #7 Variable Frequency Drive [VFD] Procurement)

SPECIFICATIONS

WPCF: VFD Replacement

INTERPRETATION OF DOCUMENTS

All questions about the meaning or intent of the specifications must be submitted via email to MEBuff-RFI-Sub-Clerk@meengineering.com with a copy to zkittleman@amherst.ny.us in writing. Please include Bid # 2022.002F and Project Name - WPCF: Intermediate Pumping Station VFD Procurement. Replies will be issued by Addenda emailed to all parties recorded as having received the proposal documents. Questions received after Tuesday, April 9, 2024 will not be responded to.

This is a procurement specification/bid only. Any information/reference to installation in Division 26-Electrical is for context only, as the new VFD's will eventually be installed under a separate contract.

The procured VFD's are to be delivered to the WPCF and unloaded to a storage location determined by the Asst. WPCF Superintendent of Maintenance.

Bidders/Manufacturers with very lengthy equipment delivery time frames greater than 6 months may be disqualified.

Attachment: VFD Building 7 pdf (RES-2024-532 : WPCF Building #7 Variable Frequency Drive [VFD] Procurement)

EXHIBIT "F"

Addendum to Contract

Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision conflict with the clauses in this Article the provisions in this Article are to be enforceable and the conflicting provision shall be considered null and void.

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.

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 from the negligence, active or passive, of Contractor, its officers, agents, subcontractors, and/or employees.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph 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 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 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:

General and Professional (if applicable) Liability insurance 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.

Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances.

Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also name the Town as a primary additional insured in said policies.

(c) 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 and no later than three (3) days after the date of such accident.

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.

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.

Attachment: VFD Building 7 pdf (RES-2024-532 : WPCF Building #7 Variable Frequency Drive [VFD] Procurement)

(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.

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.

This Agreement shall be governed by, and interpreted according to the laws of the State of New York. Any and all legal action necessary to enforce the Agreement will be held in Erie County, New York.

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. 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:

Volland Electric Equipment Corp.
Print Name of Company

By: _____
Signature

Mason Graham
Printed name

Date: 4/15/2024

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: VFD Building 7 pdf (RES-2024-532 : WPCF Building #7 Variable Frequency Drive [VFD] Procurement)

NOTICE TO ALL CONTRACTORS

The Town of Amherst, from time-to-time, hires contractors to perform maintenance, repair and other services on properties and structures owned by the Town. Prior to performing such work, it is necessary that the contractor has liability insurance in a minimum amount of $1,000,000.00 with appropriate excess/umbrella coverage, as well as the appropriate New York State Disability and Worker's Compensation Insurance in effect.

Prior to performing any inspection of such properties or structures to prepare a bid or provide an estimate or quote, it is necessary that the contractor through an individual with legal authority, sign and execute the Assumption of Risk/ Indemnification Agreement attached hereto.

If you are awarded the contract for the work, you will be required to provide liability insurance in a minimum amount of $1,000,000.00, with appropriate excess/umbrella coverage to the Town of Amherst. Their insurance policies must name the Town of Amherst as an additional insured on a primary, non-contributory basis. Furthermore, you are required to provide an original certificate that you have appropriate Disability (Form DB 120.1) and Worker's Compensation Insurance (Forms C105.2 or U26.3). Verification of proper insurance must be on file with the Town of Amherst before commencement of work.

Attachment: VFD Building 7 pdf (RES-2024-532 : WPCF Building #7 Variable Frequency Drive [VFD] Procurement)

ASSUMPTION OF RISK/ INDEMNIFICATION AGREEMENT

In consideration for being allowed to enter upon Town of Amherst property, or property otherwise maintained or possessed by the Town, for the sole purposes of providing an estimate or a quote relative to potentially contracting to perform repair, construction or maintenance work on such property, it being explicitly understood that no work of any type will be performed including but not limited to erection, demolition, repairing, altering, painting, cleaning or pointing any building or structure, the undersigned hereby agrees to the following conditions:

1.) Assumption of risk and release from liability. All risk, loss, injury, damage, or destruction to person or property are assumed in full by the licensee, including, but not limited to: all risks normally attendant to the activity engaged in and known to the licensee or ascertainable by reasonable inquiry, and licensee agrees to the fullest extent permitted by law, to indemnify and hold harmless the Town of Amherst and its offices, employees, and agents from and against all injury, damage, liability, or cost, including attorney's fees caused by such inspection activities in the Town of Amherst except to the extent that such loss was brought about solely by the negligence or culpable conduct on the part of the Town of Amherst.

2.) The licensee represents and certifies that he has insurance in effect insuring the licensee for any losses arising from any inspection of Town property for performing bidding or performing a job estimate/quote.

3.) The person signing below hereby acknowledges that he has authority to bind any legal entity on behalf of which he signs this document.

Mason Graham / Volland Electric
NAME OF PERSON/ ENTITY

TITLE (IF APPLICABLE)

SIGNATURE

4/15/2024
DATE

Attachment: VFD Building 7 pdf (RES-2024-532 : WPCF Building #7 Variable Frequency Drive [VFD] Procurement)

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 29098 **RESOLUTION 2024-533** **ADOPTED**

Professional Services Amendment - GHD Consulting Services, Inc. Stormwater Inspection Services CRS No. 4834

The Engineering Department is requesting the Town Board authorize the Town Supervisor to sign the attached time extension amendment between the Town of Amherst and GHD Consulting Services, Inc. to perform stormwater inspection services for projects on an "as-needed" basis, on behalf of the Town through October 31, 2024.

Funds for these consultant services will be collected from developers by the Engineering Department as Stormwater Inspection Permit fees. The fees will be placed in an escrow account (AG4010-0699) and will be paid to consultants following project completion. The entire cost of inspection services is funded through the fee collection, with no financial impact to the Town.

This request is pending contract review.

Thank you for your consideration of this request.

6/10/2024
Consent

FINANCIAL IMPACT:

AG4010-0699

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

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

1. Background Data:

   a. Effective Date of Original Agreement: **May 1, 2022**

   b. Owner: Town of Amherst

   c. Firm: GHD Consulting Services, Inc.

   d. Project: SWPPP related inspection services.

2. Nature of Amendment

   [X] Modifications to time(s) for rendering services

3. Description of Modifications

   This amendment will extend this professional services contract from May 1, 2024 through October 31, 2024.

4. Agreement Summary:

   - Lump Sum Fees shall be paid to the ENGINEER based on a sliding scale associated with the project size (acreage) as defined below.

   a. Lump Sum amount of $1,800.00 shall be paid to the ENGINEER for completing the nine inspections and submission of the required inspection reports detailed in Appendix A Section 2(A)(2.01)(D)(23) for a project size of 1 - 4.99 acres.

   b. Lump Sum amount of $3,200.00 shall be paid to the ENGINEER for completing the nine inspections and submission of the required inspection reports detailed in Appendix A Section 2(A)(2.01)(D)(23) for a project size of 5 - 10 acres.

   c. Lump Sum amount of $5,600.00 shall be paid to the ENGINEER for completing the nine inspections and submission of the required inspection reports detailed in Appendix A Section 2(A)(2.01)(D)(23) for a project size greater than 10 acres.

Change in time for services (days or date, as applicable): extend contract through October 31, 2024.

Attachment: GHD Extension_Amendment 5-1-24_electronic version (RES-2024-533 : Professional Services Amendment - GHD Consulting

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

Owner: Town of Amherst	Firm: GHD Consulting Services, Inc.
By: Brian J. Kulpa	By: Robert P. Lannon Jr.
Title: Town Supervisor	Title: Principal/Project Director
Date Signed:	Date Signed: May 6, 2024

Attachment: GHD Extension_Amendment 5-1-24_electronic version (RES-2024-533 : Professional Services Amendment - GHD Consulting

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 29099 **RESOLUTION 2024-534** **ADOPTED**

Professional Services Amendment - JM Davidson Engineering D.P.C. Stormwater Inspection Services CRS No. 4835

The Engineering Department is requesting the Town Board authorize the Town Supervisor to sign the attached time extension amendment between the Town of Amherst and JM Davidson Engineering to perform stormwater inspection services for projects on an "as-needed" basis, on behalf of the Town through October 31, 2024.

Funds for these consultant services will be collected from developers by the Engineering Department as Stormwater Inspection Permit fees. The fees will be placed in an escrow account (AG4010-0699) and will be paid to consultants following project completion. The entire cost of inspection services is funded through the fee collection, with no financial impact to the Town.

This request is pending contract review.

Thank you for your consideration of this request.

6/10/2024
Consent

FINANCIAL IMPACT:

AG4010-0699

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

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

1. Background Data:

   a. Effective Date of Original Agreement: **May 1, 2022**

   b. Owner: Town of Amherst

   c. Firm: JM Davidson Engineering, D.P.C.

   d. Project: SWPPP related inspection services.

2. Nature of Amendment

   [X] Modifications to time(s) for rendering services

3. Description of Modifications

   This amendment will extend this professional services contract from May 1, 2024 through October 31, 2024.

4. Agreement Summary:

   - Lump Sum Fees shall be paid to the ENGINEER based on a sliding scale associated with the project size (acreage) as defined below.

   a. Lump Sum amount of $1,800.00 shall be paid to the ENGINEER for completing the nine inspections and submission of the required inspection reports detailed in Appendix A Section 2(A)(2.01)(D)(23) for a project size of 1 - 4.99 acres.

   b. Lump Sum amount of $3,200.00 shall be paid to the ENGINEER for completing the nine inspections and submission of the required inspection reports detailed in Appendix A Section 2(A)(2.01)(D)(23) for a project size of 5 - 10 acres.

   c. Lump Sum amount of $5,600.00 shall be paid to the ENGINEER for completing the nine inspections and submission of the required inspection reports detailed in Appendix A Section 2(A)(2.01)(D)(23) for a project size greater than 10 acres.

Change in time for services (days or date, as applicable): extend contract through October 31, 2024.

Attachment: JMD Extension_Amendment 5-1-24 SIGNED (RES-2024-534 : Professional Services Amendment - JM Davidson Engineering D.P.C.)

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

Owner: Town of Amherst	Firm: JM Davidson Engineering, D.P.C.
_____	_____
By: Brian J. Kulpa	By: Jaime M. Davidson, PE
Title: Town Supervisor	Title: President
Date Signed: _____	Date Signed: 05/07/2024

Attachment: JMD Extension_Amendment 5-1-24 SIGNED (RES-2024-534 : Professional Services Amendment - JM Davidson Engineering D.P.C.)

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 29109 **RESOLUTION 2024-535** **ADOPTED**

Postage Machines - CRS #4868

Authorize the Supervisor to sign a contract with Quadient for postage machines at the Youth & Recreation Department and the Senior Center, pending satisfactory completion of the contract routing process.

6/10/2024
Consent

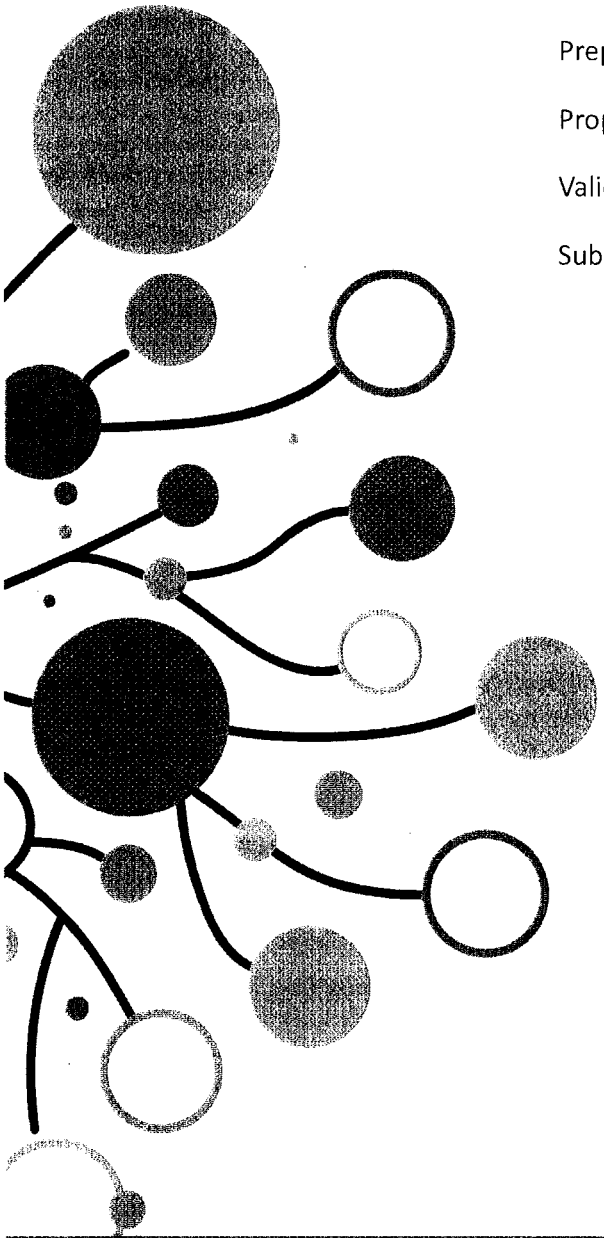
FINANCIAL IMPACT:

A 7145 & A 6772 - $804.55 annually for each

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

BUSINESS CASE

Customer Communication Solution



Prepared for: Town of Amherst Youth & Rec

Proposal date: 04/10/24

Valid until: 05/31/24

Submitted by: Mike Jaworski

Sales Professional
(716) 631-3345
mjaworski@trustlineage.com
Lineage

Mary-Diana Pouli

quadient

Attachment: Quadient Postage Machines Youth & Rec and Seniors (RES-2024-535 : Postage Machines - CRS #4868)

Product Overview

iX-3 SERIES

2. USPS® Based IMI Meter
Prints the Intelligent Mail® Indicia (IMI) in compliance with the latest USPS requirements.

3. Integrated 5 lb. Weighing Platform
Instant weight-to-rate conversion for Letters, Large Envelopes or Packages, including Dimensional Weight.



1. Mail Feeder
Power-assisted hand feeding is smooth and efficient.

4. Catch Tray
Finished mail pieces are neatly stacked as they exit the system.

5. Controls & Shortcut Keys
Intuitive menus and prompts. One-touch access to your most frequently used rates, services and jobs.

6. Envelope Sealer
Dependable sealing secures the contents of your envelopes. Easy-access fluid reservoir.

Key Specifications

Processing speed: Up to 45 lpm

Weighing platform: 5 lb. standard, 10, 30 or 70 lb. optional

Envelope thickness: Up to 3/8"

Accounts/departments: 50 standard, up to 300 optional

Online expense reporting (Neostats Basic): Standard

Connectivity: LAN standard, Wireless LAN optional

Postage labels: Self-adhesive, feed-to-print 2-sided sheet

Security: 4-digit operator PIN codes

Job presets (imprint memories): Up to 9

Envelope printing: Graphics (10), Text messages (10)

Ink supply: Quick-change cartridge, up to 15,850 imprints

Neoship online shipping software: Available

This document is strictly private, confidential and personal to its recipients and should not be copied, distributed or reproduced in whole or in part, nor passed to any third party without the express written consent of Quadient.

quadient

Attachment: Quadient Postage Machines Youth & Rec and Seniors (RES-2024-535 : Postage Machines - CRS #4868)

Financial Considerations

Product Summary

- iX-3 hand-feed digital mailing system
- Processes up to 45 envelopes per minute
- 5lb scale
- Envelope sealer, catch tray

*Below pricing is total for two machines, pricing includes maintenance
**Pricing from Sourcewell Contract 011322-QDT

Cost Summary		Valid Until: 05/31/24
01	48-Month Term Monthly Amount	$172.73
02	60-Month Term Monthly Amount	$ 160.91

Notes

*Lease includes equipment maintenance, Quadient Postage Funding "download postage now, pay later" App, Postal Rates App, shipping, installation, training, and our customer satisfaction guarantee.

Attachment: Quadient Postage Machines Youth & Rec and Seniors (RES-2024-535 : Postage Machines - CRS #4868)

(716) 631-3345 | mjaworski@trustlineage.com | trustlineage.com

quadient

quadient Leasing

Government Product Lease Agreement
with Postage Meter Rental Agreement

Section (A) Office Information

Office Number	Office Name	Phone #	Date
641	Lineage - Buffalo	(716) 631-3345	04/10/2024

Section (B) Billing Information

Company Name	Town of Amherst Youth & Recreation		
DBA			
Billing Address	1615 Amherst Manor Drive		
City State Zip+4	Williamsville	NY	14221
Contact Name	Mary-Diana Pouli	Phone	(716) 631-7132
Contact Title	Executive Director	Fax	
Email Address	mpouli@amherst.ny.us	PO #	

Section (C) Installation Information (if different from billing information)

Company Name	
Installation Address	
City State Zip+4	
Contact Name	Phone
Contact Title	Fax
Email Address	
Main Post Office	PO 5-Digit Zip Code

Section (D) Products

Qty	Model / Part Number	Description (include Serial Number, if applicable)
2	IX3-P5	iX-3 Series Base w/5lb Integrated Weigh Platform, Moistener & Catch Tray

Section (E) Lease Payment Information & Lease Payment Schedule

Tax Status:
- ☐ Taxable
- ☑ Tax Exempt
  Certificate attached

Billing Frequency:
- ☐ Monthly
- ☑ Quarterly
- ☐ Annually

Billing Method:
- ☑ Standard
- ☐ Arrears

	Number of Months	Monthly Payment (Plus applicable taxes)
First	60	$118.91

Current Lease Number: **N19051944**

☐ ACH (Customer to submit authorization form)

Section (F) Postage Meter & Postage Funding Information

Meter Model **IX3AI** Machine Model **IX3-P5**

Postage Funding Method:
- ☑ Bill Me ☐ Prepay by Check
- ☐ ACH Debit (Submit customer authorization form)
- ☐ OMAS ☐ CPU (include authorization form)

Agency Code Sub Agency Code

Postage Funding Account:
- ☑ POC ☐ TMS
- ☐ New ☑ Existing

Existing Account Number: **8000162**

Service Products (Check all that apply)

- ☑ Online Postal Rates iMeter™ App (SP10)
- ☐ Online Postal Expense Manager iMeter™ App (SP20/NeoStats)
- ☐ Online E-Services with Electronic Return Receipt iMeter™ App (SP35)
- ☑ NeoShip PLUS (EP70PLUS)
- ☑ NeoShip Install & User Guide (EP70GUIDES)
- ☐ 4G/5G Cell Service
- ☐ Maintenance
- ☑ Installation/Training ☐ Software Support for premise (non-cloud) solutions

Section (G) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to the Postage Funding Account unless initial here _____.

This document consists of a Government Product Lease Agreement with Quadient Leasing USA, Inc.; and a Postage Meter Rental Agreement, and Online Services and Software Agreement with Quadient, Inc.; and a Postage Funding Account Agreement with Quadient Finance USA, Inc. Your signature constitutes an offer to enter into such agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Government-Equipment-Lease-Terms-USPS-Dealer-V11-2023), which are also available at https://quadientterms.com/Government-Equipment-Lease-Terms-USPS-Dealer-V11-2023, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Guided by Quadient, Inc.'s Sustainable Design and Responsible Manufacturing Policy, our Products may contain reused components. For more Information visit https://www.quadient.com/about-us/sustainable-design-and-manufacturing.

******* SEE PURCHASE ORDER ******
Authorized Signature

Print Name and Title

Date Accepted

Accepted by Quadient Inc. and its Affiliates

Date Accepted

Attachment: Quadient Postage Machines Youth & Rec and Seniors (RES-2024-535 : Postage Machines - CRS #4868)

SERVICE AGREEMENT

LINEAGE

AGREEMENT made by and between LINEAGE herein called "the Company" and

Customer name ("Customer") Town of Amherst Youth & Recreation

Customer bill to Town of Amherst Youth & Recreation

Equipment address two locations, see below

Bill to address, if different 1615 Amherst Manor Drive

City, State, Zip

City, State, Zip Williamsville, NY 14221

EQUIPMENT TO BE COVERED UNDER THIS SERVICE AGREEMENT, herein collectively called ("Machine")

MODEL NUMBER	SERIAL NUMBER	MODEL NUMBER	SERIAL NUMBER	MODEL NUMBER	SERIAL NUMBER	MAXIMUM CYCLES Per Paragraph 2
IX3-P5						
IX3-P5						

Service Plans: – All Plans are subject to the Terms and Conditions below. Date Service to Begin: _____ **Original Lease Term** 60 months

Critical Care Service Plan – Contract Price:_____**per month, billed annually plus TAX where applicable.** - Customers receive our "premier" service. ALL parts, labor and travel are included at no additional charge. If the Company is unable to repair the Machine in a reasonable time, loaner equipment will be provided at no charge. Preventative maintenance services may be scheduled as determined by the Company based upon Machine usage. On emergency calls, Customers will receive next call status over lower level or non-contract customers. Customers may also receive up to four (4) hours per year of new operator training or minor program modifications to their original specification at no additional charge.

✔ **Standard Care Service Plan – Contract Price:** $42.00 **per month, billed annually plus TAX where applicable.** – With Standard Care many of the parts are included at no additional charge. Labor and travel are also included. If the Company is unable to repair the Machine in a reasonable time, loaner equipment will be provided at no charge. Preventative maintenance services may be scheduled on contracts that have a value greater than twice the Company's currently published hourly labor rate. On emergency calls, Customers will receive a four (4) hour response time (averaged). This Plan does not include any additional operator training after completion of the initial installation of the Machine.

Notes: Two locations: 1615 Amherst Manor Dr, Williamsville, NY 14221 /

The Customer and the Company understand and agree this service agreement includes the Terms and Conditions as follows:

1. If the Machine is leased, the annual contract cannot be terminated and must be "active" for the term of the lease including renewal periods. The terms and conditions herein shall remain in full force and effect during any renewal term except the annual rates set forth herein shall be adjusted during any renewal term to Company's then current rates.
2. This Agreement shall commence on the Machine's installation date and shall continue for either a one (1) year term or the Maximum Cycles, whichever occurs first. Thereafter, it shall renew in either annual terms or the Maximum Cycles, whichever occurs first
3. The Company's obligations herein called "Service" shall be limited to providing: (i) periodic inspections and diagnostic checks of the Machine and (ii) repair or replacement of complete assemblies resulting from the wearing out of numerous parts. The Company reserves the right to use new or recycled parts when performing repairs on the Machine as long as they meet or exceed manufacturer's specifications. Preventative maintenance may be performed at the same time as a requested service call.
4. For computer-based systems, the Company's obligations hereunder shall not include backup and / or recovery of applications, programs or data. If service is required due to hardware and / or software failure that results in a loss of these items, the Customer shall be charged at the then current hourly rate for consultation, programming, development and/or labor to restore the system to its prior operating condition, when and if possible. These charges are in addition to any charges already paid by the Customer.
5. Service shall be performed during the Company's usual business hours which are Monday through Friday 8:00 AM to 5:00 PM, excluding Holidays. However, Service, when and if available after the Company's usual business hours, on Saturdays, Sundays and Holidays, must be scheduled in advance and shall be charged at the Company's then current "after hours" rates for labor, travel and expenses and will be in addition to any charges already paid by Customer hereunder.
6. If the Machine is regularly used by more than one (1) shift of personnel, the charges herein shall increase by fifty (50%) percent per each additional shift using the Machine.
7. If, in the Company's opinion, the Machine ought to be removed for an overhaul, rebuild, or shop reconditioning because on-site repair and/or replacement of parts cannot keep the Machine in satisfactory operating condition, the Company will submit a cost estimate to Customer for such services and if authorized by Customer, the Company will perform such service at the sole expense of Customer which will be in addition to any charge paid by Customer hereunder.
8. Any parts hereunder shall be free from manufacturing defects in material and workmanship under normal use for a period of ninety (90) days after same are supplied to Customer. This Warranty does not apply to any parts that have been tampered with or repaired by persons other than persons authorized by the Company to perform service on the Machine or if the part has been subjected to misuse or abuse. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. In case of any breach of the Warranty, the Company's obligations shall be limited to the repair or replacement of any defective part without charge. THE COMPANY SHALL NOT BE LIABLE, IN ANY EVENT, FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES IN CONNECTION WITH SERVICE, PARTS AND LABOR PROVIDED HEREUNDER OR RESULTING FROM ANY USE OR FAILURE OF MACHINES, INCLUDING WITHOUT LIMITATION, LIABILITY FOR CUSTOMER'S EXPENSE OR LOSS OF INCOME WHILE MACHINES ARE OUT OF OPERATION.
9. If the Company provides Service hereunder for the following units, the parts listed next to said units are hereby expressly excluded from the Company's obligations hereunder:
   All Products - Consumable supplies including but not limited to: labels, tape pads and rolls, all ink, computer paper, ribbons, sealing and cleaning solution.
   Mailing Machines, Folders/Inserters, Electronic scales - NO EXCLUSIONS
   Letter Openers/Extractors – Rubber rollers and belts limited to two per year
   Barcode Scanners - Cables, lenses
   Printers - Print heads
   Shredders/Bursters - Blades, if rollers are not kept oiled which is a customer responsibility
   Computer Systems – Software, upgrades, application changes, (see paragraph 4 above)
   Shipping Systems - Hardware and/or software required for carrier compliance including rate changes, zone changes or compliance changes
10. The Company's Service is contingent upon the proper use of all equipment. It does not include the following and may result in an additional charge to the Customer:
    a) Electrical work external to the equipment or service related to accessories, attachments, or other devices not furnished by the Company;
    b) Service caused by materials or supplies that are not Company or manufacturer supplied will result in a service charge and/or additional charges;
    c) Repair of damage or increase in service time resulting from:
    1) Accident, transportation, abuse, neglect, theft, fire or water damage, misuse or other than ordinary use;
    2) Failure of electrical power, air conditioning or humidity control; and
    3) Alterations which include but are not limited to, any changes in the Company's design, installation, removal of the Company's features, any other modifications, repairs or maintenance or whenever any of the foregoing is performed by persons other than the Company's personnel.
    d) Making specification changes or performing services connected with relocation of equipment, and adding or removing accessories, attachments or other devices;
    e) Such services which are impractical for Company's personnel to render because it alters the Machine and the connection by mechanical or electrical means to another Machine or device;
    f) Service of equipment located in an unsuitable place of installation or in a hazardous, unsafe, or threatening environment, as determined by the Company;
    g) Normal operator functions as described in operator's manuals or training after initial installation where training has already been performed;
    h) Problems relating to or caused by hardware and/or software not supplied by Company; and
    i) Problems relating to or caused by operating environment including heating, air conditioning, humidity and power which are not compliant with the Company's or manufacturer's specifications
11. All leased Machines must have an "active" Agreement. For non-leased Machines, termination of the Agreement by either party must be given by written notice to the other party not less than thirty (30) days prior to the expiration of the current term (original or renewal). In the event that this Agreement should be terminated by the customer prior to the ending date of the then current term (original or renewal), the customer shall not be entitled to any refunds of any amount paid under this Agreement
12. This Agreement constitutes the entire Agreement between the parties hereto, and supersedes all previous negotiations, commitments and agreements with respect to its subject matter. This Agreement may not be modified except in writing, acknowledged and signed by both parties. The terms of this Agreement shall prevail over any inconsistent terms appearing on any purchase order or acknowledgments submitted by the customer.

Authorization and Acceptance

Customer Signature: **Date:** **Employee Signature:**

Print Name: **Title:** **Print Name:**

Attachment: Quadient Postage Machines Youth & Rec and Seniors (RES-2024-535 : Postage Machines - CRS #4868)

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Town Clerk
DOC ID: 29074

COMMUNICATION 2024-49

APPROVED

Newman Center Request for Fee Waiver

Request from the Newman Center seeking a waiver of the tent permit fee for their 48th annual Chicken Barbecue on Sunday, August 11, 2024.

Response from the Building Commissioner is attached.

6/10/2024
Consent

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Shawn Lavin, Deputy Supervisor
AYES:	Kulpa, Lavin, Szukala, Marinucci
ABSENT:	Berger

CENTERING OUR COMMUNITY

NEWMAN CENTER - UB NORTH CAMPUS

Attachment: Newman Center fee request waiver (COM-2024-49 : Newman Center Request for Fee Waiver)

May 29, 2024

Francina Spoth, Town Clerk
Amherst Town Hall
5583 Main Street
Williamsville, New York 14221

Dear Ms. Spoth,

The Newman Center at UB North Campus is holding its 48th annual Chicken dinner on Sunday, August 11th, 2024. We are requesting the $100 tent permit fee to be waived for our nonprofit community. Please send the voucher to the attention of John Blersch, who oversees all the logistics for the barbeque. Thank you in advance for your attention to our request.

Fr. Paul D. Seil
Senior Parochial Vicar

Newman Center UB North

Catholic Campus Ministry since 1937
495 Skinnersville Road, Amherst, NY 14228
716.636.7495 • Fax 716.568.0692

MAY 30 2024 PM1:1

TOWN OF AMHERST
BUILDING DEPARTMENT
ERIE COUNTY, NEW YORK
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7080
FAX: (716) 631-7192

Mark S. Berke, P.E.
Commissioner of Building

Agenda Item

DATE: May 31, 2024

TO: Town Board

FROM: Mark S. Berke, P.E., Commissioner of Building

RE: Request for Waiver of Fire Prevention Permit Fee for 48th Annual Chicken Barbecue at the Newman Center, UB North Campus

In response to the letter received May 31, 2024, from Fr. Paul D. Seil, Senior Parochial Vicar of the Newman Center UB North regarding a Chicken Barbecue to be held on August 11, 2024 at the Newman Center, UB North Campus, this memo serves to recommend approval of this request to waive the fee associated with a fire prevention permit.

Please contact me if you have any questions regarding this matter.

Mark S. Berke, P.E.
Commissioner of Building

CC: Bryan Parnell, Sr. Fire Inspector
Francina J. Spoth, Town Clerk

Attachment: Newman Center fee request waiver (COM-2024-49 : Newman Center Request for Fee Waiver)

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Town Clerk
DOC ID: 29084

COMMUNICATION 2024-50 **REFERRED**

Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway

Letter from Sean Hopkins, Esq. regarding the formation of Cimato & Sons Sewerage Works Corporation in connection with the proposed project at 4300 Millersport Highway.

6/10/2024
Referred to Town Attorney & Planning

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

June 4, 2024

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: 4300 Millersport Highway - Residential & Mixed-Use Project
Formation of Cimato & Sons Sewerage Works Corporation
File 10188.3

Dear Supervisor Kulpa and Councilmembers:

This letter is being submitted for the purpose of requesting that the Town Board adopt a resolution during its upcoming meeting on June 10th for the purpose of consenting to the formation of the Cimato & Sons Sewerage Works Corporation under Article 10-115 of NY Transportation Corporations Law in connection with the proposed project at 4300 Millersport Highway. The request for Site Plan Approval for the residential components of the project is pending before the Planning Board.

Attached as Exhibit "1" is a copy of the fully executed Out-of-District Agreement as received from the Town Attorney's Office on April 23, 2024 as previously approved by the Town Board. Attached as Exhibit "2" is a draft resolution for the consideration of the Town Board consenting to the formation of the Cimato & Sons Sewerage Works Corporation.

Please feel free to contact me at 716.510-4338 or via e-mail at shopkins@hsmlegal.com if you have any questions regarding the enclosed project documentation or the status of the project.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

Enc.
cc: Jacqualine Berger, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Jeff Burroughs, P.E., Town Engineer
Martin Pollowy, Esq., Town Attorney

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
5500 Main Street, Suite 343 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsmlegal.com

Attachment: Kulpa-Ltr-Sewerage Works Corporation-Date-06-04-24 (COM-2024-50 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport

Daniel C. Howard, AICP, Planning Director
Fred Cimato
Patricia Bittar, P.E., Wm. Schutt & Associates
Brad F. Randaccio, Esq.

Attachment: Kulpa-Ltr-Sewerage Works Corporation-Date-06-04-24 (COM-2024-50 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport

EXHIBIT 1

Attachment: Kulpa-Ltr-Sewerage Works Corporation-Date-06-04-24 (COM-2024-50 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport

Attachment: Kulpa-Ltr-Sewerage Works Corporation-Date-06-04-24 (COM-2024-50 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport

AGREEMENT
OUT OF DISTRICT SEWER CONNECTION

This Agreement dated the 1st day of February, 2021, By and Between the Town of Amherst, a Municipal Corporation, located at 5583 Main Street, Williamsville, NY 14221, acting as Commissioners of the Town of Amherst Consolidated Sanitary Sewer District, (the "Town"), and Cimato and Sons (the Customer)

WITNESSETH:

WHEREAS, the Town has created the Town of Amherst Consolidated Sanitary Sewer District in accordance with the provisions of the law; and

WHEREAS, the Customer's project site of 4300 Millersport Highway (SBL# 16.00-2-20) is located in the Town of Amherst, outside of the boundaries of said sanitary sewer district; and

WHEREAS, the Customer is desirous of using the sanitary sewer facilities of said sewer district; and

WHEREAS, the Town of Amherst has approved a request of the Customer to pursue an out of district sanitary sewer connection agreement with the Town of Amherst, as recommended by its Town Engineer.

NOW, THEREFORE, in consideration of the furnishing of sanitary sewer facilities to the Customer by the Town, the Customer does hereby agree as follows:

1. To form a Sewerage Works Corporation to maintain the private sanitary sewer facilities on said project site, up to and including the point of connection with the Town's sanitary sewer system.

2. To pay for the cost of improvements necessary to the Town's sanitary sewer system as a direct result of the customer's tie in to the Town's sanitary sewer facilities.

3. To obtain and deliver to the Town any and all rights-of-way and easements, in recordable form, which the Town considers necessary to provide said service and pay the costs of recording same.

4. To pay the required tap-in fee to the Town and abide by and conform with the rules and regulations of said district now and as amended.

5. To obtain project approval by the Town's Planning Board and obtain any all necessary permits and approvals to construct said sanitary sewer facilities.

6. Not to add to or otherwise increase the flow of discharge into sewer district by additional waste facilities beyond those shown in the plans submitted as SP-2022-03 without written approval of the Town Board of the Town of Amherst.

7. To yearly pay an "out-of-district" charge based on the following rates as hereinafter set forth, and to pay the rates as they may from time be altered and changed by the Town of Amherst. Said charge shall be payable in advance each year and shall be due and owing on the 15th day of March of each year except as follows:

    A. In the first year said customer shall pay on the next succeeding March 15 a prorated charge based on the date of this agreement in addition to a full yearly charge for the next succeeding year.
    B. In the last year said customer shall pay the charge, but shall be reimbursed pro rata if this agreement shall be cancelled, terminated or expire from the date of such cancellation, termination or expiration.
    C. Statement of Charges: The sum of the following:
        1. Assessed valuation of property times the rate for the Consolidated Sanitary Sewer District.
        2. Lateral frontage (in feet) times the rate for the Consolidated Sanitary Sewer District. For the purposes of this agreement, lateral frontage is defined as the lineal footage of town owned force main on the east side of Millersport Highway opposite the Millersport Highway frontage of Customer's project, a distance of 734.25 feet.
        3. Yearly water usage times the rate for the Consolidated Sanitary Sewer District.

8. The term of this agreement shall be for a period of five (5) years from its effective date except as hereinafter provided, and either party thereto may cancel said agreement by (90) days written notice to the other party of its desire to cancel.

9. Said agreement shall automatically terminate and said Customer shall sever his connection with the said Sewer District or any extension of same within ten (10) days of such time as the Town of Amherst makes available to the Customer sanitary sewer facilities.

10. In the event that this agreement is not cancelled or terminated as provided for above, the agreement shall be automatically renewed by the customer for an additional five (5) years, but subject to cancellation or termination within the (5) year renewable period as provided for in the initial five (5) year period.

11. The Customer shall give written notice of his intention to renew this agreement thirty (30) days prior to the expiration of any such five (5) year period.

12. This agreement may not be assigned without the written consent of the Town who shall not unreasonably withhold consent.

13. This agreement shall be binding upon the customer, his heirs, executors and administrators, and the Customer agrees to give due notice of said agreement to any transferees and to hold harmless and indemnify the Town for any loss occasioned by his failure.

Attachment: Kulpa-Ltr-Sewerage Works Corporation-Date-06-04-24 (COM-2024-50 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport

IN WITNESS WHEREOF, THE Town Supervisor of the Town of Amherst, acting on behalf of Town of Amherst Consolidated Sanitary Sewer District and an individual authorized to act on behalf of Cimato and Sons Sewerage Works Corporation have executed this Agreement on this 1st day of October, 2023.

Cimato and Sons Sewerage Works Corporation

Fred Cimato

Town of Amherst

Brian J. Kulpa, Town Supervisor

Attachment: Kulpa-Ltr-Sewerage Works Corporation-Date-06-04-24 (COM-2024-50 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport

IN WITNESS WHEREOF, THE Town Supervisor of the Town of Amherst, acting on behalf of Town of Amherst Consolidated Sanitary Sewer District and an individual authorized to act on behalf of Cimato and Sons Sewerage Works Corporation have executed this Agreement on this 1st day of October, 2023.

Cimato and Sons Sewerage Works Corporation

_____

Fred Cimato

Town of Amherst

_____

Brian J. Kulpa, Town Supervisor

Attachment: Kulpa-Ltr-Sewerage Works Corporation-Date-06-04-24 (COM-2024-50 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport

EXHIBIT 2

Attachment: Kulpa-Ltr-Sewerage Works Corporation-Date-06-04-24 (COM-2024-50 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport

Attachment: Kulpa-Ltr-Sewerage Works Corporation-Date-06-04-24 (COM-2024-50 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

CONSENT TO FORMATION OF CIMATO & SONS SEWERAGE WORKS CORPORATION

WHEREAS, Brad F. Randaccio, 50 Fountain Plaza, Suite 1700, Buffalo, NY, 14202, is forming a sewage works corporation to be named Cimato & Sons Sewerage Works Corporation, under Article 10 – 115 of NY Transportation Corporations Law, and

WHEREAS, the purpose of this corporation is to engage in any lawful act or activity relating to sanitary sewer service for a residential and mixed-use project at 4300 Millersport Highway, for which a sewage works corporation may be organized under NYS Transportation Corporations Law, and

WHEREAS, as a condition for the formation of the corporation, the controlling municipality needs to give its consent, and

WHEREAS, the Town Board of the Town of Amherst deems it is in the best interest of the Town to approve the formation of the Cimato & Sons Sewerage Works Corporation.

NOW, THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the Consent to Formation Letter, approving the formation of a sewage works corporation, to be known as the Cimato & Sons Sewerage Works Corporation, to engage in lawful acts or activities relating to sanitary sewer service for a residential and mixed-use project to be located at 4300 Millersport Highway, which are allowed under Article 10-115 of NY Transportation Corporations Law.

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Town Clerk
DOC ID: 29063

COMMUNICATION 2024-51 **REFERRED**

Summons and Complaint: Taina S. Betancourt Vs. Town of Amherst Et Al.

6/10/2024
Referred to Town Attorney

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

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

TAINA S. BETANCOURT

Plaintiff,

v.

EARL E. PERRIN, JR.

TOWN OF AMHERST
Amherst Municipal Building
5583 Main Street
Williamsville, NY 14221

TOWN OF AMHERST
HIGHWAY DEPARTMENT
1042 North Forest Road
Williamsville, NY 14221

COUNTY OF ERIE
Edward A. Rath County Office Building
95 Franklin Street, 16th Floor
Buffalo, NY 14202

ERIE COUNTY DEPARTMENT OF
PUBLIC WORKS DIVISION OF HIGHWAYS
95 Franklin Street, 14th Floor
Buffalo, NY 14202

Defendants.

Index No. 807394/2024

Plaintiff designates Erie County as the place of trial

The basis of venue is plaintiff's residence

SUMMONS

The plaintiff resides at:

County of Erie

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY **SUMMONED** to answer the Complaint in this action and to serve a copy of your answer, or, if the Complaint is not served with this Summons, to serve a notice of appearance, on the Plaintiff's Attorneys within TWENTY (20) DAYS after the service of this

MAY 28 2024 PM 1:59

Attachment: DOC052824-05282024140440 (COM-2024-51 : Summons and Complaint: Taina S. Betancourt Vs. Town of Amherst Et Al.)

Summons, exclusive of the day of service (or within THIRTY (30) DAYS after the service is complete if this Summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

DATED: Buffalo, New York
May 22, 2024

LIPSITZ GREEN SCIME CAMBRIA LLP

By: _____
Ryan C. Johnsen, Esq.
Attorneys for Plaintiff
Office and P.O. Address
42 Delaware Avenue, Suite 120
Buffalo, New York 14202-3924
(716) 849-1333
[RCJ: #72250.0001]

Attachment: DOC052824-05282024140440 (COM-2024-51 : Summons and Complaint: Taina S. Betancourt Vs. Town of Amherst Et Al.)

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

TAINA S. BETANCOURT

Plaintiff,

v.

EARL E. PERRIN, JR.,
TOWN OF AMHERST,
TOWN OF AMHERST
HIGHWAY DEPARTMENT,
COUNTY OF ERIE, and
ERIE COUNTY DEPARTMENT OF
PUBLIC WORKS DIVISION OF HIGHWAYS

Defendants.

COMPLAINT

Index No.

Plaintiff, above named, by her attorneys, LIPSITZ GREEN SCIME CAMBRIA LLP, for her Complaint against the defendants, alleges:

AS AND FOR A **FIRST CAUSE OF ACTION**
AGAINST THE **DEFENDANT, EARL E. PERRIN,**
THE PLAINTIFF, **TAINA S. BETANCOURT, ALLEGES:**

1. The plaintiff, TAINA S. BETANCOURT, at all times hereinafter mentioned, was and still is a resident of the

2. Upon information and belief, at all times hereinafter mentioned, the defendant, EARL E. PERRIN, JR., is a resident of the]

3. Upon information and belief, the defendant, TOWN OF AMHERST, is a municipal corporation duly organized and existing under and pursuant to the laws of the State of New York.

Attachment: DOC052824-05282024140440 (COM-2024-51 : Summons and Complaint: Taina S. Betancourt Vs. Town of Amherst Et Al.)

4. Upon information and belief, the defendant, TOWN OF AMHERST HIGHWAY DEPARTMENT, is a municipal corporation duly organized and existing under and pursuant to the laws of the State of New York.

5. Upon information and belief, the defendant, COUNTY OF ERIE, is a municipal corporation duly organized and existing under and pursuant to the laws of the State of New York.

6. Upon information and belief, the defendant, ERIE COUNTY DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAYS, is a municipal corporation duly organized and existing under and pursuant to the laws of the State of New York.

7. Upon information and belief, at all times hereinafter mentioned, the defendant, EARL E. PERRIN, JR., was the owner and operator of a certain motor vehicle bearing New York State license plate number HTG2898.

8. Upon information and belief, at all times hereinafter mentioned, the defendant, EARL E. PERRIN, JR., registered the aforesaid motor vehicle bearing NY State license plate number HTG2898.

9. On or about the 2nd day of March, 2023, the plaintiff, TAINA S. BETANCOURT, was traveling on her skateboard at or near 1590 Sweet Home Road, approximately 665 feet south of Chestnut Ridge Road, both public highways located within the Town of Amherst, County of Erie and the State of New York, when the vehicle operated by the defendant, EARL E. PERRIN, JR, came into contact with the person of the plaintiff, TAINA S. BETANCOURT.

10. Upon information and belief, the alleged incident, hereinbefore described, was caused as a result of the negligent, careless, reckless and unlawful conduct on the part of the defendant, EARL E. PERRIN, JR.

Attachment: DOC052824-05282024140440 (COM-2024-51 : Summons and Complaint: Taina S. Betancourt Vs. Town of Amherst Et Al.)

11. As a result of the alleged incident, the plaintiff, TAINA S. BETANCOURT, sustained bodily injuries and was painfully and seriously injured, and some of the injuries may result in permanent defects; was rendered sick, sore, lame and disabled; sustained pain and suffering and shock to her nerves and nervous system; was caused to and did seek medical aid and attention; was caused to be confined to hospital, bed and home; was caused to and did incur great medical expense and may incur further medical expense; was caused to be incapacitated from her usual activities and employment, and may be further incapacitated.

12. Upon information and belief, the plaintiff, TAINA S. BETANCOURT, has sustained a serious injury as defined by Section 5102 of the New York State Insurance Law, and has suffered basic economic loss as well as other economic loss as special damages.

13. This action falls within one or more of the exceptions set forth in CPLR § 1602.

14. As a result of the foregoing, the plaintiff has sustained general and special damages in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

AS AND FOR A SECOND CAUSE OF ACTION
AGAINST THE DEFENDANTS, TOWN OF AMHERST, TOWN OF AMHERST HIGHWAY DEPARTMENT, COUNTY OF ERIE AND ERIE COUNTY DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAYS,
THE PLAINTIFF, ALLEGES:

15. Repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through " 14" of this Complaint with the same force and effect as if fully set forth herein.

16. Upon information and belief, at all times hereinafter mentioned, the defendants, TOWN OF AMHERST, TOWN OF AMHERST HIGHWAY DEPARTMENT, COUNTY OF ERIE and/or ERIE COUNTY DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAYS, were the owners of the aforesaid roadway and were responsible for the poor street

Attachment: DOC052824-05282024140440 (COM-2024-51 : Summons and Complaint: Taina S. Betancourt Vs. Town of Amherst Et Al.)

lighting conditions on the east side of Sweet Home Road and snow and ice removal from the designated northbound bicycle lane along the east shoulder of Sweet Home Road.

17. Upon information and belief, at all times hereinafter mentioned, the defendants, TOWN OF AMHERST, TOWN OF AMHERST HIGHWAY DEPARTMENT, COUNTY OF ERIE and/or ERIE COUNTY DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAYS by their agents, servants and/or employees, operated the aforesaid roadway and bicycle lane.

18. Upon information and belief, at all times hereinafter mentioned, the defendants, TOWN OF AMHERST, TOWN OF AMHERST HIGHWAY DEPARTMENT, COUNTY OF ERIE and/or ERIE COUNTY DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAYS, by their agents, servants and/or employees, maintained the aforesaid roadway and bicycle lane.

19. Upon information and belief, at all times hereinafter mentioned, the defendants, TOWN OF AMHERST, TOWN OF AMHERST HIGHWAY DEPARTMENT, COUNTY OF ERIE and/or ERIE COUNTY DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAYS, by their agents, servants and/or employees, managed the aforesaid roadway and bicycle lane.

20. Upon information and belief, at all times hereinafter mentioned, the defendants, TOWN OF AMHERST, TOWN OF AMHERST HIGHWAY DEPARTMENT, COUNTY OF ERIE and/or ERIE COUNTY DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAYS, by their agents, servants and/or employees, constructed the aforesaid roadway and bicycle lane.

Attachment: DOC052824-05282024140440 (COM-2024-51 : Summons and Complaint: Taina S. Betancourt Vs. Town of Amherst Et Al.)

21. Upon information and belief, at all times hereinafter mentioned, the defendants, TOWN OF AMHERST, TOWN OF AMHERST HIGHWAY DEPARTMENT, COUNTY OF ERIE and/or ERIE COUNTY DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAYS, by their agents, servants and/or employees, designed the aforesaid roadway and bicycle lane.

22. Upon information and belief, at all times hereinafter mentioned, the defendants, TOWN OF AMHERST, TOWN OF AMHERST HIGHWAY DEPARTMENT, COUNTY OF ERIE and/or ERIE COUNTY DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAYS, by their agents, servants and/or employees, controlled the aforesaid roadway and bicycle lane.

23. Upon information and belief, the alleged incident hereinbefore described and the resultant injuries were caused as a result of the negligent, careless, reckless and unlawful conduct on the part of the defendants, TOWN OF AMHERST, TOWN OF AMHERST HIGHWAY DEPARTMENT, COUNTY OF ERIE and ERIE COUNTY DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAYS, and their agents, servants and/or employees, in the ownership, operation, maintenance, management, construction, control and design of the aforesaid roadway and bicycle lane, and among other things, said negligence of the defendants, by their agents, servants and/or employees, was exhibited in failing and omitting to install proper street lighting and failing to properly remove snow and ice from the aforesaid roadway and bicycle lane.

24. Upon information and belief, the aforesaid roadway and bicycle lane and the dangerous and hazardous condition created thereby, existed for a sufficient length of time to give both actual and constructive notice to the defendants, TOWN OF AMHERST, TOWN OF AMHERST HIGHWAY DEPARTMENT, COUNTY OF ERIE and/or ERIE COUNTY

Attachment: DOC052824-05282024140440 (COM-2024-51 : Summons and Complaint: Taina S. Betancourt Vs. Town of Amherst Et Al.)

DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAYS, including notice by reasonable inspection.

25. Upon information and belief, the defendants, TOWN OF AMHERST, TOWN OF AMHERST HIGHWAY DEPARTMENT, COUNTY OF ERIE and/or ERIE COUNTY DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAYS, affirmatively created the dangerous and hazardous condition complained of herein.

26. As a result of the alleged incident, the plaintiff, TAINA S. BETANCOURT, sustained serious injuries as hereinbefore more fully set forth.

27. Heretofore, and on or about the 23rd day of May, 2023, a Notice of Claim was served on behalf of the plaintiff upon TOWN OF AMHERST, TOWN OF AMHERST HIGHWAY DEPARTMENT, COUNTY OF ERIE and ERIE COUNTY DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAYS, in duplicate, which Notice of Claim sets forth the name and post office address of claimant, the name and post office address of her attorneys, the nature of the claim, the time when, the place where, and the manner in which the claim arose, together with the items of damages and injuries then known to exist, and the said Notice of Claim was served upon TOWN OF AMHERST, TOWN OF AMHERST HIGHWAY DEPARTMENT, COUNTY OF ERIE and ERIE COUNTY DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAYS within ninety (90) days of the date upon which the claim arose. At least thirty (30) days have elapsed since the service of the notice of claim, as aforesaid, and TOWN OF AMHERST, TOWN OF AMHERST HIGHWAY DEPARTMENT, COUNTY OF ERIE and ERIE COUNTY DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAYS, has failed and neglected to adjust or pay the said claim.

28. This action falls within one or more of the exceptions set forth in CPLR § 1602.

Attachment: DOC052824-05282024140440 (COM-2024-51 : Summons and Complaint: Taina S. Betancourt Vs. Town of Amherst Et Al.)

29. As a result of the foregoing, the plaintiff has sustained general and special damages in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

WHEREFORE, the plaintiff demands judgment against the defendants, either jointly or severally, in the First and Second Causes of Action in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction; and for such other, further or different relief as the Court may deem just and proper, together with the costs and disbursements of the action.

DATED: Buffalo, New York
May 22, 2024

LIPSITZ GREEN SCIME CAMBRIA LLP

By: _____
Ryan C. Johnsen, Esq.
Attorneys for Plaintiff
Office and P.O. Address
42 Delaware Avenue, Suite 120
Buffalo, NY 14202
(716) 849-1333
[RCJ: #72250.0001]

Attachment: DOC052824-05282024140440 (COM-2024-51 : Summons and Complaint: Taina S. Betancourt 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: 06/10/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29104 **RESOLUTION 2024-536** **ADOPTED**

Private Improvement Permit No. 3124 Storm System – Harding Road Subdivision 2005.101/SUB-2022-01

Attached please find an application for a Storm System Private Improvement Permit properly filled out. The permit fee and inspection cost amount to $1,939.46.

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 $1,839.46 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. 3124.

Thank you for considering this request.

6/10/2024
Consent

FINANCIAL IMPACT:

The permit fee and inspection cost amount to $1,939.46.

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

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC/PRIVATE IMPROVEMENT

TO THE HONORABLE TOWN BOARD:
Town of Amherst, Erie County, N.Y.

Date: May 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 $ 18,394.68

Address and/or Subdivision Name: Harding Road Subdivision **Town of Amherst Job:** 2005.101/SUB-2022-01

Description and location of improvements including quantities: Harind Road Subdivision, 468 Harding Road, Amherst @

@ the intersection of McKinley Ave and Harding Road,

Owner: Harding Road LLC, (David J. Capretto — Name — 716-688-5597 — Phone

Engineer/Designer: Chris Wood — Name — 716-842-3165 ext 103 — Phone

Contractor: Anastasi Trucking Inc. — Name — 716-683-5003 — Phone

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 and cost of inspections shall be covered by separate checks made payable to the Town of Amherst at the amounts set forth by the Town Board. The inspection fee is to cover all work under this permit and shall be 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.

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	$1,839.46
VIDEO INSPECTION - SANITARY		
$0.50 Per Linear Foot		
TOTAL FEE		$1,989.46

Owner Sign Here

David J. Capretto
Please Print Name

470 Cayuga Road, Cheektowaga, NY
Address

14225 — Zip
716-688-5597 — Phone

Subscribed and sworn to before me this 21st Day of May 20 24

JULIE A RAUSCHER
Notary Public - State of New York
No. 01RA4997720
Qualified in Erie County

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. Director of Eng. Services ~~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. 3124

Town Clerk

Attachment: 3124 PIP App_Harding Road Sub_Storm Private (RES-2024-536 : Private Improvement Permit No. 3124)

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

Francina J. Spoth
Town Clerk

Meeting: 06/10/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29105 **RESOLUTION 2024-537** **ADOPTED**

Private Improvement Permit No. 3125 Waterline – 4200-4230 Ridge Lea Road 2023.011/SP-2023-03

Attached please find an application for a Waterline Private Improvement Permit properly filled out. The permit fee and inspection cost amount to $45,325.00.

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 $45,175.00 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. 3125.

Thank you for considering this request.

6/10/2024
Consent

FINANCIAL IMPACT:

The permit fee and inspection cost amount to $45,325.00.

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

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC/PRIVATE IMPROVEMENT

TO THE HONORABLE TOWN BOARD:
Town of Amherst, Erie County, N.Y.

Date: 05/29, 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 $ 451,750.00

Address and/or Subdivision Name: 4226 North Bailey Ave **Town of Amherst Job:** SP-2023-03/2023.11

Description and location of improvements including quantities: 188 LF of 8" Class 52 D.I. Pipe, 1476 LF of 10" AWWA C-900 PVC pipe, 3556 LF of 8" AWWA C-900 Pipe, 2 hot box enclosure with backflow device and concrete pad, 6 - 10" gate valves and 9 - 8" gate valves

	Name	Address	Phone
Owner:	Benderson Development Company, L	570 Delaware Ave, Buffalo, NY 14202	878-9397
Engineer/Designer:	Carmina Wood Design	487 Main Street, Buffalo, NY 14203	842-3165
Contractor:	E & R General Construction, Inc.	38 Saint David's Drive, West Seneca 14224	675-5227

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	45,175.00
VIDEO INSPECTION - SANITARY		
$1.50 Per Linear Foot		
TOTAL FEE		45,325.00

Owner sign Here

Please Print Name

570 Delaware Ave
Address

Buffalo | NY | 14202 | 878-9397
City | State | zip | Phone

Subscribed and sworn to before me this 3
Day of June 20 25

COURTNEY L. ADAMO
Notary Public-State of New York
No. 01AD6413282
Qualified in Niagara County
Commission Expires January 25, 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.
Director of Engineering Services: _____

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. 3125

_____
Town Clerk

Rev. 9/12/2023

Attachment: 3125 - PIP Waterline - Private 4200 - 4230 Ridge Lea (RES-2024-537 : Private Improvement Permit No. 3125)