



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 24, 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 24, 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	
Jacqueline Berger	Town of Amherst	Councilmember	Absent	
Michael Szukala	Town of Amherst	Councilmember	Present	
Angela Marinucci	Town of Amherst	Councilmember	Present	
Timothy Koller	Town of Amherst	Deputy Town Clerk	Present	
Vianne Uthman	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. Monday, June 10, 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 2024-538**1790, 1860 & 1920 North French Road & 999 Campbell Boulevard
(Portion) - Bicentennial Comprehensive Plan Amendment**

Request to amend the Bicentennial Comprehensive Plan for 1790, 1860 & 1920 North French Road & 999 Campbell Boulevard (Portion) from Recreation, Open Space & Greenways and Industrial Office to Commercial/Mixed Use & Suburban Center.

6/24/2024

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 7:01 PM.

Sean Hopkins, Esq. presented.

The following speakers addressed the Board:

Kathleen & Joe Towart, 1840 N French Rd

Mark Weisbeck, 1873 N French Rd

Tom Weisbeck, 48 Drawbridge Ct

Don Smith, 201 N Long St

Elliot Lasky, Owner of Regency Builders

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the July 22nd Town Board meeting, seconded by Deputy Supervisor Lavin and unanimously approved 4-0. The public hearing was closed at 7:26 PM.

RESULT:	DECISION DATE [UNANIMOUS]	Next: 7/22/2024 7:00 PM
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Shawn Lavin, Deputy Supervisor	
AYES:	Kulpa, Lavin, Szukala, Marinucci	
ABSENT:	Berger	

2. Resolution 2024-539**1789 Dodge Road Rezoning**

Request to rezone 6.7± acres of land from SA to R-3.

6/24/2024

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 7:27 PM.

Sean Hopkins, Esq. and Joe Rubino presented and answered questions.

The following speakers addressed the Board:

William Pitz, 1815 Dodge Rd
Cheryl Anastasia, 1860 Dodge Rd
Nancy Fender, 101 Main St
John Hamsik, 1820 Dodge Rd
Pam Curcio, 1745 Dodge Rd
Jina Gentry, 65 Bissell Dr
Merja Kenola, 1800 Dodge Rd
Sandy Mack, 1790 Dodge Rd
Nick Rockwell, 1765 Dodge Rd
Bob Drdul, 92 Chateau Ter
Don Smith, 201 N Long St

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the July 22nd Town Board meeting, seconded by Deputy Supervisor Lavin and unanimously approved 4-0. The public hearing was closed at 8:38 PM.

RESULT:	DECISION DATE [UNANIMOUS]	Next: 7/22/2024 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 2024-210

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.

6/24/2024

Supervisor Kulpa made a motion to adjourn to the July 22nd meeting per the petitioner's request, seconded by Deputy Supervisor Lavin and unanimously approved 4-0.

RESULT:	ADJOURNED [UNANIMOUS]	Next: 7/22/2024 7:00 PM
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 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 8:42 PM.

The following speakers addressed the Town Board:

Andrea Morgante, 253 Woodshire Ct - Town gifting money to Daemen University for Royal Parkway project

Tom Weisbeck, 48 Drawbridge Ct - streetlights

Kim Gabel, 41 Presidents Walk - Town debt limits and bonds

Tom McCray, 337 Robinhill Dr - listening to residents

Patti Meckes, 5270 Newton Rd - Citizens against wind turbines

Dave Howard, 194 Roycroft Dr - Town's bond balance

Jina Gentry, 65 Bissell Dr - Town spending

Don Smith, 201 N Long St - Resolution 2024-553 and Town's debt

Matt Plunkett, 299 Northill Dr - Royal Parkway project

Tom Frank, Main St - Amherst Central Park

Stephen Martin, 74 S Harvest St - Resolution 2024-210

Kathy Aquilina, 215 Maple Rd - funding for MusicalFare from Erie County

Michael Marshall, 90 Altair Dr - Resolution 2024-210

Bob Drdul, 92 Chateau Ter - debris at Benderson project on Main Street

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 9:22 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:	Jacqueline Berger

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

1. Resolution 2024-540

Amend 2024-2029 Capital Improvement Program

BE IT RESOLVED, the attached amended 2024-2029 Capital Improvement Program is hereby adopted.

6/24/2024

Consent

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

B. DEPUTY SUPERVISOR LAVIN:

1. Resolution 2024-541

Multi Gas Meters

WHEREAS, a four (4) gas monitor is used to detect hazardous gases at fire scenes and other sites; and

WHEREAS, the Amherst Fire Safety Division responds to emergency situations that at times require air monitoring during and/or after a fire; and

WHEREAS, these meters, currently malfunctioning, therefore needing repair and/or preventive maintenance, is the standard meter used by many Town departments; and

WHEREAS, the Amherst Fire Safety Division of the Amherst Building department is requesting the funds to move forward with the aforementioned actions for the health and safety of the Amherst Fire Safety Division staff.

NOW, THEREFORE BE IT RESOLVED that the Amherst Town Board approves the repair and replacement of GMI Multi Gas Meters from Avoidable Alarm Fund T-2999.4002.

6/24/2024

Consent

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

C. COUNCILMEMBER BERGER:

D. COUNCILMEMBER SZUKALA:

E. COUNCILMEMBER MARINUCCI:

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2024-542

Various Signal Upgrades (Bond Resolution - \$150,000)

AGENDA ITEM : JUNE 24th, 2024

TO: Town Board

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

DATE: June 17, 2024

RE: Various Signal Upgrades
2024-2029 C.I.P. - Project H-8
Bond Resolution - \$150,000

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

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

(2) Adopt the attached bond resolution authorizing the issuance of \$150,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

MAP:nmb

Attachments

c: Tim Koller, Deputy Town Clerk
(w/attachments, **Agenda Item - June 24, 2024**)
Daryl C. Bramer, Comptroller (w/attachments)
Lynda Juul, Director of Finance (w/attachments)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (w/attachments)
Dan Howard, Director of Planning (w/attachments)
Christopher Schregel, Project Manager (w/attachments)

6/24/2024

A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 4-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved via Roll Call vote 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 2024-543

Townwide Tree Maintenance (Bond Resolution - \$100,000)

AGENDA ITEM : JUNE 24th, 2024

TO: Town Board

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

DATE: June 17, 2024

RE: Townwide Tree Maintenance

**2024-2029 C.I.P. - Project H-7
Bond Resolution - \$100,000**

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

- (1) Adopt the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department; and
- (2) Adopt the attached bond resolution authorizing the issuance of \$100,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

MAP:nmb

Attachments

c: Tim Koller, Deputy Town Clerk
(w/attachments, **Agenda Item - June 24, 2024**)
Daryl C. Bramer, Comptroller (w/attachments)
Lynda Juul, Director of Finance (w/attachments)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (w/attachments)
Dan Howard, Director of Planning (w/attachments)
Dominic Creamer, Town Forester (w/attachments)

6/24/2024

A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 4-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved via Roll Call vote 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 2024-544

Consent to Formation of Cimato & Sons Sewerage Works Corporation

AGENDA ITEM : JUNE 24TH, 2024

TO: Town Board

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

DATE: June 17, 2024

RE: Consent To Formation of Cimato & Sons Sewerage Works Corporation (4300 Millersport Highway)

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

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.

MAP:nmb

c: Tim Koller, Deputy Town Clerk (**Agenda Item - June 24, 2024**)
Dan Howard, Director of Planning
Jeffrey S. Burroughs, PE, Town Engineer
Vaishali Reberholt, PE, Assistant Town Engineer

6/24/2024

Consent

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

4. Resolution 2024-545**Settlement of Article 7 Matter - 570 DAB 58, LLC V. Town of Amherst****AGENDA ITEM : JUNE 24TH, 2024**

TO: Town Board

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

DATE: June 18, 2024

RE: Settlement of Article 7 Matter
570 DAB 58, 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 24, 2024**)
Emily Murphy, Town Assessor

6/24/2024

Consent

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

5. Resolution 2024-546**Settlement of Article 7 Matter - Alman Company, LLC V. Town of Amherst****AGENDA ITEM : JUNE 24TH, 2024**

TO: Town Board

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

DATE: June 20, 2024

**RE: Settlement of Article 7 Matter
Alman Company, LLC v. Town of Amherst**

Kindly adopt a resolution authorizing the following:

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

(2) Authorizing Senior Deputy Town Attorney Samuel A. Alba, Esq. to sign the attached Stipulation of Settlement and Order 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 24, 2024**)
Emily Murphy, Town Assessor

6/24/2024

Consent

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

6. Resolution 2024-547

Settlement of Article 7 Matter - New Carborundum V. Town of Amherst

AGENDA ITEM : JUNE 24TH, 2024

TO: Town Board

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

DATE: June 20, 2024

**RE: Settlement of Article 7 Matter
New Carborundum v. Town of Amherst**

Kindly adopt a resolution authorizing the following:

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

(2) Authorizing Senior Deputy Town Attorney Samuel A. Alba, Esq. to sign the attached Stipulation of Settlement and Order 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 24, 2024**)
Emily Murphy, Town Assessor

6/24/2024

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 2024-548

Fireworks - the Park Country Club

Request for fireworks permit on July 4, 2024 at approx. 9:30 PM at Park Country Club, 4949 Sheridan Drive with the following conditions:

1. That the spectators, parking area, and dwellings be 560 feet from the fireworks discharge location for vertical mortars. (max 8 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 actual shooters listed on the application be present at the site or a substitute shooters list be submitted five (5) or more days prior to the event. Submitted shooters are Milton Surre, Dennis Otto, Steven Knapp, and Joshua Knapp.

5. Display shall follow NFPA 1123-2018 & IFC 2020.
6. Outdoor crowds over 1000 people require a crowd managers as per the International Fire Code.
7. 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.
8. The Amherst Town Board shall designate a time when the Fireworks display must conclude.

6/24/2024

Consent

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

2. Resolution 2024-549**Amusement License - Gateway Longview**

Request by Gateway Longview. for a First Class Amusement License to hold an outdoor event at 6350 Main St. on July 26, 2024 from 3 PM - 7 PM.

Supervising Code Enforcement Officer recommends a fee of \$5.00 per day.

The following conditions apply:

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

6/24/2024

Consent

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

3. Resolution 2024-550

Amusement License - Town of Amherst Diversity Committee

Request by The Town of Amherst Diversity Committee, for a First Class Amusement License to hold an event on June 12, 2024. The event time for the date is 6:00 PM - 8:00 PM.

Code Enforcement Officer recommends the fee to be waived.

The following conditions apply:

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

The Town Board pre-approved this license.

6/24/2024

Consent

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

4. Resolution 2024-551**New Firefighter for East Amherst Fire Department**

New firefighter for the East Amherst Fire Department lives in the Town of Amherst and works in the East Amherst Fire district.

Emma McKenzie
161 Wickham Dr
Williamsville, NY 14221

6/24/2024

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:

E. CENTRAL ALARM:

F. COMPTROLLER:

1. Resolution 2024-552**Budget Transfers and Amendments****For June 24, 2024 Town Board Agenda**

To: Town Board
From: Office of Town Comptroller
Date: 06/18/2024
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:**

A6772.4380 M&S Bldg. Maintenance \$2,042.28

TO:

A6772.2600 Other Equipment \$2,042.28

Requested per department.

A3641.2290 Emergency Services \$2,500.00
Requested per department.

A3641.4230 Vehicle Repair \$2,500.00

KP2027.4972 WPCF Gravity- Construction \$3,083.72
KP1721.4979 WPCF Solids- Contingency \$25,000.00
Requested per department.

KP1721.4972 Construction \$28,083.72

BUDGET AMENDMENTS - 2024

INCREASE:

INCREASE:

KP0001.02401 Capital Fund - Interest Earnings \$62,296.21 KP0001.9000 Interfund Transfers \$62,296.21
To recognize interest earnings in KP Fund and increase interfund transfers for transfer into debt reserve and appropriate funds.

N2323.02785 CDBG & VG- PI \$170.00

N2323.4000 Contractual \$170.00

To recognize Community Development program income from 169 Hillcrest, Amherst.

N2340.02785 AMH HOME- PI \$15,426.90

N2340.4000 Contractual \$15,426.90

N2354.02785 HOME Admin- PI \$1,714.10

N2354.4003 10% Admin \$1,714.10

To recognize Community Development program income from 284 Woodcrest, Amherst.

6/24/2024

Consent

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

2. Resolution 2024-553

Accept Audit Period Ending 12/31/2023

The Town Board is requested to formalize the acceptance of the audit report for the year ended 12/31/2023. Drescher & Malecki LLP presented the year end to the Town Board on May 13, 2024. The Financial Statements are available on the Town's website.

Please also accept the Statement of Changes in Cash Balances and Statements of Cash Receipts and Disbursements for the Senior Center, Town Clerk and Receiver of Taxes, Town Justices and Youth & Recreation, and NYS Department of Transportation Financial Assistance Schedules. Copies are available upon request.

6/24/2024

Consent

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

G. CONTRACT COMPLIANCE:

1. Resolution 2024-554

Award Bid #2024020 PVC Pipe and Fittings - CRS #4863, 4864 & 4865

WHEREAS, the Contract Compliance and Administration Department received bids on May 9, 2024 for Bid #2024020 for PVC Pipe and Fittings; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award the bid to Holbrook Plastic Pipe Supply, Inc., Ferguson Enterprises, LLC, and Core & Main LP, as per the attached bid tabulation; and

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

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that the current contract expires on June 26, 2024.

6/24/2024

Consent

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

2. Resolution 2024-555

Award of Bid #2024025 for (1) 2024 Chevy Silverado 3500 Pick Up Truck with Plow - CRS #4873

WHEREAS, Contract Compliance and Administration issued Mini-Bid #2024025 through NYS OGS for one (1) 2024 Chevy Silverado 3500 pick up truck with plow; and

WHEREAS, bids were received from eight (8) vendors as per the attached Bid Tabulation Form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Mini-Bid be awarded to Joe Basil Chevrolet, Inc. for their low bid of \$56,178.70; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Joe Basil Chevrolet, Inc.

6/24/2024

Consent

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

3. Resolution 2024-556

Award Bid #2024023 Busing - CRS #4876

WHEREAS, the Contract Compliance and Administration Department received bids on June 6, 2024 for Busing; and

WHEREAS, the bid process resulted in responses from two (2) vendors as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Erie Bus Inc., dba WNY Bus Co.; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Erie Bus Inc., dba WNY Bus Co.

6/24/2024

Consent

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

4. Resolution 2024-557

Award Bid #2024022 Town Wide Doors and Windows - CRS #4883

WHEREAS, the Contract Compliance and Administration Department received bids on May 16, 2024 for Town Wide Doors and Windows; and

WHEREAS, the bid process resulted in responses from two (2) vendors as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Kircher Construction, Inc.; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Kircher Construction, Inc.; and

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

6/24/2024

Consent

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

- H. COURT:*
- I. ECONOMIC DEVELOPMENT:*
- J. EMERGENCY SERVICES:*
- K. ENGINEERING SERVICES:*
- 1. Resolution 2024-558**

**Niagara Mohawk Power Corporation – Grant of Easement Royal Park
Sports Complex TOA Project No. 2019.055 CRS ID# 4886**

As the above mentioned project requires a new electrical service to the park, would you please approve this resolution authorizing the Supervisor to sign the attached Grant of Easement with Niagara Mohawk Power Corporation? Please note, there is no cost associated with this easement.

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

6/24/2024

Consent

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

2. Resolution 2024-559

**Casey Road (CR 295), Pedestrian and Bicycle Improvements Phase 2
Resolution Authorizing Supervisor to Sign IMA with Erie County
Town of Amherst Job No. 2014.048A, PIN 5764.66 CRS ID# 4887**

We respectfully request Town Board approval authorizing the Town Supervisor to execute the attached Inter Municipal Agreement (IMA) with Erie County to perform contract work on County Road 295, Casey Road in conjunction with the above referenced Town Project. Please note, that there is no cost to the Town associated with these improvements.

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

6/24/2024

Consent

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

L. FINANCE:

1. Resolution 2024-560

Amend 2025 Budget Calendar

WHEREAS, the 2025 Budget Calendar was approved on January 2, 2024 at the annual Reorganization meeting; and

WHEREAS, Local Law 2-2024 was adopted on March 11, 2024 via resolution 2024-116, and calls for three public hearings to be held on the annual budget; and

WHEREAS, this change, along with other changes to more accurately reflect the current budget process timeline, were incorporated into the attached Amended 2025 Budget Calendar;

NOW, THEREFORE, BE IT RESOLVED, the Amended 2025 Budget Calendar is hereby approved.

6/24/2024

Consent

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

M. HIGHWAY

N. HUMAN RESOURCES:

1. Resolution 2024-561

Cook/Senior Services

Please appoint a Cook to the Amherst Center for Senior Services, Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 25, 2024 at an annual salary of \$36,295, Grade 5, Step A for Pamela Princess.

Contingent upon completing all pre-employment requirements.

Replacing an employee who was promoted.

6/24/2024

Consent

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

2. Resolution 2024-562

Messenger/Youth & Recreation

Please appoint a Messenger to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 25, 2024 at an hourly rate of \$15.93, Grade 2, Step D for Shelby Richter.

Replacing an employee who retired.

6/24/2024

Consent

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

3. Resolution 2024-563

Director of Emergency Services & Safety/Emergency Services Department

Please appoint a Director of Emergency Services & Safety to the Emergency Services Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective 6/29/2024, at an annual salary of \$97,718.66, Grade 6, Step K of the Exempt Department Head Salary Schedule for Brandon Peters.

This is a promotion for an employee currently serving as Emergency Services & Safety Coordinator.

Replacing an employee who is Retiring.

6/24/2024

Consent

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

4. Resolution 2024-564

Senior Engineer Assistant/Engineering

Please appoint a Senior Engineer Assistant to the Engineering Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 25, 2024 at an annual salary of \$63,100, Grade 13, Step F for Sarah Burow.

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

6/24/2024

Consent

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

5. Resolution 2024-565

Detective/Police Department

Please appoint a Detective to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 25, 2024 at an annual salary of \$100,741 for Scott Minervini.

This is a promotion for an employee currently serving as Police Officer.

Replacing an employee who is being promoted.

6/24/2024

Consent

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

6. Resolution 2024-566

Detective Sergeant/Police Department

Please appoint a Detective Sergeant to the Police Department. Temporary, effective June 25, 2024, at an annual salary of \$103,560 for Thomas Thielman.

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

Replacing an employee who retired.

6/24/2024

Consent

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

7. Resolution 2024-567

Extended Sick Leave of Absence/Highway Department

Please authorize an Extended Sick Leave of Absence Without Pay to an employee at the Highway Department. Effective June 17, 2024 through December 16, 2024.

6/24/2024

Consent

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

8. Resolution 2024-568

**Maintenance Worker (2 Positions)/Building Maintenance/Facilities
Department**

Please appoint two (2) Maintenance Workers 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 25, 2024 at an hourly rate of \$19.34, Grade 4, Step B for Connor Geraci.

Contingent upon completing all pre-employment requirements.

Due to a vacancy and a promotion for an employee currently serving as Laborer and replacing an employee that was promoted.

6/24/2024

Consent

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

O. INFORMATION TECHNOLOGY:**P. PLANNING:****Q. POLICE:****R. SENIOR SERVICES:****1. Resolution 2024-569****Cse Eisep CRS #4857**

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

6/24/2024

A motion to approve was made Supervisor Kulpa, seconded by Deputy Supervisor Lavin and approved via Roll Call vote 3-0-1 (Marinucci, abstain).

RESULT:	ROLL CALL VOTE (ADOPTED) [3 TO 0]
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Shawn Lavin, Deputy Supervisor
AYES:	Kulpa, Lavin, Szukala
ABSTAIN:	Marinucci
ABSENT:	Berger

S. SEWER/PLANT 16:**1. Resolution 2024-570****Travel Request Required Operator Training Courses**

The Engineering Department is requesting approval to send two (2) employees to attend the Basic Operations training course in August 2024 at the Environmental Training Center at SUNY Morrisville in Morrisville, NY. The total cost for each employee to attend the course is estimated to be \$4,969.54, and includes registration, tolls/mileage reimbursement, lodging and per diem.

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

Thank you for considering this request.

6/24/2024

Consent

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

2. Resolution 2024-571**Evoqua A1000 Transducers Koester Associates, Inc. CRS - 4836**

The Engineering Department, WPCF Division is requesting that the Town Board authorize the Supervisor to sign a quotation contract with Koester Associates, Inc. This would be for the purchase four Evoqua A1000 Transducers as listed on the attached Koester Associates quote 0002475, dated April 09, 2024. The total cost for this purchase is \$8,687.16.

The WPCF would also ask the Town Board for a waiver from insurance requirements, as Koester Associates would utilize a third party delivery service.

Funds will be available in G9916-4929.

Thank you for considering this request.

6/24/2024

Consent

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

3. Resolution 2024-572**Bid 2023041 – Z-Bar Wheel Loader – Funding Increase Monroe Tractor CRS-CMS 4352-3922**

The Engineering Department, WPCF Division is requesting that the Town Board approve an increase of \$4,800.00 to the amount awarded to Bid 2023041 - Z-Bar Wheel Loader. This would be to purchase two sets of Wheel Loader adaptor plates for our JRB 416 Coupler, enabling us to adapt our grit and screenings containers for use with our new wheel loader.

Funds will be available in KP2326-2600.

Thank you for considering this request.

6/24/2024

Consent

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

4. Resolution 2024-573

Bid 2023030 Fairbanks Nijhuis Vertical Pump Parts PCS Pump and Process Equipment, Inc. CRS No. 4888

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with PCS Pump and Process Equipment, Inc. The terms and conditions within the current contract will remain the same. This extension will be from the date of Town Board Approval by the Town of Amherst and be effective from August 7, 2024 through August 6, 2025

Funds for this request are available in G9916-4921.

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

Thank you for considering this request.

6/24/2024

Consent

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

5. Resolution 2024-574

Bid 2023029 Bulk Liquid Oxygen LINDE Inc. CRS No. 4889

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Linde Inc. The terms and conditions within the current contract Bid 2023029 - Bulk Liquid Oxygen will remain the same. This extension will be from the date of Town Board Approval by the Town of Amherst and be effective from August 7, 2024 through August 6, 2025

Funds for this request are available in G9916-4923 & 4960.

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

Thank you for considering this request.

6/24/2024

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:

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2024-52

**Correspondence from Sean Hopkins, Esq. - Proposed Project at 4300
Millersport Highway**

Letter from Sean Hopkins, Esq. regarding the proposed Mixed-Use project at 4300 Millersport Highway.

6/24/2024

Request resolution to be placed on July 8th meeting

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

2. Communication 2024-53

Correspondence from Sean Hopkins, Esq. - Proposed Project at 4300 Millersport Highway & Formation of Cimato & Sons Sewerage Works Corporation

Letter from Sean Hopkins, Esq. regarding the proposed Residential & Mixed-Use project at 4300 Millersport Highway and the formation of Cimato & Sons Sewerage Works Corporation.

6/24/2024

Received & Filed

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

3. Communication 2024-54

Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway

Letter from Patricia Bittar regarding the proposed project at 4300 Millersport Highway.

6/24/2024

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

4. Communication 2024-55**Complaint and Jury Demand: Daniel J. Ryan, Tara M. Kreuder, and Mya Ryan Vs Town of Amherst Et Al.****6/24/2024**

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 2024-575****Private Improvement Permit No. 3115 Waterline – Miller’s Crossing
Subdivision Phase 2 2018.043/SUB-2018-02**

Attached please find an application for a Waterline Private Improvement Permit properly filled out. The permit fee and inspection cost amount to \$8,770.00.

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 \$8,620.00 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. 3115.

Thank you for considering this request.

6/24/2024

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 9:26 PM.

The following speakers addressed the Town Board:

Joe Voytovich, 35 Bucyrus Dr - Emergency Services Director

Don Smith, 201 N Long St - Royal Parkway project

Tom Weisbeck, 48 Drawbridge Ct - streetlights

Matt Plunkett, 299 Northill Dr - Royal Parkwy project

Bob Drdul, 92 Chateau Ter - Debris at Benderson project

Dave Howard, 194 Roycroft Dr - interest expenses increasing by year

Jina Gentry, 65 Bissell Dr - Town Employees

Tom Frank, Main St - Amherst Central park

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 9:41 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 24, 2024 was adjourned at 9:49 PM.


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

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

DOC ID: 29160

RESOLUTION 2024-538
DECISION DATE

1790, 1860 & 1920 North French Road & 999 Campbell Boulevard (Portion) - Bicentennial Comprehensive Plan Amendment

Request to amend the Bicentennial Comprehensive Plan for 1790, 1860 & 1920 North French Road & 999 Campbell Boulevard (Portion) from Recreation, Open Space & Greenways and Industrial Office to Commercial/Mixed Use & Suburban Center.

6/24/2024

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 7:01 PM.

Sean Hopkins, Esq. presented.

The following speakers addressed the Board:

Kathleen & Joe Towart, 1840 N French Rd

Mark Weisbeck, 1873 N French Rd

Tom Weisbeck, 48 Drawbridge Ct

Don Smith, 201 N Long St

Elliot Lasky, Owner of Regency Builders

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the July 22nd Town Board meeting, seconded by Deputy Supervisor Lavin and unanimously approved 4-0. The public hearing was closed at 7:26 PM.

RESULT: DECISION DATE [UNANIMOUS]
Next: 7/22/2024 7:00 PM
MOVER: Brian J. Kulpa, Supervisor

SECONDER: Shawn Lavin, Deputy Supervisor

AYES: Kulpa, Lavin, Szukala, Marinucci

ABSENT: Berger

Town Board Agenda of June 24, 2024

June 18, 2024

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

Subject: Request to Amend the Bicentennial Comprehensive Plan for 62± acres of land from “Recreation, Open Space & Greenways” and “Industrial Office” to “Commercial/Mixed Use,” and Figure 6A to “Suburban Center”; property located at 1790, 1860 & 1920 North French Road and 999 Campbell Boulevard (portion) **(BCPA-2024-01)**

Honorable Members:

This request is to amend the Bicentennial Comprehensive Plan to change the land use designation on Figure 6 from “Recreation, Open Space & Greenways” and “Industrial Office” to “Commercial/Mixed Use” and Figure 6A to create a “Suburban Center” to allow for the potential future rezoning and construction of two mixed-use buildings each consisting of 4,000 sq. ft. of first floor commercial space (8,000 sq. ft. total) and 15 - 1st floor apartments and 20 - 2nd floor apartments, 86 townhome style units with attached garages, 55 lots for detached single-family homes, 64 multifamily units (140 residential units total) and all related site improvements including roadways, stormwater management, landscaping, lighting, utility improvements and connections.

The subject property is a 62± acre “very irregularly” shaped property consisting of four separate parcels located on the north side of North French Road adjacent easterly to the Lockport Expressway (I-990) and 521± feet east of Crosspoint Parkway. The sites have recently been cleared to allow for farming operations under tree removal permit TR-2022-0003 that was issued on April 8, 2022.

Other Factors affecting the sites:

- There are NYSDEC wetlands on the parcels.
- There are federal jurisdictional wetlands on the parcels.
- The majority of the subject area is within the 100 yr. floodplain.
- Town Ditch #25 runs north – south through the proposed development area.
- Proposed area is bisected by a National Grid power right-of-way/corridor that runs north – south.
- The Lockport Expressway (I-990) is a NYSDOT highway designated as an expressway in the Town of Amherst Bicentennial Comprehensive Plan, and is contiguous to the sites with a full interchange that serves the area.

Honorable Town Board

Request to Amend the Bicentennial Comprehensive Plan;
Property located at 1790, 1860 & 1920 North French Road
and 999 Campbell Boulevard (portion).
Agenda of June 24, 2024

- North French Road, CR-299 is an Erie County highway designated as a minor arterial in the Town of Amherst Bicentennial Comprehensive Plan.

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

History of previous rezoning requests:

The subject parcels were zoned Suburban Agricultural District (SA) 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.

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

Based upon the Planning Department Staff memorandum dated April 17, 2024 (attached) and public input from the hearing held on May 16, 2024 by the Planning Board, the Planning Board finds that the intent of the Land use Plan for this area is to provide opportunities to expand the light-industrial or distributive uses near the I-990 expressway on lands that are not designated wetlands or environmentally important. The location is ideally situated for this use as it is bordered by major highways and has direct access to the interstate highway system.

The properties to be developed are bounded on the north and west by the I-990 expressway, and on the south by North French Road. The Conceptual Land Use Plan (Figure 6) in the Town's Comprehensive Plan identifies much of this area as Recreation, open Space & Greenways (Green). In Figure 6, the parcels to be developed are proposed for recreation, open space & greenways with a portion as industrial office. Property to the east is proposed as Industrial-Office (Gray), and contains the Cross Point Business Park, a designated Suburban Corridor commercial center as shown in Figure 6A: Commercial and Mixed-Use Designations.

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

The proposed mixed use development consisting of 8,000 sq. ft. of commercial space and 140 residential units as illustrated on the concept plan is inconsistent with the intent and objectives of the Zoning Ordinance, Part 1-2-2 A which seeks 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 and Part 1-2-2 K which seeks 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.

The request is also inconsistent the current allowable uses in the SA zoning district. Any future development on the parcel will need to comply with the applicable regulations in the Zoning Ordinance.

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

Residential uses at the subject location would be inconsistent with the scale, character and potential allowable uses in the Crosspoint Industrial Park adjacent to the east, the traffic volume

Honorable Town Board

Request to Amend the Bicentennial Comprehensive Plan;
Property located at 1790, 1860 & 1920 North French Road
and 999 Campbell Boulevard (portion).
Agenda of June 24, 2024

and noise generated from the Lockport Expressway, which is elevated along the subject area to the west and potential nuisances from insects (mosquitos and other biting species) from wetland areas within and around the proposed development. The subject parcels, with direct access to an interstate highway system are ideally suited for industrial, warehousing or similar land uses that rely on efficient truck access and are not negatively impacting residential areas.

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.

RECOMMENDATION

The Planning Board at their meeting of May 16, 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.

The subject lands are well situated and suited for the uses proposed in the Plan. The Town has limited lands designated for industrial/office development and should not encourage their use for residential or commercial mixed uses. The Plan recommends that new residential mixed use development be used to encourage redevelopment and revitalization of areas where services and infrastructure/transportation already exists. This location in North Amherst should remain designated for recreation/open space or industrial office to assure its valued environmental features, and its close proximity to existing compatible industrial land uses and highly accessible transportation corridors.

1. The amendment is not consistent with the goals, objectives, recommendations and sections of the Town of Amherst Bicentennial Comprehensive Plan in the following ways:

- The Comprehensive Plan encourages redevelopment and infill development within existing residential neighborhoods and commercial areas as opposed to extending suburban development on to open lands in northern Amherst.
- Chapter 3, Land Use and Development; identifies much of this area as Recreation, Open Space & Greenways and areas to the east as Industrial-Office.
- The Conceptual Land Use Plan (Figure 6), illustrates the future direction and land use as Industrial-Office for a portion of the area. As stated in Section 3.3.4 of the Plan, the desirable site characteristics for the location of industrial-office uses are: 1) access to major transportation routes; 2) away from residential neighborhoods; and 3) on large tracts of land that can be buffered from surrounding areas. While the proposed project offers a range of housing choices in a suburban/rural setting, the subject land location expands a limited land resource for a future use that can be developed elsewhere.
- The I-990 is an interstate expressway and North French Road is a minor arterial roadway at this location. The proposed site is ideally located for

Honorable Town Board

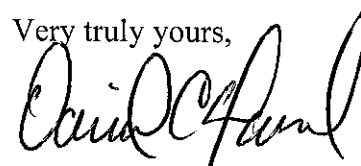
Request to Amend the Bicentennial Comprehensive Plan;
Property located at 1790, 1860 & 1920 North French Road
and 999 Campbell Boulevard (portion).
Agenda of June 24, 2024

warehousing distribution and/or research and development uses with excellent accessibility to these roads and North French Road with direct connections, Millersport Highway (a major arterial) and Campbell Boulevard. This location is ideal for higher volume, higher speed trips that serve intercommunity and interregional trade daily.

- The proposed project increases potential for impacts of development on sensitive lands
 - This proposed development at this location does not fulfill the objectives or goals of the Housing and Neighborhoods section of the Plan or promote housing affordability as stated in Section 8.3 of the Plan.
2. The proposed change does not improve the balance of land uses, and does not meet a specific demand in the Town.
 3. The Town's Strategic Economic Development Plan prepared by RKG consultants indicates a regional demand for warehousing space due to high volume e-commerce spending and identified this area as an ideal location due to the site's access to I-990 and it offers a viable development opportunity for warehouse/distribution facilities.
 4. The land surrounding the subject request is comprised of transportation facilities, industrial uses and natural beneficial features which are less compatible with the largely residential development.

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/SM/ac

Att.

X:\Current_Planning\Files\Bicentennial Comp Plan Amends\2024\BCPA-2024-01_(1790_1860_&_1920_North_French_Rd)_2024\BCPA-2024-01_TB_Letter_06242024.docx

cc: Martin Polowy, Town Attorney

Planning Board Denial May 16, 2024

Ayes 5; Noes 0; Absent 2 (Davis, Giuliani)

TOWN OF AMHERST
PLANNING BOARD
COMPREHENSIVE PLAN AMENDMENT
BCPA-2024-01

PETITIONER

SBLC Development Corporation
c/o Sean Hopkins
5500 Main Street, Suite 343
Williamsville, NY 14221

PROPERTY LOCATION

1790, 1860 & 1920 North French Rd.
& 999 Campbell Blvd. (portion)

MAY 23 2024 AM 3

WHEREAS the Town of Amherst Planning Board on Thursday, May 16, 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 is inconsistent with the following goals, objectives, recommendations and sections of the Comprehensive Plan:
- The Comprehensive Plan encourages redevelopment and infill development within existing residential neighborhoods and commercial areas as opposed to extending suburban development on to open lands in northern Amherst.
 - Chapter 3, Land Use and Development; identifies much of this area as Recreation, Open Space & Greenways and areas to the east as Industrial-Office.
 - The Conceptual Land Use Plan (Figure 6), illustrates the future direction and land use as Industrial-Office for a portion of the area. As stated in Section 3.3.4 of the Plan, the desirable site characteristics for the location of industrial-office uses are: 1) access to major transportation routes; 2) away from residential neighborhoods; and 3) on large tracts of land that can be buffered from surrounding areas. While the proposed project offers a range of housing choices in a suburban/rural setting, the subject land location extends a limited land resource for a future use that is currently in high demand.
 - The I-990 is an interstate expressway and North French Road is a minor arterial roadway at this location. The proposed site is ideally located for warehousing distribution and/or research and development uses with excellent accessibility to these roads and North French Road with direct connections, Millersport Highway (a major arterial) and Campbell Boulevard. This location is ideal for higher volume, higher speed trips that serve intercommunity and interregional trade daily.

TOWN OF AMHERST
PLANNING BOARD
COMPREHENSIVE PLAN AMENDMENT
BCPA-2024-01

PETITIONER

SBLC Development Corporation

PROPERTY LOCATION1790, 1860 & 1920 North French Rd.
& 999 Campbell Blvd. (portion)

MAY 23 2024 AM 9:55

- The proposed project increases potential for impacts of development on sensitive lands
 - This proposed development at this location does not fulfill the objectives or goals of the Housing and Neighborhoods section of the Plan or promote housing affordability as stated in Section 8.3 of the Plan.
- 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 Town's Strategic Economic Development Plan prepared by RKG consultants indicates a regional demand for warehousing space due to high volume ecommerce spending and identified this area as an ideal location for sidewalks due to the site's access to I-990 and it offers a viable development opportunity for warehouse/distribution facilities.
- E. The land surrounding the subject request is comprised of transportation facilities, industrial uses and natural beneficial features which are less compatible with the largely residential development.

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 above state reasons.

The foregoing resolution was adopted by the Town of Amherst Planning Board, May 16, 2024; moved by Penberthy; seconded by Gill; ayes 5; noes 0; Absent 2 (Davis, Giuliani).



Michael J. Chmiel, Planning Board Chair

5/23/24

Date

Attachment: BCPA-2024-01 TB letter packet 062424 (RES-2024-538 : 1790, 1860 & 1920 North French Road & 999 Campbell Boulevard (Portion) -

TOWN OF AMHERST
PLANNING BOARD
COMPREHENSIVE PLAN AMENDMENT
BCPA-2024-01

PETITIONER

SBLC Development Corporation

PROPERTY LOCATION

1790, 1860 & 1920 North French Rd.

MAY 23 2024 AM 9:

SM/ac

X:\Current_Planning\Files\Bicentennial Comp Plan Amends\2024\BCPA-2024-01_(1790_1860_&_1920_North_French_Rd)_2024\BCPA-2024-01_resolution_051624.doc-

cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
ECDEP
ECDPW
NYSDOT
NYSDEC
ACAC

Anthony Pandolfe, Carmina Wood Design, 487 Main Street #500, Buffalo, NY 14203

Christopher Wood, Carmina Wood Design, 487 Main Street #500, Buffalo, NY 14203

Fred Cimato, Cimato & Sons, 9920 Transit Rd., E. Amherst, NY 14051

Elliot Lasky, PO Box 1454, Williamsville, NY 14221

Attachment: BCPA-2024-01 TB letter packet 062424 (RES-2024-538 : 1790, 1860 & 1920 North French Road & 999 Campbell Boulevard (Portion) -

Amended BCPA Application
Date: April 4, 2024



TOWN OF AMHERST PLANNING DEPARTMENT
Request for Bicentennial Comprehensive Plan Amendment

For Official Use

File #: BCPA-2024-01 Acreage 62.03 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*	<u> </u>
AFFIDAVIT FEE FOR PUBLIC HEARING	\$15	<u>\$15.00</u>

Fee schedule subject to change by future Town Board action

TOTAL FEE: \$15.00

TO BE COMPLETED BY APPLICANT

Petitioner:

Name: SBLC Development Corporation c/o Sean Hopkins, Esq.

Address: 5500 Main Street, Suite 343

Williamsville, NY 14221

City State Zip Code

Phone: 716.510-4338 Fax

Email: shopkins@hsmlegal.com

Owner of Land (if different than above):

Name: 1. Anthony Cimato - 1790 North French Road [SBL No. 27.04-1-12]; 2. North Forest
 Address: Development Corp. - 1920 North French Road [SBL No. 27.04-1-20]; 3. SBLC
Development Corp. - Portion of 999 Campbell Boulevard [SBL No. 27.00-2-29; and 4.
1860 North French Road Road [SBL No. 27.04-1-16.1] - SBLC Development Corp.]
 City State Zip Code
 Phone: 716.510-4338 Fax _____
 E Mail: shopkins@hsmlegal.com

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

Name: _____
 Address: _____

 City State Zip Code
 Phone: _____ Fax _____
 E Mail: _____

Petitioner's interest in property

- ☐ Option to purchase
☒ Owner
☒ Other (explain) The parcels at 1790 and 1920 North French Road are owned by related entities.

The parcels will be merged into a single parcel owned by SBLC Development Corp.
The following are all others having an interest in this application and join herein with the petitioner named above: (describe extent of interest; attach sheets as needed)

Not Applicable

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

1790 North French Road, 1920 North French Road and Portion of 999 Campbell Boulevard & Portion of 1860 North
SBL #(s): SBL No. 27.04-1-12, 2. SBL No. 27.04-1-20; and SBL No. 27.00-2-29 French Road [SBL:
 27.04-1-16.1]

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): Not applicable.

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

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 and 6-A

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 (Vision 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?*

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 25th day of March, 2024

Notary Public, Erie County, New York



NOREEN A. ZIMMERMAN
Notary Public, State of New York
Qualified in Niagara County
My Commission Expires Aug. 31, 2026

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.

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Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: SBLC Mixed-Use Project		
Project Location (describe, and attach a general location map): 1790, 1860 and 1920 North French Road and portion of 999 Campbell Boulevard - Town of Amherst - Erie County		
Brief Description of Proposed Action (include purpose or need): The proposed redevelopment project ("action") consists of a mixed-use project to be located at 1790, 1860 and 1920 North French Road and the eastern portion 999 Campbell Boulevard (collectively the "Project Site") consisting of the following: 1. Two mixed-use buildings each consisting of 4,000 sq. ft. of first floor commercial space and 15 1st floor apartments and 20 2nd floor apartments; 2. 86 townhome style units with attached garages; 3. 55 lots for detached single-family homes and 4. 64 multifamily units; 5. All related site improvements including roadways, stormwater management, landscaping, lighting, utility improvements and connections. The proposed action has been defined broadly to include all required discretionary approvals and permits needed from governmental agencies. The proposed project is a Type I action pursuant to SEQRA.		
Name of Applicant/Sponsor: SBLC Development Corp. c/o Sean Hopkins, Esq.	Telephone: 716.510-4338 E-Mail: shopkins@hsmlegal.com	
Address: 5500 Main Street, Suite 343		
City/PO: Williamsville	State: NY	Zip Code: 14221
Project Contact (if not same as sponsor; give name and title/role):	Telephone:	
	E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): See Attachment "A"	Telephone:	
	E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals**B. Government Approvals, Funding, or Sponsorship.** ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, ☒ Yes ☐ No or Village Board of Trustees	Town Board - Comp. Plan Amendment and Rezoning	March 2024 [Comp. Plan Amendment Application]
b. City, Town or Village ☒ Yes ☐ No Planning Board or Commission	Town of Amherst Planning Board - Site Plan and Subdivision Approval	To be Determined
c. City, Town or ☒ Yes ☐ No Village Zoning Board of Appeals	Town of Amherst ZBA - Area Variances	To be Determined
d. Other local agencies ☒ Yes ☐ No	Town of Amherst Engineering (DSCA); Amherst IDA (PILOT) and Building Dept (Floodplain Permit)	To be Determined
e. County agencies ☒ Yes ☐ No	ECWA (back flow), ECDOH (water and sewer)	To be Determined
f. Regional agencies ☐ Yes ☒ No		
g. State agencies ☒ Yes ☐ No	NYSDEC - Wetland Permit and DSCA	To be Determined
h. Federal agencies ☐ Yes ☒ No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		☐ Yes ☒ No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		☐ Yes ☒ No
iii. Is the project site within a Coastal Erosion Hazard Area?		☐ Yes ☒ No

C. Planning and Zoning**C.1. Planning and zoning actions.**

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☒ No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☒ Yes ☐ No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☒ Yes ☐ No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☒ Yes ☐ No

If Yes, identify the plan(s):

NYS Heritage Areas: West Erie Canal Corridor

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐ Yes ☒ No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance? ☒ Yes ☐ No
 If Yes, what is the zoning classification(s) including any applicable overlay district?
Suburban Agriculture District ("SA")

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☒ Yes ☐ No
 If Yes,

i. What is the proposed new zoning for the site? SC-3, R-3 and MFR-5

C.4. Existing community services.

a. In what school district is the project site located? Williamsville Central School District

b. What police or other public protection forces serve the project site?

Town of Amherst Police Department

c. Which fire protection and emergency medical services serve the project site?

Volunteer Fire Department

d. What parks serve the project site?

Various Town Parks

D. Project Details**D.1. Proposed and Potential Development**

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Mixed-use (residential and commercial)

b. a. Total acreage of the site of the proposed action? 62.03 acres

b. Total acreage to be physically disturbed? 47.50 acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 62.03 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☐ No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☒ Yes ☐ No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
Residential

ii. Is a cluster/conservation layout proposed? ☐ Yes ☒ No

iii. Number of lots proposed? 55

iv. Minimum and maximum proposed lot sizes? Minimum 8,470 Maximum 13,953

e. Will the proposed action be constructed in multiple phases? ☒ Yes ☐ No

i. If No, anticipated period of construction: _____ months

ii. If Yes:

• Total number of phases anticipated 4

• Anticipated commencement date of phase 1 (including demolition) 3 month 25 year

• Anticipated completion date of final phase 12 month 28 year

• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☒ Yes ☐ No

If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase				
At completion				
of all phases	141	2		132

g. Does the proposed action include new non-residential construction (including expansions)? ☒ Yes ☐ No

If Yes,

- i. Total number of structures 2
- ii. Dimensions (in feet) of largest proposed structure: 30 height; 140 width; and 235 length
- iii. Approximate extent of building space to be heated or cooled: 20,300 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☒ Yes ☐ No

If Yes,

- i. Purpose of the impoundment: Stormwater retention
- ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☒ Other specify: Stormwater runoff
- iii. If other than water, identify the type of impounded/contained liquids and their source.
Not applicable
- iv. Approximate size of the proposed impoundment. Volume: TBD million gallons; surface area: 5.4 acres
- v. Dimensions of the proposed dam or impounding structure: TBD height; TBD length
- vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):
Earth fill

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☐ Yes ☐ No
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)

If Yes:

- i. What is the purpose of the excavation or dredging? _____
- ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
- Volume (specify tons or cubic yards): _____
 - Over what duration of time? _____
- iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No

If yes, describe. _____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? ☐ Yes ☐ No

ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☒ Yes ☐ No

If Yes:

- i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): Impacts to the 100-ft Adjacent Area of NYSDEC Freshwater Wetland TE-18 as delineated on Concept Plan C-100.

[A copy of the Wetland Delineation Verification Letter issued by Charles P. Rosenberg of the NYS Dept. of Environmental Conservation on January 22, 2022 is provided at Attachment "B". A copy of the Jurisdictional Determination issued by the U.S. Army Corps of Engineers for 1920 North French Road dated March 14, 2023 is provided at Attachment "C".]

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:
Encroachment in to the 100-ft. Adjacent Area of NYSDEC Freshwater Wetland TE-18 includes excavation of retention ponds and the construction of the 10-unit multifamily buildings as depicted on Concept Plan C-100.

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☐ No
 If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No
 If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☒ Yes ☐ No
 If Yes:

i. Total anticipated water usage/demand per day: 72,450 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No
 If Yes:

- Name of district or service area: Erie County Water Authority
- Does the existing public water supply have capacity to serve the proposal? ☒ Yes ☐ No
- Is the project site in the existing district? ☒ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No
- Do existing lines serve the project site? ☒ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project?
 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐ No
 If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☒ Yes ☐ No
 If Yes:

i. Total anticipated liquid waste generation per day: 72,450 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): sanitary wastewater

iii. Will the proposed action use any existing public wastewater treatment facilities? ☒ Yes ☐ No
 If Yes:

- Name of wastewater treatment plant to be used: Town of Amherst WWTP
- Name of district: Town of Amherst Consolidated Sanitary Sewer District
- Does the existing wastewater treatment plant have capacity to serve the project? ☒ Yes ☐ No
- Is the project site in the existing district? ☒ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No

- Do existing sewer lines serve the project site? ☒ Yes ☐ No
 - Will a line extension within an existing district be necessary to serve the project? ☐ Yes ☒ No
- If Yes:
- Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐ Yes ☐ No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☒ Yes ☐ No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or 21.2 acres (impervious surface)

_____ Square feet or 62.03 acres (parcel size)

ii. Describe types of new point sources. New point sources include storm sewers, swales and curbing.

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

Stormwater runoff will be directed to on-site retention ponds.

• If to surface waters, identify receiving water bodies or wetlands: _____

• Will stormwater runoff flow to adjacent properties? ☐ Yes ☒ No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☐ Yes ☒ No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐ Yes ☐ No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐ Yes ☐ No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐ Yes ☐ No

ii. In addition to emissions as calculated in the application, the project will generate:

- _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
- _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
- _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
- _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
- _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐ Yes ☐ No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐ Yes ☐ No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? [A Traffic Impact Study prepared by Passero Associates dated April 4, 2024 has been submitted with this Amended Part 1 of the Full EAF.] ☐ Yes ☒ No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend
☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐ Yes ☐ No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐ Yes ☐ No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐ Yes ☐ No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐ Yes ☐ No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☒ Yes ☐ No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____
 Typical of commercial retail demand

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____
 Local utility company

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐ Yes ☒ No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: _____ 7 a.m. - 5 p.m.
- Saturday: _____ 7 a.m. - 5 p.m. [as needed]
- Sunday: _____ N/A
- Holidays: _____ N/A

ii. During Operations:

- Monday - Friday: _____ 8:00 to 10:00 [retail space]
- Saturday: _____ 8:00 to 10:00 [retail space]
- Sunday: _____ 8:00 to 8:00 [retail space]
- Holidays: _____ 8:00 to 8:00 [retail space]

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☒ Yes ☐ No

If yes:

i. Provide details including sources, time of day and duration:

Operation of constitution equipment may produce noise exceeding ambient levels. This is a temporary and unavoidable impact.

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☒ No

Describe: _____

n. Will the proposed action have outdoor lighting? ☐ Yes ☐ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

Dark sky compliant light poles, mounted at 15-ft will be spaced throughout the sight to provide even light distribution.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☒ No

Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☐ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☐ No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☐ No

If Yes:

i. Describe proposed treatment(s): _____

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☒ Yes ☐ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

• Construction: 4-8 tons per week (unit of time)

• Operation : 1.5 tons per week (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

• Construction: _____

• Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:

• Construction: _____

• Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☒ No

If Yes:

- i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
- ii. Anticipated rate of disposal/processing:
 - _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 - _____ Tons/hour, if combustion or thermal treatment
- iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☐ No

If Yes:

- i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____
- ii. Generally describe processes or activities involving hazardous wastes or constituents: _____
- iii. Specify amount to be handled or generated _____ tons/month
- iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____
- v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

- ☐ Urban ☐ Industrial ☒ Commercial ☒ Residential (suburban) ☐ Rural (non-farm)
☒ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

The existing site consists of wooded areas and is surrounded by residential and commercial uses.

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.0	21.2	+21.2
• Forested	8.9	0.1	-8.8
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	45.6	27.8	-28.8
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.0	5.4	+5.4
• Wetlands (freshwater or tidal)	7.5	7.5	0.0
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: <u>Greenspace and Landscaping</u>		??	??

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☐ No
 i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐ Yes ☐ No
 If Yes,
 i. Identify Facilities: _____

e. Does the project site contain an existing dam? ☐ Yes ☐ No
 If Yes:
 i. Dimensions of the dam and impoundment:
 • Dam height: _____ feet
 • Dam length: _____ feet
 • Surface area: _____ acres
 • Volume impounded: _____ gallons OR acre-feet
 ii. Dam's existing hazard classification: _____
 iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☐ No
 If Yes:
 i. Has the facility been formally closed? ☐ Yes ☐ No
 • If yes, cite sources/documentation: _____
 ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____

 iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☐ No
 If Yes:
 i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐ Yes ☐ No
 If Yes:
 i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☐ No
 ☐ Yes – Spills Incidents database Provide DEC ID number(s): _____
 ☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 ☐ Neither database
 ii. If site has been subject of RCRA corrective activities, describe control measures: _____

 iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐ Yes ☒ No
 If yes, provide DEC ID number(s): _____
 iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☐ No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ >6 feet

b. Are there bedrock outcroppings on the project site? ☐ Yes ☒ No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

Getzville Silt loam	_____	20 %
Swormville clay loam	_____	52 %
Wayland soils complex	_____	28 %

d. What is the average depth to the water table on the project site? Average: _____ >6 feet

e. Drainage status of project site soils: ☐ Well Drained: _____ % of site
☐ Moderately Well Drained: _____ % of site
☒ Poorly Drained 100 % of site

f. Approximate proportion of proposed action site with slopes: ☒ 0-10%: _____ 100 % of site
☐ 10-15%: _____ % of site
☐ 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? ☐ Yes ☒ No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☒ Yes ☐ No

ii. Do any wetlands or other waterbodies adjoin the project site? ☒ Yes ☐ No

If Yes to either i or ii, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☒ Yes ☐ No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name 837-44 Classification C
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters, NYS Wetland, Federal Waters, Fe... Approximate Size NYS Wetland (in a...
- Wetland No. (if regulated by DEC) TE-18, TE-19

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☒ No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐ Yes ☒ No

j. Is the project site in the 100-year Floodplain? ☒ Yes ☐ No

k. Is the project site in the 500-year Floodplain? ☒ Yes ☐ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐ Yes ☒ No
If Yes:

i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site: _____ Typical suburban species _____ _____	
n. Does the project site contain a designated significant natural community? ☐ Yes ☒ No If Yes: i. Describe the habitat/community (composition, function, and basis for designation): _____ ii. Source(s) of description or evaluation: _____ iii. Extent of community/habitat: • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres	
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐ Yes ☒ No If Yes: i. Species and listing (endangered or threatened): _____	
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☒ No If Yes: i. Species and listing: _____	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☐ No If yes, give a brief description of how the proposed action may affect that use: _____	
E.3. Designated Public Resources On or Near Project Site	
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☒ No If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☐ No i. If Yes: acreage(s) on project site? _____ ii. Source(s) of soil rating(s): _____	
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☒ No If Yes: i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____	
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☒ No If Yes: i. CEA name: _____ ii. Basis for designation: _____ iii. Designating agency and date: _____	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☐ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based: _____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☐ Yes ☒ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☐ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☐ No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☒ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name SBLC Development Corp. Date April 4, 2024

Signature Sean Hopkins Title Counsel for Project Sponsor

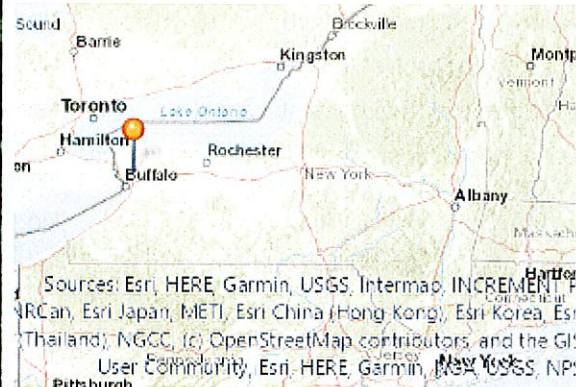
PRINT FORM

EAF Mapper Summary Report

Tuesday, March 12, 2024 3:51 PM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas: West Erie Canal Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	837-44
E.2.h.iv [Surface Water Features - Stream Classification]	C
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters, NYS Wetland
E.2.h.iv [Surface Water Features - Wetlands Size]	NYS Wetland (in acres): 103.0, NYS Wetland (in acres): 38.7
E.2.h.iv [Surface Water Features - DEC Wetlands Number]	TE-18, TE-19

E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

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
Getzville silt loam	X	X	X	X	X
Swormville clay loam	X	X	X	X	X
Wayland soils complex	X	X	X	X	X

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:
1790 & 1920 North French Road and a portion of 999 Campbell Boulevard - 62.0 +/- acres total

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 152
Source: Traffic Impact Study performed by Passero Associates

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:
72,450 average flow 281,533 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 A of Part 1 of Full EAF -
List of Parcels Comprising the
Project Site**

**ATTACHMENT “A” OF PART 1 OF FULL ENVIRONMENTAL ASSESSMENT
FORM – LIST OF PARCELS COMPRISING THE PROJECT SITE AND
OWNERSHIP INFORMATION**

1. 1790 North French Road [SBL No. 27.04-1-12] – Owner: Anthony Cimato
2. 1920 North French Road [SBL No. 27.04-1-20] – Owner: North Forest Development Corp.
3. Portion of 999 Campbell Boulevard [SBL No. 27.00-2-29] – Owner: SBLC Development Corp.

**Attachment B of Part 1 of Full EAF -
Wetland Delineation Verification Letter
issued by Charles P. Rosenberg of the
NYS Dept. of Environmental
Conservation on January 22, 2022**

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Fish and Wildlife, Region 9
 700 Delaware Avenue, Buffalo, NY 14209
 P: (716) 851-7010 | F: (716) 851-7005
www.dec.ny.gov

January 22, 2024

Fred Cimato
 Cimato Enterprises
 9220 Transit Road
 East Amherst, New York 14051

Dear Fred Cimato:

**Wetland TE-18 Delineation Verification
 SBLC Property
 Town of Amherst, Erie County**

This letter serves as notification that I verified the wetland delineation performed by Earth Dimensions, Inc. (EDI) of Freshwater Wetland TE-18 within the SBLC property (1790 & 1860 North French Road, 999 Campbell Blvd; Parcels 27.00-2-29; 27.04-1-16.1; & 27.04-1-12) in the Town of Amherst, Erie County. I field inspected EDI's delineated wetland boundaries on July 26, 2023. I verified a portion of EDI-delineated wetland W2, from delineation flags W2-1 to W2-40 and W2-99 to W2-143, is part of State-jurisdictional Freshwater Wetland TE-18 and that the location of this wetland is accurately depicted in EDI's delineation map (Figure 6, enclosed here) of their April 20, 2023 wetland delineation report. A 100-foot wide regulated adjacent area surrounds Wetland TE-18.

My field inspection also determined the following areas are not part of Wetland TE-18 since they are located greater than 50 meters from the field-delineated boundary of wetland W2/Wetland TE-18: the remaining portion of EDI-delineated wetland W2 (north of delineation flags W2-40 and W2-99), EDI-delineated wetlands W1 and W3, and wetlands observed within the adjoining 1920 North French Road parcel.

Please note that Wetland TE-19 is no longer a State-regulated freshwater wetland following a November 2016 field inspection that determined the total area of its associated wetlands is less than the 12.4-acre size threshold for state wetlands jurisdiction and the wetlands do not qualify for state wetlands jurisdiction under the NYSDEC's "unusual local importance" designation.

Please be aware that wetland boundaries may change over time and this letter does not fix wetland boundaries indefinitely. If you would like to document the precise boundaries of the wetlands that comprise Wetland TE-18 relative to the property boundaries, it is your responsibility to have the wetland boundaries surveyed. If you choose to complete a survey, the wetland boundary survey map should be submitted to me for verification. A copy of this Department's *Requirements for Wetland Survey and Mapping* is enclosed. Please note that a surveyed wetland boundary that has been verified by this Department will be considered valid for five years.



Department of
 Environmental
 Conservation

Attachment: BCPA-2024-01 TB letter packet 062424 (RES-2024-538 : 1790, 1860 & 1920 North French Road & 999 Campbell Boulevard (Portion) -

Fred Cimato
January 22, 2024
Page 2

In 1975, the New York State Legislature passed the Freshwater Wetlands Act to preserve and protect wetlands and their functions, such as flood protection and fish and wildlife habitat. The New York State Department of Environmental Conservation is required to map all wetlands protected by this law, and to make those maps available for inspection in all local government clerks' offices. Certain activities within the wetland or its regulated 100-foot adjacent area require a permit from this Department, including but not limited to filling, clearing vegetation, draining, and construction. Contact our Division of Environmental Permits Office for information about permit requirements at:

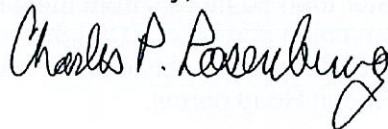
New York State Department of Environmental Conservation
Division of Environmental Permits
700 Delaware Avenue
Buffalo, New York 14209
Telephone: (716) 851-7165

Finally, please be advised that the U.S. Army Corps of Engineers may also have wetland and stream jurisdiction irrespective of the Department of Environmental Conservation. For more information, you may contact the Corps at:

United States Army Corps of Engineers Regulatory Branch
478 Main Street
Buffalo, New York 14202
Telephone: (716) 879-4330

If you have any questions about this wetland delineation verification, feel free to contact me in the Buffalo office at (716) 851-7024 or Charles.Rosenburg@dec.ny.gov.

Sincerely,



Charles P. Rosenberg
Region 9 BEH Habitat Protection Manager

CPR:ck

Encl: Earth Dimensions Wetland Delineation Map (Figure 6)
Requirements for Wetland Survey and Mapping

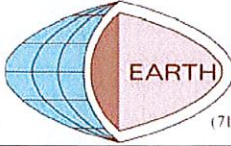
cc: Tom Somerville, Earth Dimensions, Inc.
Wetland TE-18 file

Attachment: BCPA-2024-01 TB letter packet 062424 (RES-2024-538 : 1790, 1860 & 1920 North French Road & 999 Campbell Boulevard (Portion) -

Figure 6 - Wetland Delineation Map

Town of Amherst

Erie County, New York



EARTH DIMENSIONS, INC.

1091 Jamison Road | Elma, NY 14059
(716) 655-1717 | www.earthdimensions.com

Parking Lot

Stream 2 =
3,794 feetWetland W2 =
9.70+/- AcresInvestigation Area =
65.64+/- AcresStream 3 =
231 feetStream 1 =
110 feetWetland W3 =
7.17+/- AcresStream 2 =
3,794 feetWetland W1 =
0.15+/- Acre

North French

Crosspoint PKWY

Parking Lot

Scale: 0 200' 400'

Map Date: April 13, 2023/ TJS for EDI
Revised:

Base Map Provided By: Trimble Geo 7X

File Name: Delineation Map.dwg

EDI Project Code: W23E07a

SBLC
LEGEND

- Limits of Investigation
- Streams
- Wetland Boundary Fl
- Wetland Area
- Photo Location
- Data Point Location

**Attachment C of Part 1 of Full EAF -
Jurisdictional Determination issued
by the U.S. Army Corps of
Engineers for 1920 North French
Road dated March 14, 2023**



DEPARTMENT OF THE ARMY
US ARMY CORPS OF ENGINEERS, BUFFALO DISTRICT
478 MAIN STREET
BUFFALO, NY 14202-3278

March 14, 2024

Regulatory Branch

SUBJECT: Approved Jurisdictional Determination for Department of the Army
Processing No. LRB-2023-00911

Elliot Lasky
PO Box 1454
Williamsville, New York 14231
Email: elasky@forbesdevcorp.com

Dear Mr. Lasky:

I have reviewed the approved jurisdictional determination (JD) request submitted by Earth Dimensions, Inc. for an for the approximate 5.71-acre review area located north and adjacent to North French Road, in the Town of Amherst, Erie County, New York (latitude 43.0351 N, and longitude -78.7532 W), as shown on sheets 1-2 of 2.

I have determined that the review area as depicted on attached Sheets 1-2 of 2 is comprised entirely of dry land and contains no potential aquatic resources regulated under Section 404 of the Clean Water Act or Section 10 of the Rivers and Harbors Act of 1899. Therefore, a Department of Army permit is not required for any activities occurring within the review area.

Enclosed is an approved JD. This approved JD will remain valid for a period of five (5) years from the date of this correspondence unless new information warrants revision of the approved JD before the expiration date. At the end of this period, a new aquatic resource delineation will be required to support any request for a new JD.

Further, the delineation included herein has been conducted to identify the location and extent of the aquatic resource boundaries and/or the jurisdictional status of aquatic resources for purposes of the Clean Water Act for the particular review area identified in this request. This delineation and/or jurisdictional determination may not be valid for the Wetland Conservation Provisions of the Food Security Act of 1985, as amended. If you or your tenant are USDA program participants, or anticipate participation in USDA programs, you should discuss the applicability of a certified wetland determination with the local USDA service center, prior to starting work.

If you object to this determination, you may request an administrative appeal under Corps regulations at 33 CFR Part 331. Enclosed you will find a Notification of Appeal

Attachment: BCPA-2024-01 TB letter packet 062424 (RES-2024-538 : 1790, 1860 & 1920 North French Road & 999 Campbell Boulevard (Portion) -

-2-

Regulatory Branch

SUBJECT: Approved Jurisdictional Determination for Department of the Army Processing No. LRB-2023-00911

Process (NAP) fact sheet and Request for Appeal (RFA) form. If you request to appeal the above JD, you must submit a completed RFA form within 60 days of the date on this letter to the Great Lakes/Ohio River Division Office at the following address:

Katherine McCafferty
Regulatory Appeals Officer
US Army Corps of Engineers
Great Lakes and Ohio River Division
550 Main Street, Room 10780
Cincinnati, Ohio 45202-3222
Phone: 513-684-2699 Fax: 513-684-2460
e-mail: katherine.a.mccafferty@usace.army.mil

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete; that it meets the criteria for appeal under 33 C.F.R. part 331.5, and that it has been received by the Division Office within 60 days of the date of the NAP. Should you decide to submit an RFA form, it must be received at the above address by **May 12, 2024**.

It is not necessary to submit an RFA to the Division office if you do not object to the determination in this letter.

A copy of this letter has been sent to Earth Dimensions, Inc.

Questions pertaining to this matter should be directed to me at (716) 879-4240, by writing to the following address: U.S. Army Corps of Engineers, 478 Main Street, Buffalo, New York 14202, or by e-mail at: Shaina.R.Souder@usace.army.mil

Sincerely,



Shaina Souder
Biologist

Enclosures

Attachment: BCPA-2024-01 TB letter packet 062424 (RES-2024-538 : 1790, 1860 & 1920 North French Road & 999 Campbell Boulevard (Portion) -



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, BUFFALO DISTRICT
478 MAIN STREET
BUFFALO, NEW YORK 14202-3278

CELRB-TD-R

14 March 2024

MEMORANDUM FOR RECORD

SUBJECT: US Army Corps of Engineers (Corps) Approved Jurisdictional Determination in accordance with the "Revised Definition of 'Waters of the United States'"; (88 FR 3004 (January 18, 2023) as amended by the "Revised Definition of 'Waters of the United States'; Conforming" (8 September 2023),¹ LRB-2023-00911 [MFR 1 of 1]²

BACKGROUND. An Approved Jurisdictional Determination (AJD) is a Corps document stating the presence or absence of waters of the United States on a parcel or a written statement and map identifying the limits of waters of the United States on a parcel. AJDs are clearly designated appealable actions and will include a basis of JD with the document.³ AJDs are case-specific and are typically made in response to a request. AJDs are valid for a period of five years unless new information warrants revision of the determination before the expiration date or a District Engineer has identified, after public notice and comment, that specific geographic areas with rapidly changing environmental conditions merit re-verification on a more frequent basis.⁴

On January 18, 2023, the Environmental Protection Agency (EPA) and the Department of the Army ("the agencies") published the "Revised Definition of 'Waters of the United States,'" 88 FR 3004 (January 18, 2023) ("2023 Rule"). On September 8, 2023, the agencies published the "Revised Definition of 'Waters of the United States'; Conforming", which amended the 2023 Rule to conform to the 2023 Supreme Court decision in *Sackett v. EPA*, 598 U.S., 143 S. Ct. 1322 (2023) ("*Sackett*").

This Memorandum for Record (MFR) constitutes the basis of jurisdiction for a Corps AJD as defined in 33 CFR §331.2. For the purposes of this AJD, we have relied on Section 10 of the Rivers and Harbors Act of 1899 (RHA),⁵ the 2023 Rule as amended,

¹ While the Revised Definition of "Waters of the United States"; Conforming had no effect on some categories of waters covered under the CWA, and no effect on any waters covered under RHA, all categories are included in this Memorandum for Record for efficiency.

² When documenting aquatic resources within the review area that are jurisdictional under the Clean Water Act (CWA), use an additional MFR and group the aquatic resources on each MFR based on the TNW, the territorial seas, or interstate water that they are connected to. Be sure to provide an identifier to indicate when there are multiple MFRs associated with a single AJD request (i.e., number them 1, 2, 3, etc.).

³ 33 CFR 331.2.

⁴ Regulatory Guidance Letter 05-02.

⁵ USACE has authority under both Section 9 and Section 10 of the Rivers and Harbors Act of 1899 but for convenience, in this MFR, jurisdiction under RHA will be referred to as Section 10.

CELRB-TD-R

SUBJECT: 2023 Rule, as amended, Approved Jurisdictional Determination in Light of *Sackett v. EPA*, 143 S. Ct. 1322 (2023), LRB-2023-00911

as well as other applicable guidance, relevant case law, and longstanding practice in evaluating jurisdiction.

1. SUMMARY OF CONCLUSIONS.

- a. The review area is comprised entirely of dry land (i.e., there are no waters such as streams, rivers, wetlands, lakes, ponds, tidal waters, ditches, and the like in the entire review area and there are no areas that have previously been determined to be jurisdictional under the Rivers and Harbors Act of 1899 in the review area).

A review of the submitted delineation report, which included wetland data points, showed no evidence of wetland criteria (hydrology, hydrophytic vegetation, and hydric soils) being present, and no evidence of aquatic resources/waters within the 5.71-acre review area, as described in item 3 below and as shown on attached map sheets 1 and 2 of 2.

During a September 18, 2023 site visit, the forested area was walked through from the north. Specifically, I checked the location of Data point 2, due to the mixed vegetation (hydrophytic and upland vegetation) recorded on the data form. The forested area consisted of Facultative and Facultative Wet vegetation with some upland species intermixed; the area seemed remnant or transitional of wetland but lacked hydrology throughout the site. The adjacent property to the west was walked the same day and similar forested and non-forested areas had evidence of hydrology (standing water, saturation, drainage patterns) and none of these things were observed on this site. The observations made during the site visit were consistent with the dry land reported in the submitted delineation report.

An in-office resource review supports that there are no aquatic resources within the review area. The U.S. Geographical Survey topographic map does not show waters within the review area but does show wetland symbols north of the review area and a dotted, blue-line stream feature to the east of the review area starting at the northeast corner (outside the review area). The U.S. Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS) web soil survey listed the following soils within the review area: Ge – Getzville silt loam with a hydric rating of 85 within the forested portion of the review area and Sw – Swormville clay loam with a hydric rating of 10 located in the maintained residential portion of the review area. The soils information supports that there is possibility of wetland conditions forming in these soils. The U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) maps do shows wetland in the forested area of the review area, labeled as PFO1Bd – [P] Palustrine [FO] Forested [1] Broad-leaved deciduous [B] Seasonally Saturated [d] partially drained/ditched and another water adjacent to the review area to the east consisting of a blue-line labeled R4SBC – [R] Riverine [SB] Streambed, [C]

CELRB-TD-R

SUBJECT: 2023 Rule, as amended, Approved Jurisdictional Determination in Light of Sackett v. EPA, 143 S. Ct. 1322 (2023), LRB-2023-00911

seasonally flooded. A review of aerial imagery suggests some saturation some areas in the forested areas in the April 25, 2020 oblique imagery. However, more recent aerial imagery (Google Earth dated November 2021, May 2022, and May 2023 do not show any saturation or evidence of hydrology.

The Antecedent Precipitation Tool (APT) was conducted for the aerial dates, USACE site visit date, and delineation date.

<i>Latitude</i>	<i>Longitude</i>	<i>Date</i>	<i>Date explanation</i>	<i>PDSI Value</i>	<i>PDSI Class</i>	<i>Season</i>	<i>Antecedent Precip Score</i>	<i>Antecedent Precip Condition</i>
43.0351	-78.7532	9/18/2023	Date of USACE site visit	1.47	Mild wetness	Wet Season	15	Wetter than Normal
43.0351	-78.7532	9/1/2020	Date of delineation	-1.32	Mild drought	Wet Season	9	Drier than Normal
43.0351	-78.7532	4/25/2020	Oblique Aerial (Connect Explorer)	-0.17	Normal	Wet Season	13	Normal Conditions
43.0351	-78.7532	5/8/2022	Google Earth aerial	2.04	Moderate wetness	Wet Season	11	Normal Conditions
43.0351	-78.7532	5/17/2023	Google Earth aerial	1.22	Mild wetness	Wet Season	15	Wetter than Normal
43.0351	-78.7532	11/23/2021	Google Earth aerial	3.6	Severe wetness	Wet Season	14	Normal Conditions

The APT indicates a period of minor drought on the date of the delineation, September 1, 2020. No wetland criteria were reported at any of the data points, not just hydrology. The APT report of drought conditions at the date of the site visit, which recorded no wetland conditions, indicates that the area is not wetland during normal conditions. The date of the USACE site visit was reported as wetter than normal conditions and hydrology indicators were not observed, supporting that hydrology is not typical within the review area even with wetter than normal conditions. The aerial/oblique imagery all reported normal conditions except for May 2023. No evidence of hydrology was observed in aerial/oblique

CELRB-TD-R

SUBJECT: 2023 Rule, as amended, Approved Jurisdictional Determination in Light of *Sackett v. EPA*, 143 S. Ct. 1322 (2023), LRB-2023-00911

imagery except for the April 25, 2020 oblique, which was reported as normal conditions during the wet season.

Based on a detailed review of the submitted delineation report, a detailed in-office resource analysis, and the observations made during the September 18, 2023 USACE site visit as described above, it has been determined that the 5.71-acre review area is completely comprised of dry land and does not contain any aquatic resources or waters of the United States.

2. REFERENCES.

- a. "Revised Definition of 'Waters of the United States,'" 88 FR 3004 (January 18, 2023) ("2023 Rule")
 - b. "Revised Definition of 'Waters of the United States'; Conforming" 88 FR 61964 (September 8, 2023))
 - c. *Sackett v. EPA*, 598 U.S. ___, 143 S. Ct. 1322 (2023)
3. REVIEW AREA. *An approximately 5.71-acre review area with relatively flat topography, located north and adjacent to North French Road, in the town of Amherst, Erie County, New York. The northern portion of the review area is forested. The southern portion of the review area is a single-family residential home with maintained (mowed) lawn. (Latitude: 43.0351, Longitude: -78.7532) See map sheets 1 and 2 of 2.*
 4. NEAREST TRADITIONAL NAVIGABLE WATER (TNW), THE TERRITORIAL SEAS, OR INTERSTATE WATER TO WHICH THE AQUATIC RESOURCE IS CONNECTED. N/A.
 5. FLOWPATH FROM THE SUBJECT AQUATIC RESOURCES TO A TNW, THE TERRITORIAL SEAS, OR INTERSTATE WATER. N/A.
 6. SECTION 10 JURISDICTIONAL WATERS⁶: Describe aquatic resources or other features within the review area determined to be jurisdictional in accordance with Section 10 of the Rivers and Harbors Act of 1899. Include the size of each aquatic

⁶ 33 CFR 329.9(a) A waterbody which was navigable in its natural or improved state, or which was susceptible of reasonable improvement (as discussed in § 329.8(b) of this part) retains its character as "navigable in law" even though it is not presently used for commerce, or is presently incapable of such use because of changed conditions or the presence of obstructions.

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SUBJECT: 2023 Rule, as amended, Approved Jurisdictional Determination in Light of *Sackett v. EPA*, 143 S. Ct. 1322 (2023), LRB-2023-00911

resource or other feature within the review area and how it was determined to be jurisdictional in accordance with Section 10.⁷ N/A.

7. SECTION 404 JURISDICTIONAL WATERS: Describe the aquatic resources within the review area that were found to meet the definition of waters of the United States in accordance with the 2023 Rule as amended, consistent with the Supreme Court's decision in *Sackett*. List each aquatic resource separately, by name, consistent with the naming convention used in section 1, above. Include a rationale for each aquatic resource, supporting that the aquatic resource meets the relevant category of "waters of the United States" in the 2023 Rule as amended. The rationale should also include a written description of, or reference to a map in the administrative record that shows, the lateral limits of jurisdiction for each aquatic resource, including how that limit was determined, and incorporate relevant references used. Include the size of each aquatic resource in acres or linear feet and attach and reference related figures as needed.

a. Traditional Navigable Waters (TNWs) (a)(1)(i): N/A.

b. The Territorial Seas (a)(1)(ii): N/A.

c. Interstate Waters (a)(1)(iii): N/A.

d. Impoundments (a)(2): N/A.

e. Tributaries (a)(3): N/A.

f. Adjacent Wetlands (a)(4): N/A.

g. Additional Waters (a)(5): N/A.

8. NON-JURISDICTIONAL AQUATIC RESOURCES AND FEATURES

- a. Describe aquatic resources and other features within the review area identified in the 2023 Rule as amended as not "waters of the United States" even where they otherwise meet the terms of paragraphs (a)(2) through (5). Include the type of excluded aquatic resource or feature, the size of the aquatic resource or feature

⁷ This MFR is not to be used to make a report of findings to support a determination that the water is a navigable water of the United States. The district must follow the procedures outlined in 33 CFR part 329.14 to make a determination that water is a navigable water of the United States subject to Section 10 of the RHA.

CELRB-TD-R

SUBJECT: 2023 Rule, as amended, Approved Jurisdictional Determination in Light of *Sackett v. EPA*, 143 S. Ct. 1322 (2023), LRB-2023-00911

within the review area and describe how it was determined to meet one of the exclusions listed in 33 CFR 328.3(b).⁸ N/A.

- b. Describe aquatic resources and features within the review area that were determined to be non-jurisdictional because they do not meet one or more categories of waters of the United States under the 2023 Rule as amended (e.g., tributaries that are non-relatively permanent waters; non-tidal wetlands that do not have a continuous surface connection to a jurisdictional water).
N/A.

9. DATA SOURCES. List sources of data/information used in making determination. Include titles and dates of sources used and ensure that information referenced is available in the administrative record.

- a. Corps of Engineers' site visit: September 18, 2023. In-Office resource evaluation: September 15, 2023, October 2, 2023, and February 27, 2024.
- b. Submitted Aquatic Resource Delineation Report: "Wetland Delineation Report, 1920 North French Road, Town of Amherst, NY," dated November 2, 2020 and includes data forms dated September 1, 2020; prepared for Elliot Lasky; Prepared by Davey Resource Group. Submitted to the USACE by Earth Dimensions, Inc on September 15, 2023.
- c. U.S. Geological Survey Hydrologic Atlas: HA-730.
☒ USGS NHD data.
☒ USGS 8 and 12 digit HUC maps.
- d. U.S. Geological Survey map(s). Cite scale & quad name:
<https://ngmdb.usgs.gov/topoview/viewer/> - USGS; Tonawanda East - NY; 2019 – and as provided in the submitted delineation report.
- e. Natural Resources Conservation Service Soil Survey. Citation:
<https://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx> - Erie County, New York; accessed September 15, 2023 and as provided in the submitted delineation report.
- f. National wetlands inventory map(s). Cite name:
<https://www.fws.gov/program/national-wetlandsinventory/wetlands-mapper>, accessed on February 27, 2024 and as provided in the delineation report.

⁸ 88 FR 3004 (January 18, 2023)

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SUBJECT: 2023 Rule, as amended, Approved Jurisdictional Determination in Light of *Sackett v. EPA*, 143 S. Ct. 1322 (2023), LRB-2023-00911

- g. *State/local wetland inventory map(s): New York State Department of Environmental Resource Mapper - <https://giservices.dec.ny.gov/gis/erm/>.*
- h. *Photographs:*
 - *Aerial (Name & Date): Google Earth aerial imagery November 2021, May 2022, May 2023. Connect Explorer Oblique imagery dated April 25, 2020 - <https://explorer.eagleview.com/>.*
 - *Other (Name & Date): Photographs included in the delineation report, dated September 1, 2020.*
- i. *Antecedent Precipitation Tool conducted for dates: September 18, 2023 – date of USACE site visit, 9/1/2020 – date of delineation, April 25, 2020 date of oblique imagery, and dates of Google Earth aerials – November 23, 2021, May 8, 2022, May 17, 2023.*

10. OTHER SUPPORTING INFORMATION. N/A.

11. NOTE: The structure and format of this MFR were developed in coordination with the EPA and Department of the Army. The MFR's structure and format may be subject to future modification or may be rescinded as needed to implement additional guidance from the agencies; however, the approved jurisdictional determination described herein is a final agency action.

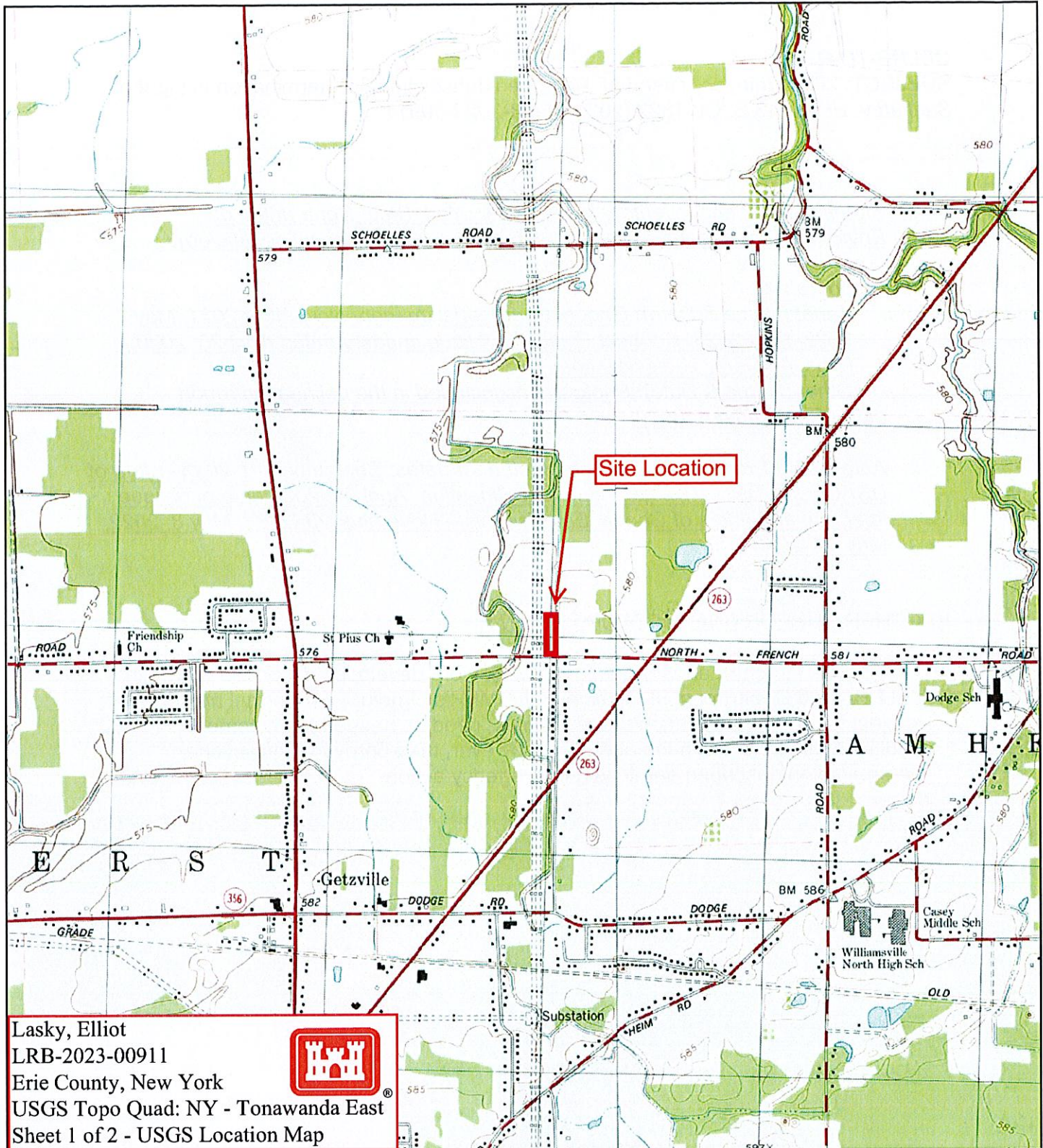


Figure 1: USGS Quadrangle Map

Tonawanda East Quadrangle

Scale 1: 24,000



Town of Amherst
 Erie County, New York

Prepared for:
 Mr. Elliot Lasky

1920 North French Road Sample Map

UPL1

UPL2

UPL3

Lasky, Elliot

LRB-2023-00911

Erie County, New York

USGS Topo Quad: NY - Tonawanda Eas

Sheet 2 of 2 - Aquatic Resource Delineati

Map - Dry land determinatio



WILSON
ENVIRONMENTAL
TECHNOLOGIES, INC.

Note: The mapped point
were recorded using a
Garmin Handheld GPS and
are not survey accurate.

Packet Pg. 80

Attachment: BCPA-2024-01 TB letter packet 062424 (RES-2024-538 : 1790, 1860 & 1920 North French Road & 999 Campbell Boulevard (Portion) -

50 ft

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Lasky, Elliot		File Number: LRB-2023-00911	Date: March 14, 2024
Attached is:			See Section below
	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A	
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B	
	PERMIT DENIAL WITHOUT PREJUDICE	C	
	PERMIT DENIAL WITH PREJUDICE	D	
X	APPROVED JURISDICTIONAL DETERMINATION	E	
	PRELIMINARY JURISDICTIONAL DETERMINATION	F	

SECTION I

The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/appeals/> or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C. PERMIT DENIAL WITHOUT PREJUDICE: Not appealable

You received a permit denial without prejudice because a required Federal, state, and/or local authorization and/or certification has been denied for activities which also require a Department of the Army permit before final action has been taken on the Army permit application. The permit denial without prejudice is not appealable. There is no prejudice to the right of the applicant to reinstate processing of the Army permit application if subsequent approval is received from the appropriate Federal, state, and/or local agency on a previously denied authorization and/or certification.

D: PERMIT DENIAL WITH PREJUDICE: You may appeal the permit denial

You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information for reconsideration

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice means that you accept the approved JD in its entirety and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.
- **RECONSIDERATION:** You may request that the district engineer reconsider the approved JD by submitting new information or data to the district engineer within 60 days of the date of this notice. The district will determine whether the information submitted qualifies as new information or data that justifies reconsideration of the approved JD. A reconsideration request does not initiate the appeal process. You may submit a request for appeal to the division engineer to preserve your appeal rights while the district is determining whether the submitted information qualifies for a reconsideration.

F: PRELIMINARY JURISDICTIONAL DETERMINATION: Not appealable

You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also, you may provide new information for further consideration by the Corps to reevaluate the JD.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision you may contact:

Shaina Souder
U.S. Army Corps of Engineers
478 Main St,
Buffalo, New York 14202
Phone: (716)879-4240
Email: Shaina.R.Souder@usace.army.mil

If you have questions regarding the appeal process, or to submit your request for appeal, you may contact:

Katherine McCafferty
Regulatory Appeals Officer
US Army Corps of Engineers
Great Lakes and Ohio River Division
550 Main Street, Room 10780
Cincinnati, Ohio 45202-3222
Phone: 513-684-2699 Fax: 513-684-2460
e-mail: katherine.a.mccafferty@usace.army.mil

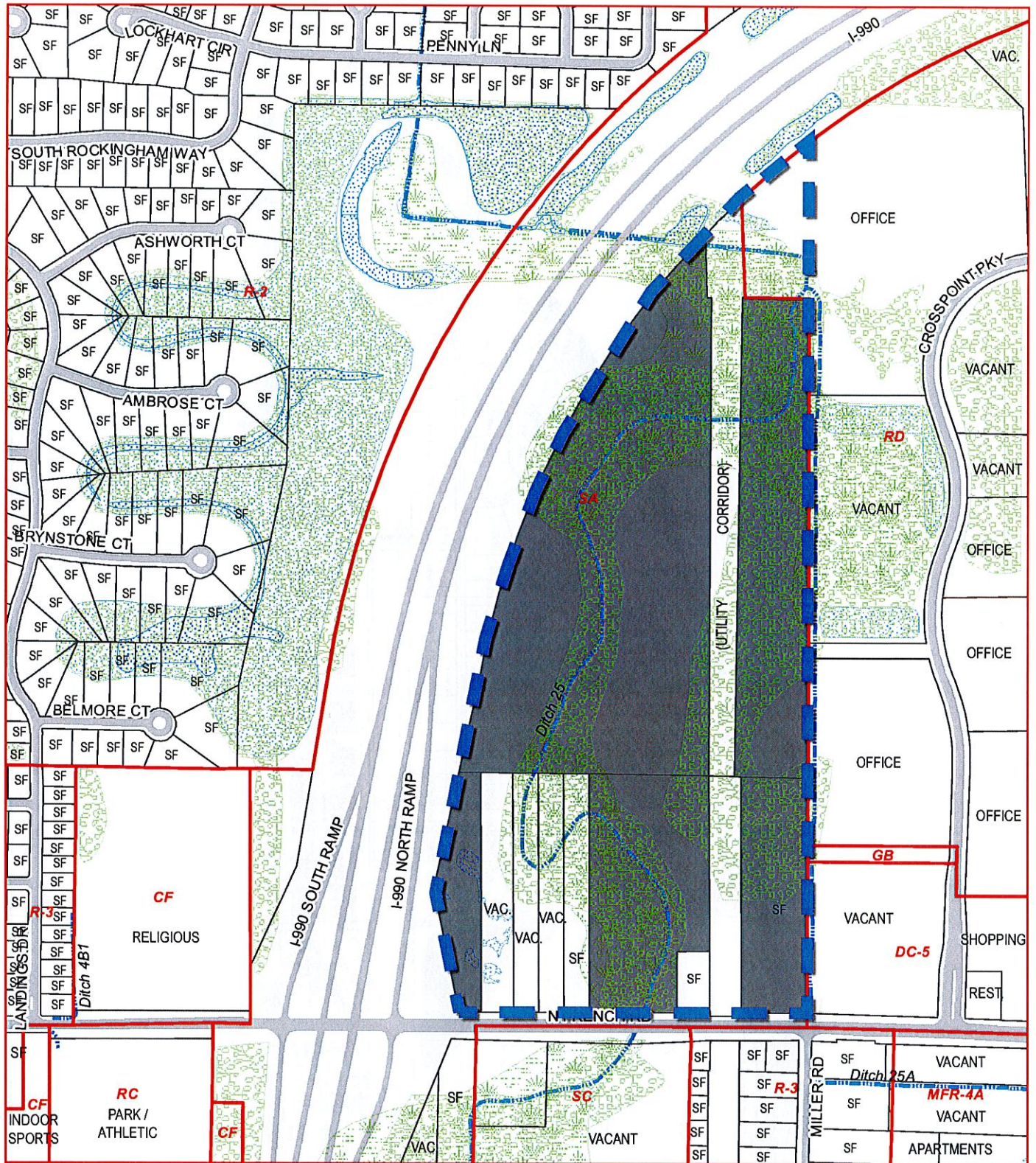
SECTION II – REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. Use additional pages as necessary. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15-day notice of any site investigation and will have the opportunity to participate in all site investigations.

_____ Signature of appellant or agent.	Date:
Email address of appellant and/or agent:	Telephone number:



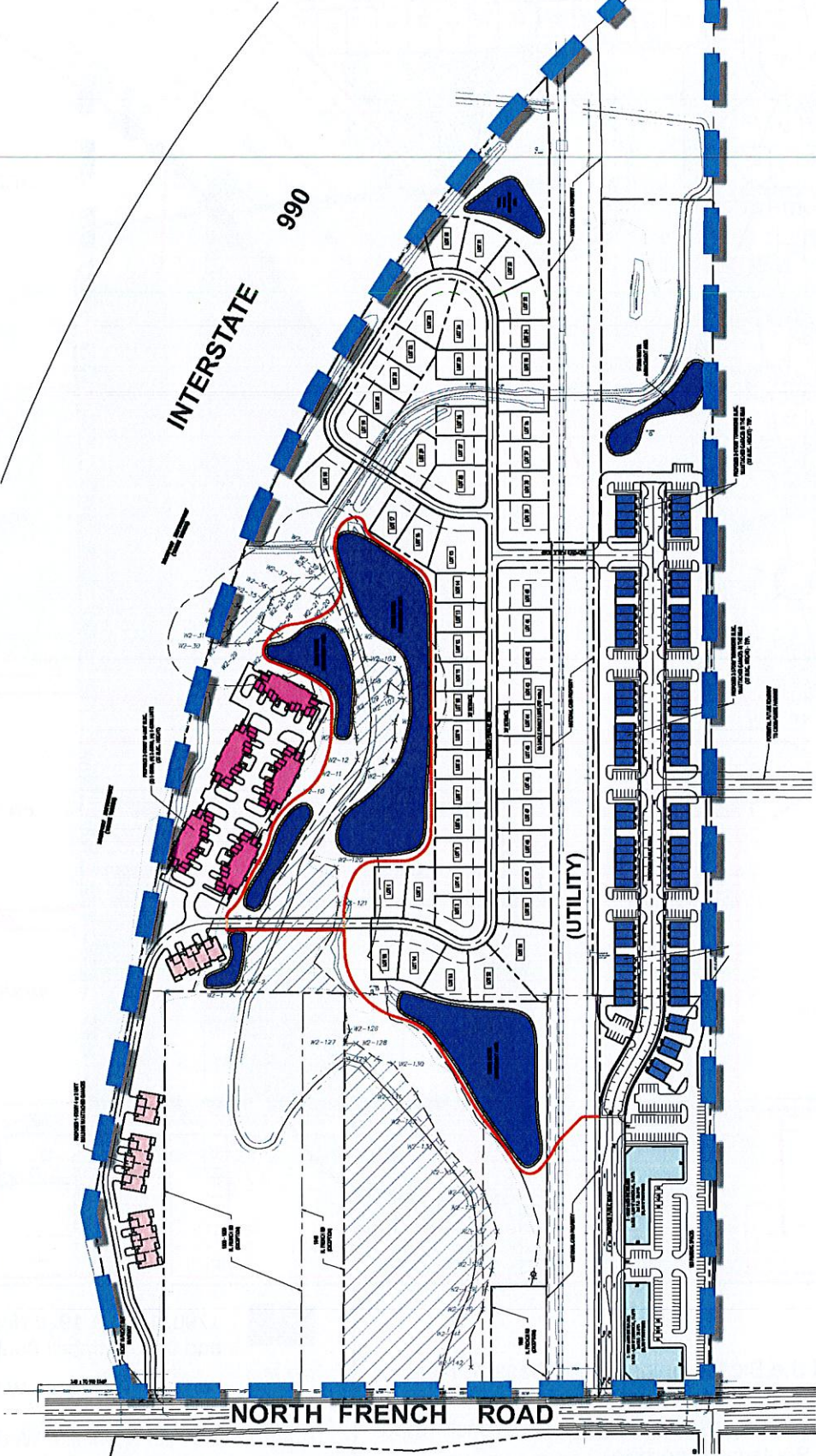
BCPA-2024-01

Request to Amend the Bicentennial Comprehensive Plan
 from Commercial Office to Industrial Office
 Property Located at 1790, 1860 & 1920 North French Road
 and 999 Campbell Boulevard (portion)
 SBLC Development Corporation, Petitioner
 May 16, 2024

- 1790, 1860 & 1920 North French Road and 999 Campbell Boulevard (portion)
- NYSDEC Regulated Wetland
- US Fish & Wildlife Wetland
- Area of Interest



Prepared by the Town of Amherst Planning Department

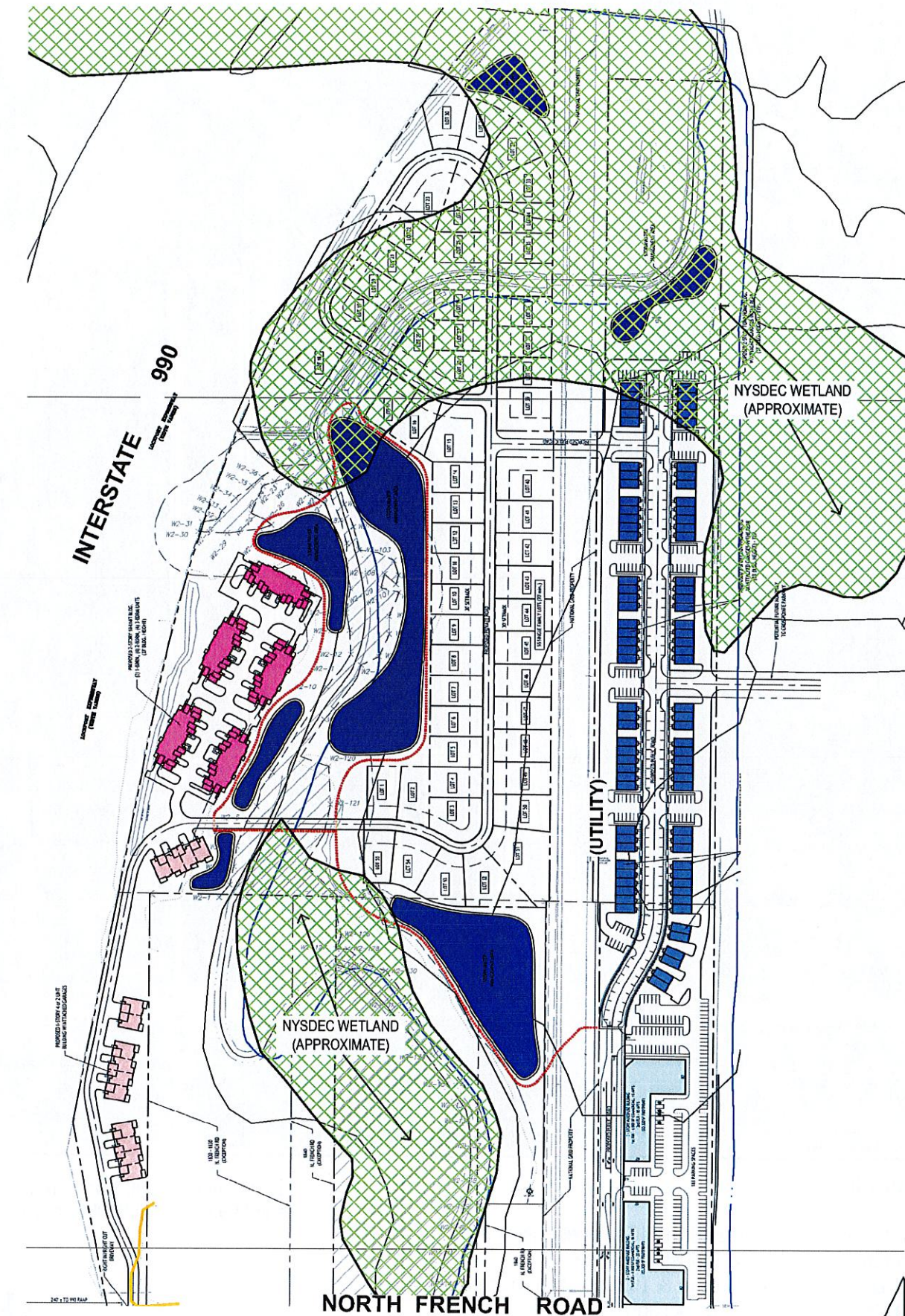


CONCEPT PLAN

BCPA-2024-01

1790, 1860 & 1920 North French Road and
999 Campbell Boulevard (portion)

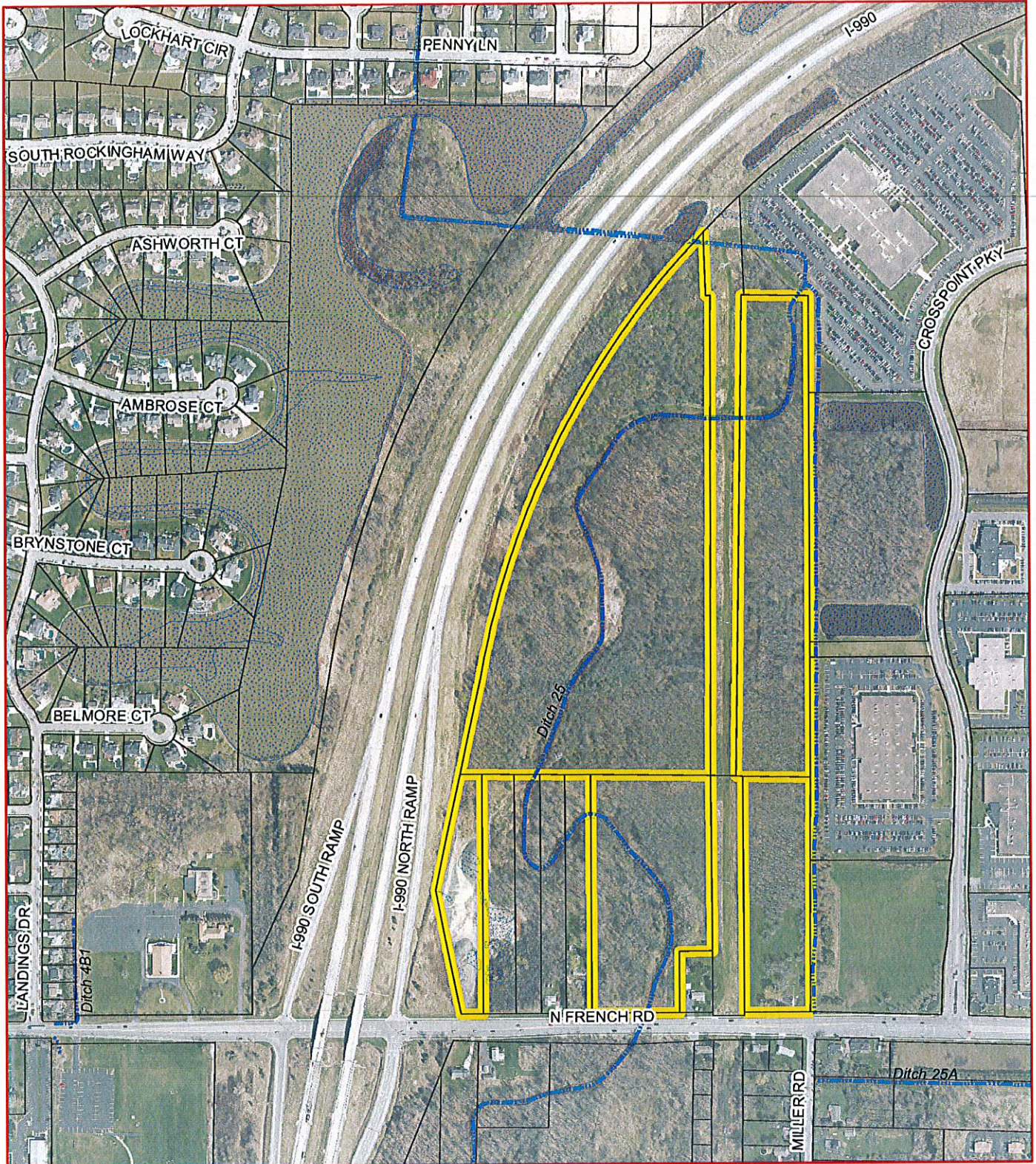




CONCEPT PLAN

BCPA-2024-01
1790, 1860 & 1920 North French Road,
999 Campbell Boulevard (portion)





BCPA-2024-01

Request to Amend the Bicentennial Comprehensive Plan
 from Commercial Office to Industrial Office
 Property Located at 1790, 1860 & 1920 North French Road
 and 999 Campbell Boulevard (portion)
 SBLC Development Corporation, Petitioner
 May 16, 2024



1790, 1860 & 1920 North French Road
 and 999 Campbell Boulevard (portion)



Prepared by the Town of Amherst Planning Department



Town of Amherst Planning Department

Erie County, New York



7.1.a

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: April 17, 2024
SUBJECT: BCPA-2024-01 Bicentennial Comprehensive Plan Amendment Review
Proposed: Amend Comprehensive Plan to change land from Recreation,
Open Space & Greenways to Commercial - Mixed Use
Property located at: 1790, 1860 & 1920 North French Road and 999 Campbell
Boulevard (portion)
Plans received: March 25, 2024

The subject request has been reviewed by staff and resulted in the following findings:

1. Amherst has little open, undeveloped land available south of North French Road – the historic dividing line of suburban and rural character. The Comprehensive Plan encourages redevelopment and infill development within existing residential neighborhoods and commercial areas as opposed to extending suburban development on to open lands in northern Amherst.
2. The proposed development site is an undeveloped, 62.03 acre parcel that contains natural resource constraints impeding its desirability until now. A recent wetland delineation indicated one significant wetland area (Wetland TE-18) approximately 7.5 acres in the center of the property that is under the jurisdiction of the NYSDEC. The proposed concept design shows some impacts will occur within the regulated 100 foot buffer area of Wetland TE-18.
3. The Conceptual Land Use Plan (Figure 6), purposes Industrial-Office uses for a portion of the area. As stated in Section 3.3.4 of the Plan, the desirable site characteristics for the location of industrial-office uses are: 1) access to major transportation routes; 2) away from residential neighborhoods; and 3) on large tracts of land that can be buffered from surrounding areas. While the proposed project offers a range of housing choices in a suburban/rural setting, the location in this case does not predispose a mixed residential use as its highest value.

The key characteristic of this project site is its proximity to large capacity transportation infrastructure and complementary land use. The project site is adjacent to a state expressway (I-190) and a minor arterial (North French Road) and is one of only two large, undeveloped areas remaining that are best suited for research and development/warehousing and industrial uses.

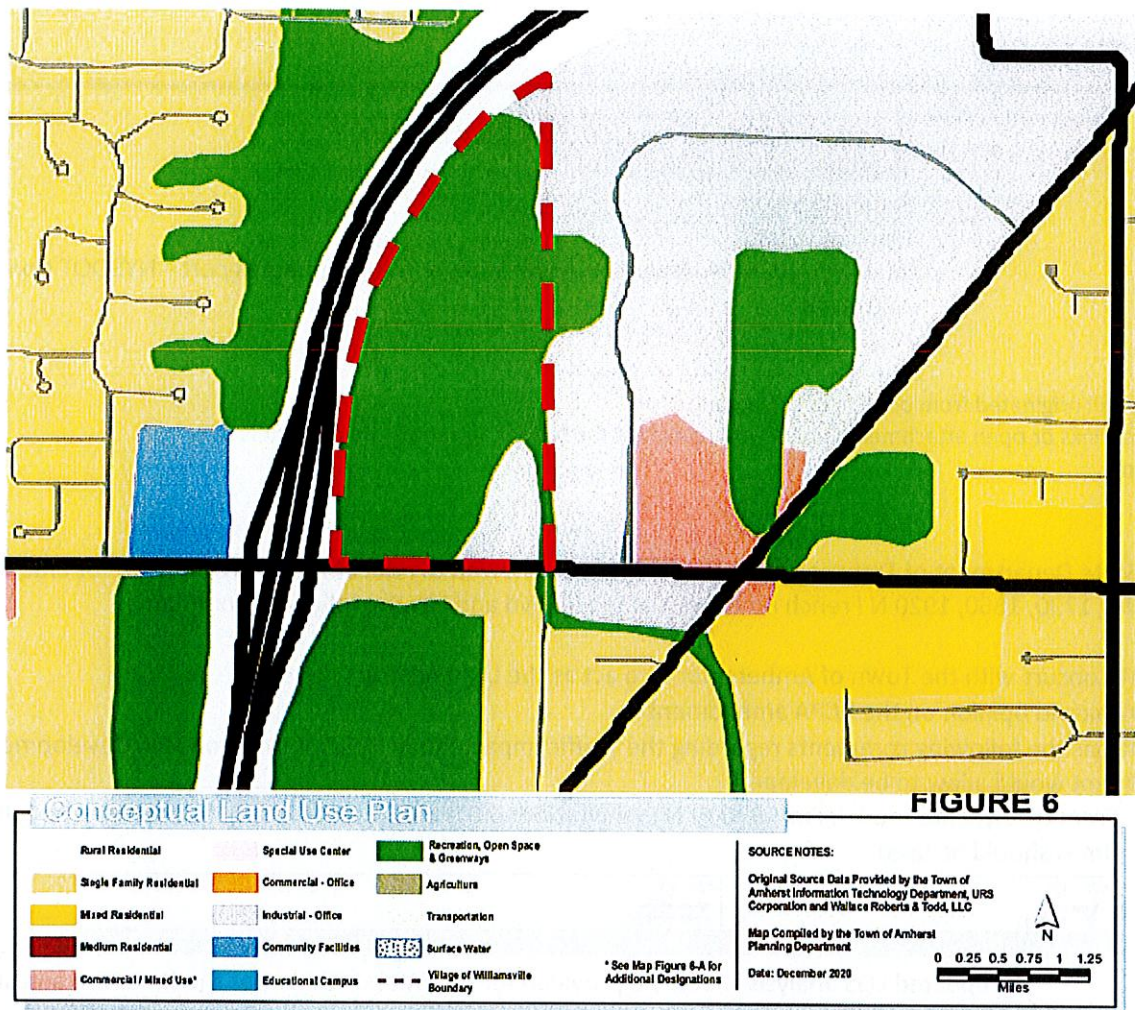
4. The Town, along with its consultant, RKG, completed a Strategic Economic Development Plan in 2023. The Plan presents a focused effort to meet the defined and evolving economic development goals consistent with the community's comprehensive plan and other town plans/goals. This Plan designated the Cross Point area as one of nine "Opportunity Sites" within 5583 Main Street • Williamsville • New York • 14221 • (716) 631-7051 • Fax (716) 631-7153

the town to be prepared to “adapt to shifts in the marketplace.” The Plan notes typical suburban office parks have “fallen out of favor” and the Cross Point Business Park location and inaccessibility to amenities will reduce its demand in the long term. Regional demand for warehousing space due to high volume ecommerce spending however, is the ideal strategy for this area. “The site’s frontage to I-990 offers a viable development and market opportunity for warehouse/distribution facilities.” (p. 28).

5. North French Road is a minor arterial roadway at this location, characterized as Suburban in Section 6-1 of the Comprehensive Plan. The proposed site is ideally located for warehousing distribution and/or research and development uses with excellent accessibility to North French Road with direct connections to the I-990 expressway, Millersport Highway (a major arterial) and Campbell Boulevard. This location is ideal for higher volume, higher speed trips that serve daily distribution and commuter traffic within and between metropolitan areas.
6. The proposed development is a traditional suburban development that maximizes building density on vacant, undeveloped land. The proposed development does not advance redevelopment actions or revitalization of existing neighborhoods. The proposed project does not decrease the potential impacts of development on sensitive lands or promote housing affordability as stated in Section 8.3 of the Plan. This proposed development at this location does not fulfill the objectives or goals of the Housing and Neighborhoods section of the Plan.

3.0 Land Use and Development

The properties to be developed are bounded on the north and west by the I-990 expressway, and on the south by North French Road. The Conceptual Land Use Plan (Figure 6) in the Town’s Comprehensive Plan identifies much of this area as Recreation, Open Space & Greenways (Green). In Figure 6, the parcels to be developed are proposed for recreation, open space & greenways with a portion as industrial office. Property to the east is proposed as Industrial-Office (Gray), and contains the Cross Point Business Park, a designated Suburban Corridor commercial center as shown in Figure 6A: Commercial and Mixed-Use Designations. The intent of the Land Use Plan for this area is to provide opportunities to expand the light-industrial or distributive uses near the I-990 expressway on lands that are not designated wetlands or environmentally important. The location is ideally situated for this use as it is bordered by major highways and has direct access to the interstate highway system.



Recommendation

This request to amend the Comprehensive Plan from recreation - open space to commercial - mixed use land uses should be denied. The subject land are well situated and suited for the uses proposed in the Plan. The Town has limited lands designated for industrial/office development and should not encourage their use for residential or commercial mixed uses. The Plan recommended that new residential mixed use development be used to encourage redevelopment and revitalization in areas where services and infrastructure/transportation already exists. This location in North Amherst should remain designated for recreation/open space or industrial office to assure its valued environmental features, and its close proximity to existing compatible land uses and highly accessible transportation corridors.

Should you have questions regarding this review, please contact Roberta Rappoccio, Associate Planner at rrappoccio@amherst.ny.us or Kim Amplement, Senior Planner at kamplement@amherst.ny.us

This is a review only and does not constitute approval of the Request for Amendment to the Bicentennial Comprehensive Plan. Final approval will occur after Town Board approval and addressing any conditions imposed by that board as part of their approval and issuance of an approved Comprehensive Plan Amendment by this department.

DH/RR/KA

X:\Current_Planning\Files\Bicentennial Comp Plan Amends\2024\BCPA-2024-01_(1790_1860_&_1920_North_French_Rd)_2024\BCPA_2024-01_Long Range Review_040824.doc

cc: Sean W. Hopkins, Esq., Hopkins Sorgi & McCarthy PLLC, 5500 Main Street, Suite 343, Williamsville, NY 14221

Fadel, Bryan

From: dot.sm.r05.SEQR <dot.sm.r05.SEQR@dot.ny.gov>
Sent: Thursday, May 9, 2024 1:32 PM
To: Fadel, Bryan
Cc: Marshall, Scott
Subject: RE: BCPA-2024-01, Amended Application & Traffic Impact Report - NYSDOT Comments - 2024-49

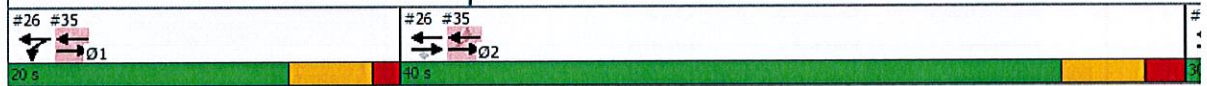
CAUTION: This email originated from outside of the organization.

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Good afternoon,

The New York State Department of Transportation (NYSDOT) has reviewed the documentation provided for amending the BCP regarding 1790, 1860, 1920 N French Rd & 999 Campbell Blvd and has the following comments:

- NYSDOT concurs with the Town of Amherst for it to act as the Lead Agency
- NYSDOT has no opinion on the BCPA amendment
- NYSDOT has the following comments regarding the Traffic Impact Study (TIS) for the proposed development the amendment would allow to be developed:
 - From the Synchro model: For I-990 @ N French (Node 26 is the SB and Node 35 is the NB). The following times should be used



- - An updated LOS analysis should be provided for this intersection after the times are adjusted
- There are additional LOS D or worse approaches determined to exist throughout the TIS. If future mitigations measures are proposed for this site beyond what is present in the TIS, NYSDOT requests to be involved in the review to evaluate any possible impacts on adjacent NYSDOT signals

Respectfully,

Casey Gordon

Transportation Analyst

Planning and Program Management

New York State Department of Transportation, Region 5

100 Seneca Street, Buffalo, NY 14203

(716) 847-3580

Casey.Gordon@dot.ny.gov

www.dot.ny.gov

From: Fadel, Bryan <bfadel@amherst.ny.us>

Sent: Tuesday, April 9, 2024 1:21 PM

To: Hall, David (ERIE) <david.hall@erie.gov>; dot.sm.r05.SEQR <dot.sm.r05.SEQR@dot.ny.gov>; dec.sm.DEP.R9 <DEP.R9@dec.ny.gov>; Hacker, Garrett (ERIE) <garrett.hacker@erie.gov>

Cc: 'Sean Hopkins' <shopkins@hsmlegal.com>; 'cwood@carminawooddesign.com' <cwood@carminawooddesign.com>
Subject: BCPA-2024-01, Amended Application & Traffic Impact Report

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Please review the subject attached project and advise the Planning Department of any recommendations and/or requirements. Digital versions of the materials may be viewed and/or downloaded from:
https://www.amherst.ny.us/content/development_projects_pending.php.

--

Bryan Fadel
Senior Clerk | Town of Amherst Planning Department



Town of Amherst Planning Department

1999.069

Erie County, New York

Brian J. Kulpa
SupervisorDaniel C. Howard, AICP
Planning DirectorDaniel J. Ulatowski, AICP
Assistant Planning Director

March 27, 2024

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
 Steven Floss, Highway Superintendent/ 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
 Joseph Buffamonte, SEQR Coordinator, NYSDOT
 David Denk, NYSDEC Region 9 Permits Office
 Williamsville School District
 ECDPW

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN FROM
 "RECREATION, OPEN SPACE & GREENWAYS" TO "COMMERCIAL/MIXED USE" &
 FIGURE 6A TO "SUBURBAN CENTER" FOR 62 ACRES OF LAND, BCPA-2024-01;
 PROPERTY LOCATED AT 1790, 1860 & 1920 NORTH FRENCH ROAD & 999 CAMPBELL
 BOULEVARD (PORTION). SBLC DEVELOPMENT CORPORATION, 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 April 3, 2024

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

Reviewed By: [Signature] Date: 5/1/24

SM/bf

X:\Current_Planning\Files\Bicentennial Comp Plan Amendments\Forms\BCPA_Transmittal_Updated_032322.doc

cc: Scott Marshall, Principal Planner
 Jeffrey Burroughs, Town Engineer
 Patrick Sheedy, Jr., 487 Main Street #500, Buffalo, NY 14203
 Sean Hopkins, 5500 Main St., Suite 343, Williamsville, NY 14221

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

Fadel, Bryan

From: Dave Copeland [REDACTED]
Sent: Thursday, April 18, 2024 4:55 PM
To: Fadel, Bryan
Cc: Alan Blackburn; Rappoccio, Roberta; Berger, Jacqueline; Graczyk, Elizabeth
Subject: Re: Request to Amend BCPA (BCPA-2024-01)
Attachments: BCPA-2024-01_Transmittal_032724.pdf; BCPA-2024-01_SEQR_032724.pdf

CAUTION: This email originated from outside of the organization.

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The Amherst Conservation Advisory Council reviewed this project during our April meeting and has the following comments associated with this project.

A) We could locate the federal wetland delineation information for the 5.71 acre parcel at 1920 North French but we could not find anything in regards to federal wetland designations for the rest of the proposed development. We are interested in seeing that information

B) Clearing of this site has already occurred over the last few years. There could be a perception that this clearing activity constitutes the Start of the Proposed Project prior to complying with the NYS SEQRA review process. In light of this very serious perception, the Town of Amherst should confer with the NYS DEC with this potential concern. It maybe in the best interest of the Town to request the NYSDEC to take Lead Agency status over the SEQRA review process.

Regards
 Dave Copeland
 Chair of Amherst Conservation Advisory Council

Sent from my iPad

On Mar 28, 2024, at 10:26 AM, Fadel, Bryan <bfadel@amherst.ny.us> wrote:

Please provide any comments and/or concerns your agency may have by April 27. A link to view the subject project applications/plans can be found in the attached SEQR document.

Have a good day!

--

Bryan Fadel
 Senior Clerk | Town of Amherst Planning Department



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: April 5, 2024

SUBJECT: Request to amend the Bicentennial Comprehensive Plan from "Recreation, open space & greenways" to "Commercial/Mixed Use" & Figure 6A to "Suburban Center" for 62 acres of land **BCPA-2024-01**
Property Location: 1790,1860, & 1920 N French Rd & 999 Campbell Blvd (portion)
Petitioner: SBLC Development Corporation

No concerns with request

cc: Sean Hopkins, 5500 Main St.,#500, Buffalo, NY 14221
Patrick Sheedy, Jr, 487 Main St, Buffalo,NY 14203

Attachment: BCPA-2024-01 TB letter packet 062424 (RES-2024-538 : 1790, 1860 & 1920 North French Road & 999 Campbell Boulevard (Portion) -



Town of Amherst Planning Department

Erie County, New York

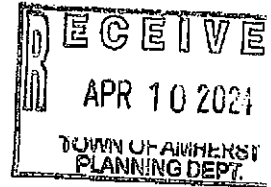


7.1.a

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

March 27, 2024

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
Steven Floss, Highway Superintendent/ 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
Joseph Buffamonte, SEQR Coordinator, NYSDOT
David Denk, NYSDEC Region 9 Permits Office
Williamsville School District
ECDPW



RECEIVED

MAR 28 2024

TOWN ATTORNEY

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN FROM
"RECREATION, OPEN SPACE & GREENWAYS" TO "COMMERCIAL/MIXED USE" &
FIGURE 6A TO "SUBURBAN CENTER" FOR 62 ACRES OF LAND, BCPA-2024-01;
PROPERTY LOCATED AT 1790, 1860 & 1920 NORTH FRENCH ROAD & 999 CAMPBELL
BOULEVARD (PORTION). SBLC DEVELOPMENT CORPORATION, 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 April 3, 2024

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

Reviewed By: N. Robshaw Date: 4/3/24

SM/bf

X:\Current_Planning\Files\Bicentennial Comp Plan Amends\Forms\BCPA_Transmittal_Updated_032322.doc

cc: Scott Marshall, Principal Planner
Jeffrey Burroughs, Town Engineer
Patrick Sheedy, Jr., 487 Main Street #500, Buffalo, NY 14203
Sean Hopkins, 5500 Main St., Suite 343, Williamsville, NY 14221

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Amherst

Town of Amherst Planning Department

Erie County, New York

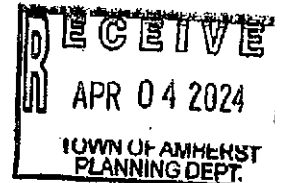
Brian J. Kulpa
Supervisor

Daniel C. Howard, AICP
Planning Director

Daniel J. Ulatowski, AICP
Assistant Planning Director

March 27, 2024

TO: Timothy Koller, Deputy Town Clerk
Roberta Rappoccio, Associate Planner
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Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Joseph Buffamonte, SEQR Coordinator, NYSDOT
David Denk, NYSDEC Region 9 Permits Office
Williamsville School District
ECDPW



FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN FROM "RECREATION, OPEN SPACE & GREENWAYS" TO "COMMERCIAL/MIXED USE" & FIGURE 6A TO "SUBURBAN CENTER" FOR 62 ACRES OF LAND, BCPA-2024-01; PROPERTY LOCATED AT 1790, 1860 & 1920 NORTH FRENCH ROAD & 999 CAMPBELL BOULEVARD (PORTION). SBLC DEVELOPMENT CORPORATION, PETITIONER.

REVIEW:

☐ No concerns with request

☒ The following additional information is required to complete review: TRAFFIC IMPACT Study
is Required

☐ Request is not reviewable because: _____

☐ General comments relative to your agency's interests: _____

Please provide comments by April 3, 2024

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

Reviewed By: C. Schregel Date: 4/4/24

SM/bf

X:\Current_Planning\Files\Bicentennial Comp Plan Amendments\Forms\BCPA_Transmittal_Updated_032322.doc

cc: Scott Marshall, Principal Planner
Jeffrey Burroughs, Town Engineer
Patrick Sheedy, Jr., 487 Main Street #500, Buffalo, NY 14203
Sean Hopkins, 5500 Main St., Suite 343, Williamsville, NY 14221

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Town of Amherst Planning Department

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Erie County, New York

APR 02 2024

TOWN OF AMHERST
BUILDING DEPT

March 27, 2024



7.1.a

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

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
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Joseph Buffamonte, SEQR Coordinator, NYSDOT
David Denk, NYSDEC Region 9 Permits Office
Williamsville School District
ECDPW

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN FROM "RECREATION, OPEN SPACE & GREENWAYS" TO "COMMERCIAL/MIXED USE" & FIGURE 6A TO "SUBURBAN CENTER" FOR 62 ACRES OF LAND, BCPA-2024-01; PROPERTY LOCATED AT 1790, 1860 & 1920 NORTH FRENCH ROAD & 999 CAMPBELL BOULEVARD (PORTION). SBLC DEVELOPMENT CORPORATION, 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: Wetlands and SFHA on parcels

Please provide comments by April 3, 2024

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

Reviewed By: Doug Gesel Date: 4/3/24

SM/bf

X:\Current_Planning\Files\Bicentennial Comp Plan Amends\Forms\BCPA_Transmittal_Updated_032322.doc

cc: Scott Marshall, Principal Planner
Jeffrey Burroughs, Town Engineer
Patrick Sheedy, Jr., 487 Main Street #500, Buffalo, NY 14203
Sean Hopkins, 5500 Main St., Suite 343, Williamsville, NY 14221

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Amherst Town Board

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

Francina J. Spoth
 Town Clerk

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

DOC ID: 29162

RESOLUTION 2024-539

DECISION DATE

1789 Dodge Road Rezoning

Request to rezone 6.7± acres of land from SA to R-3.

6/24/2024

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 7:27 PM.

Sean Hopkins, Esq. and Joe Rubino presented and answered questions.

The following speakers addressed the Board:

William Pitz, 1815 Dodge Rd
 Cheryl Anastasia, 1860 Dodge Rd
 Nancy Fender, 101 Main St
 John Hamsik, 1820 Dodge Rd
 Pam Curcio, 1745 Dodge Rd
 Jina Gentry, 65 Bissell Dr
 Merja Kenola, 1800 Dodge Rd
 Sandy Mack, 1790 Dodge Rd
 Nick Rockwell, 1765 Dodge Rd
 Bob Drdul, 92 Chateau Ter
 Don Smith, 201 N Long St

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the July 22nd Town Board meeting, seconded by Deputy Supervisor Lavin and unanimously approved 4-0. The public hearing was closed at 8:38 PM.

RESULT: **DECISION DATE [UNANIMOUS]**

Next: 7/22/2024 7:00 PM

MOVER: Brian J. Kulpa, Supervisor

SECONDER: Shawn Lavin, Deputy Supervisor

AYES: Kulpa, Lavin, Szukala, Marinucci

ABSENT: Berger



Town Board Agenda of June 24, 2024

June 18, 2024

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

Subject: Request to rezone 6.7± acres of land from SA to R-3, Z-2020-15;
property located at 1789 Dodge Road, Joseph Rubino, Petitioner.

Honorable Members:

The subject property is a 6.7± acre trapezoid shaped parcel located on the east side of Dodge Road, approximately 1,250± feet northeast of the intersection of Dodge Road and Casey Road, and 120± feet northeast of Brenridge Road. The site has 406.20± ft. of frontage on Dodge Road and a maximum depth of 857.48± ft.

The property presently contains a single family home with garage and barn.

Dodge Road is an Erie County Highway designated as a collector roadway 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 amend zoning for this property to permit development of a 16-lot residential subdivision and related site improvements. The proposed development will consist of 15 detached single family home lots and a stormwater management lot located in the eastern most portion of the property. A public roadway ending in a hammer-head turnaround and a single curb cut onto Dodge Road are proposed. The frontage along Dodge Road, for a depth of seventy-five feet is proposed to remain as greenspace with the exception of the access roadway. Approximately 2.7± acres of the 6.7± acre site are proposed to remain as permanent open space along the north, south and western boundaries of the parcel.

There is no history of any previous rezoning requests or site plan approvals for the subject property.

continued . . .

Honorable Town Board

Rezone land from SA to R-3;
property located at 1789 Dodge Road
Agenda of June 24, 2024

Other considerations for the rezoning request include a protest petition with 35 signatures submitted by the adjacent property owners on April 14, 2021 and validated by the Town Assessor on April 29, 2021. The protest petition requires a supermajority vote by the Town Board to act on the petition.

The Planning Board reviewed the request and offered the following findings consistent with Section 8-3 of the Zoning Ordinance, in its letter of 9/30/2021.

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

Figure 6 of the Bicentennial Comprehensive Plan is the Conceptual Land Use Plan. The Land Use Plan recommends the parcel at 1789 Dodge Road as “Single Family Residential”. The corresponding text (Section 3.3.1) indicates that opportunities exist for infill residential development at a scale and in character with existing surrounding residential areas. The proposed concept plan includes housing that is dissimilar to surrounding larger lot homes.

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

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

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

The project site is surrounded by residential zoning districts and development of varying intensities. Adjacent to the north, south and east are single family residential uses on larger lots, zoned Suburban Agriculture (SA), and across Dodge Road to the west are also single family residential uses zoned Residential District -Three (R-3). The scale and density of the proposed concept plan is not in character with the surrounding existing larger lot single family residential development.

ADEQUATE SERVICES AND UTILITIES

All services and utilities necessary for the proposed rezoning are available and adequate at the subject location. This is a Type I action, and an environmental assessment consistent with SEQR has been prepared for the subject proposal. The Town Board has been established as Lead Agency. Pursuant to Local Law #3-82, as amended, the requirements of SEQR must still be completed if the Town Board desires to approve the proposed rezoning request. A draft SEQR determination will be prepared by the Planning Department if directed. A SEQR determination is not required if the Town Board concurs with the recommendation below.

continued . . .

Honorable Town Board

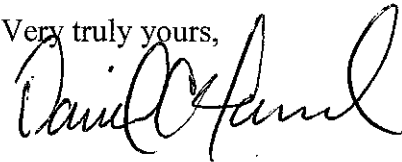
Rezone land from SA to R-3;
property located at 1789 Dodge Road
Agenda of June 24, 2024

RECOMMENDATION

The Planning Board recommended that your Honorable Body concur with their findings that the subject request be denied.

Following the Planning Board's public hearing and recommendation the Town Board held a public hearing on the request on February 7, 2022. At that meeting the Town Board directed the Planning Department to study the Suburban Agriculture (SA) zoning district, and its distribution/designation on properties in the Town. The Draft Study report recommends zoning changes for properties zoned SA and the subject parcel is recommended to be zoned R-3.

Very truly yours,



Daniel C. Howard, AICP
Planning Director

DH/RR/ac

Att.

X:\Current_Planning\Files\Rezoning\2020\Z-2020-15_(1789_Dodge_Rd)_2020\Z-2020-15_TB letter 112221_.docx

cc: Marty Polowy, Town Attorney

Planning Board Denial September 23, 2021
Ayes 5, Noes 2 (Gelber, Gilmour)

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2020-15

PETITIONER

Joe Rubino
c/o Sean Hopkins, Esq.
Hopkins, Sorgi & McCarthy PLLC
5500 Main Street, Suite 343
Williamsville, New York 14221

PROPERTY LOCATION

1789 Dodge Road

OCT 01 '21 at 8:55 ROWD

WHEREAS the Town of Amherst Planning Board on Thursday, September 23, 2021 held a remote public hearing on the proposed rezoning of land from Suburban Agriculture District (SA) to Single Family Residential District Three (R-3), 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 inconsistent with the policies of the Comprehensive Plan and the Zoning Ordinance.
- B. The proposal is consistent with the Conceptual Land Use Plan which shows Single Family Residential use in this area of the Town.
- C. There are adequate services and utilities available or proposed to be made available in the construction of the development.
- D. The proposal is not compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.
- E. The subject property is suitable for uses permitted by the current versus the proposed district.
- F. The proposed change does tend to improve the balance of uses, or meets a specific demand in the Town.

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2020-15

PETITIONER

Joe Rubino

PROPERTY LOCATION

1789 Dodge Road

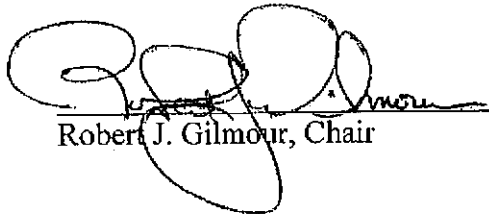
OCT01'21 AM 9:56 R

- G. Review by the US Army Corps of Engineers under Section 404 of the Clean Water Act is required since hydric/potentially hydric soils have been identified on the parcel. The NYSDEC has determined that regulated freshwater wetland CC-15 and its regulated 100-foot-wide adjacent area is located on or adjacent to the subject site.

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 denied as the proposed scale of development as presented is not in character with the surrounding neighborhood.

The foregoing resolution was adopted by the Town of Amherst Planning Board, September 23, 2021; moved by – Giuliani; seconded by – Gill; ayes 5, noes 2 (Gelber, Gilmour).



Robert J. Gilmour, Chair

9-30-21
Date

RR/bf

X:\Current_Planning\Files\Rezoning\2020\Z-2020-15_(1789_Dodge_Rd)_2020\Z-2020-15_Resolution_092321.docx

cc:

Town Clerk

Commissioner of Building

Highway Superintendent

Town Engineer

Traffic/Safety Coordinator

Joe Rubino, c/o Hopkins Sorgi & McCarthy, PLLC, 5500 Main St., Ste. 343, Williamsville, NY 14221

Christopher Wood, P.E., Carmina Wood Morris, DPC, 487 Main St., Suite 600, Buffalo, NY 14202

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

**Amended Rezoning Application &
Supporting Documentation**
Rezoning of 1789 Dodge Road from SA to
MFR-4A - Applicant: Joe Rubino
Date: March 22, 2021



Applicant: Joe Rubino c/o
Sean Hopkins, Esq.,
5500 Main Street, Suite 343
Williamsville, NY 14221
Tel: 716.510-4338
E-mail: shopkins@hsr-legal.com

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Rezoning Review and, if required Comprehensive Plan Amendment
For Official Use

File #: _____ Acreage _____ Fee \$ _____

Address Verified by
Assessor's Office

VERIFIED BY DATE _____

Materials Accepted by
Town Clerk & Fee Paid

ACCEPTED BY DATE _____

Materials Checked by
Building Dept.

RECEIVED BY DATE _____

Materials Received by
Planning Dept.

RECEIVED 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**

\$1,250.00

20 – 30 ACRES

**\$5,700 + \$150/acre or fraction
thereof over 20 acres**



OVER 30 ACRES

**\$6,900 + \$75/acre or fraction
thereof over 30 acres**

**Request for Relief of/Change to Conditions
of Zoning Approval**

\$ 1,200

AFFIDAVIT FEE FOR PUBLIC HEARING

\$ 15.00

\$15.00

TOTAL FEE: \$ 2,515.00

[Note: A completed Amended Part 1 of the Full Environmental Assessment Form dated March 22, 2021 along with Page 5[a] is attached as Exhibit "2".]

TO BE COMPLETED BY APPLICANT

1. **Petitioner:** Name: Joe Rubino
 Address: c/o Sean Hopkins, Esq.
5500 Main Street, Suite 343
Williamsville, New York 14221
 City State Zip Code
 Phone: 510-4338 Fax: _____
 E Mail shopkins@hsr-legal.com

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

From: SA District

To: MFR-4A District

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

1789 Dodge Road

SBL #: 42.00-1-45.2

4. **Area of land to be rezoned (in acres):** 6.7 acres

5. **Owner of Land:**

Name: Joe Rubino

Address: 1789 Dodge Road, East Amherst, NY 14051

Telephone: _____

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

Other Representative:
 Christopher Wood, P.E.
 Carmina Wood Morris DPC
 487 Main Street, Suite 600
 Buffalo, New York 14202
 Tel: 842-3165 [Ext. 103]
 E-mail: cwood@cwm-ae.com

Name: Sean W. Hopkins, Esq.

Address: 5500 Main Street, Suite 343

Williamsville, New York 14221

Tel: 716.510-4338 - E-mail: shopkins@hsr-legal.com

City State Zip Code

REZONING, and if required COMPREHENSIVE PLAN AMENDMENT APPLICATION (con't) Page 3

- 7. Petitioner's interest in property** [Note: Authorization Letter of the Property Owner signed on December 28, 2020 attached as Exhibit "1" of this Amended Rezoning Application.]
- _____ Option to purchase
- X Owner
- _____ Other (explain) _____
- _____
- _____
- 8. The following are all others having an interest in this application and join herein with the petitioner named above: (describe extent of interest; attach sheets as needed)**
- Not Applicable.
- _____
- _____
- 9. Attach Survey and Legal description of land to be rezoned. The Survey must be prepared by a New York State Licensed Land Surveyor.** Legal description of property to be rezoned from SA to MFR-4A is attached as Exhibit "3" and copy of the Survey prepared by Nussbaumer & Clarke Inc. is attached as Exhibit "4".
- 10. Said property has the following deed restrictions or Covenants: (attach copy)** Not Applicable.
- Liber _____ Page _____
- 11. Information on proposed project:**
- A. Description of the character of the proposed development:
- See Exhibit 5.
- _____
- _____
- _____
- B. Rationale for rezoning request:
1. Why was this site chosen? _____
- See Exhibit 5.
- _____
- _____
- _____

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

REZONING, and if required COMPREHENSIVE PLAN AMENDMENT APPLICATION (con't) Page 4

2. Why cannot land be used with the existing zoning?

See Exhibit 5.

3. How will this rezoning impact surrounding properties?

See Exhibit 5.

4. How will this rezoning impact the school system?

See Exhibit 5.

12.

Quantitative Data:

A. Total # of dwelling units 17

B. Distribution of dwelling units by type The dwelling units will consist exclusively of detached single-family homes on individual lots.

C. Gross Residential Density per acre 2.53 homes per acre.

D. Total amount of Open Space 2.1 acres

E. Proposed Non-Residential Floor Area Not Applicable

[Note: A reduced size copy of the Concept Plan Plan [Drawing C-100] prepared by Carmina Wood Morris is provided at Exhibit "7" and a full size copy is also attached.]

13.

Development Schedule:

Start Fall 2021

Finish 2022 [Completion date dependent on build-out period for the single-family homes.]

Stages (# of) 1

14.

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

The single-family homes and residential lots will be sold.

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

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

Greenspace and landscaping will be privately owned and maintained. Permanent
 Open Space to be owned and maintained by association to be formed.

16. Basis for Findings (Sec. 8-3-5 of the Town Zoning Code) (Attach sheets and supplemental materials as necessary.)**A. The proposed zoning and development plan must be generally consistent with the policies of the Comprehensive Plan and the Town Zoning Ordinance.**

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

See Exhibit 6.

2. Pursuant to NYS Town Law Section 272a(11), "all Town land use regulations must be in accordance with a comprehensive plan adopted pursuant to this Section." The Town Board adopted the Comprehensive Plan pursuant to NYS Town Law 272 on January 2, 2007. If the rezoning is approved, the Town Board may require the Plan to be amended, as applicable.

Cite all text, map, and / or figures that must be amended to support the proposed zoning at this location (attach pages as necessary) and provide detailed suggested amendments.

See Exhibit 6.

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

REZONING, and if required COMPREHENSIVE PLAN AMENDMENT APPLICATION (con't) Page 6

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

See Exhibit 6.

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

1. Sanitary Sewer _____

Yes. _____

2. Storm Sewer/Drainage _____

Yes. _____

3. Water _____

Yes. _____

4. Other Yes. _____

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

See Exhibit 6.

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

See Exhibit 6.

REZONING, and if required COMPREHENSIVE PLAN AMENDMENT APPLICATION (con't) Page 7**E. Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the Town:**

See Exhibit 6.

17. The petitioner encloses herewith the sum of \$2,515.00 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:

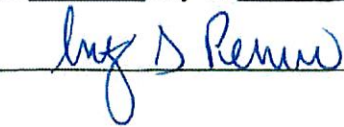
The undersigned swears or affirms that all statements made herein are true, that all drawings submitted correctly show the situation involved in this petition.

[Note: Authorization Letter of Property
Owner signed attached as Exhibit "1".]


Counsel for Petitioner
Signature of Petitioner

Subscribed and sworn to before me this 22nd day of March, 2022

Notary Public, Erie County, New York


Anthony S Pecoraro
Notary Public, Erie County, NY
My Commission Expires 7-12-23

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.

REZONING, and if required COMPREHENSIVE PLAN AMENDMENT APPLICATION (con't) Page 8

2. For the purpose of this section an officer or employee shall be deemed to have an interest in the applicant when he, his spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them
 - (a) is the applicant, or
 - (b) is an officer, director, partner or employee of the applicant, or
 - (c) legally or beneficially owns or controls stock of a corporate applicant or is a member of a partnership or association applicant, or
 - (d) is a party to an agreement with such an applicant, express or implied, whereby he may receive any payment or other benefit, whether or not for services rendered, dependent or contingent upon the favorable approval of such applicant, petition or request.
3. In the county of Nassau the provisions of subdivisions one and two of this section shall also apply to a party officer. "Party Officer" shall mean any person holding any position or office, whether by election, appointment or otherwise, in any party as defined by subdivision four or section two of the election law.
4. Ownership of less than five per cent of the stock of a corporation whose stock is listed on the New York or American Stock Exchanges shall not constitute an interest for the purposes of this section.
5. A person who knowingly and intentionally violates this section shall be guilty of a misdemeanor.

P:\CurPlan\Applications2007\Rezoning & Comp Plan Amend App.
10/06

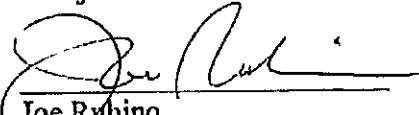
Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Exhibit 1 – Authorization Form of Property Owner as Signed on December 28, 2020

AUTHORIZATION

Joe Rubino, as the owner of property located at 1789 Dodge Road in the Town of Amherst [SBL 42.00-1-45.2] (the "Project Site") hereby authorizes Hopkins Sorgi & McCarthy PLLC and Carmina Wood Morris DPC, to seek all required approvals and permits from the Town of Amherst and other involved governmental agencies relative to the intended use of the Project Site as a residential subdivision including but not limited to an amendment of the zoning classification of the Project Site from SA to R-3.

Date: December 28, 2020


Joe Rubino

**Exhibit 2 – Amended Part 1 of Full
Environmental Assessment Form Prepared
Pursuant to the State Environmental
Quality Review Act (“SEQRA”) with
Attached Page 5[a]**

**Amended Part 1 of Full Environmental
Assessment Form - Rezoning of 1789
Dodge Road from SA to MFR-4A
Date: March 22, 2021**

**Full Environmental Assessment Form
Part 1 - Project and Setting**

Prepared By: Sean Hopkins, Esq.
Hopkins Sorgi & McCarthy PLLC
5500 Main Street, Suite 343
Williamsville, NY 14221
Tel: 510-4338
E-mail: shopkins@hsr-legal.com

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Proposed Residential Subdivision		
Project Location (describe, and attach a general location map): 1789 Dodge Road - Town of Amherst - Erie County		
Brief Description of Proposed Action (include purpose or need): The proposed project ("action") consists of a rezoning of approximately 6.7 acres of land at 1789 Dodge Road ("Project Site") from Suburban Agriculture ("S-A") to Multifamily Residential District Four-A ("MFR-4A") to accommodate a proposed 18 lot residential subdivision (17 homes) along with all related site improvements. A copy of the updated Concept Plan [Drawing C-100] depicting the layout of the proposed residential subdivision as prepared by Carmina Wood Morris DPC is attached to the Amended Rezoning Application. The proposed action has been defined broadly to include all required discretionary approvals and permits as well as all proposed site improvements including proposed detached single family homes, a public roadway, a roadway connection onto Dodge Road, driveways, lighting, an on-site storm water management system, and all required utility improvements. The project purpose is to develop the Project Site for Single Family Residential Use per the recommended land use in Figure 6 of the Town's adopted Comprehensive Plan. The Project Sponsor believes the project will not result in any potentially significant adverse environmental impacts and that the issuance of a negative declaration by the designated lead agency [anticipated to be the Amherst Town Board] is both appropriate and justified.		
Name of Applicant/Sponsor: Joe Rubino c/o Sean Hopkins, Esq., Hopkins Sorgi & McCarthy PLLC	Telephone: 716.510-4338 E-Mail: shopkins@hsr-legal.com	
Address: 5500 Main Street, Suite 343		
City/PO: Williamsville	State: New York	Zip Code: 14221
Project Contact (if not same as sponsor; give name and title/role):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): Same as Project Sponsor	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

B. Government Approvals**B. Government Approvals, Funding, or Sponsorship.** ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, ☒ Yes ☐ No or Village Board of Trustees	Town Board - Rezoning and Public Improvement Permits	December 28, 2020; Amended Application submitted on March 22, 2021
b. City, Town or Village Planning Board or Commission ☒ Yes ☐ No	Planning Board - Preliminary Plat and Final Plat Approval	To be determined
c. City, Town or Village Zoning Board of Appeals ☐ Yes ☒ No		
d. Other local agencies ☒ Yes ☐ No	Engineering Dept. - Stormwater Permit; Building Dept. - Demolition Permit and Building Permits	To be Determined
e. County agencies ☒ Yes ☐ No	ECDPW - Highway Work Permit; ECWA - Water; ECHD - Sewer Extension and Waterline Ext.	To be Determined
f. Regional agencies ☐ Yes ☒ No		
g. State agencies ☒ Yes ☐ No	NYSDEC - SPDES Permit, DSCA Approval, and potential minor impact to 100 ft. AA of wetland.	To be Determined
h. Federal agencies ☐ Yes ☒ No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		☐ Yes ☒ No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		☐ Yes ☒ No
iii. Is the project site within a Coastal Erosion Hazard Area?		☐ Yes ☒ No

C. Planning and Zoning**C.1. Planning and zoning actions.**

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☒ No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☒ Yes ☐ No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☒ Yes ☐ No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☒ Yes ☐ No

If Yes, identify the plan(s):

NYS Heritage Areas: West Erie Canal Corridor

[Note: The proposed action will not have any adverse impacts on the West Erie Canal Corridor.]

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐ Yes ☒ No

If Yes, identify the plan(s):

C.3. Zoning

- a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☐ Yes ☐ No
 If Yes, what is the zoning classification(s) including any applicable overlay district?
Suburban Agriculture District ("SA")
- b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☒ No
- c. Is a zoning change requested as part of the proposed action? ☒ Yes ☐ No
 If Yes,
 i. What is the proposed new zoning for the site? Multifamily District Four-A ("MFR-4A").

C.4. Existing community services.

- a. In what school district is the project site located? Williamsville Central School District
- b. What police or other public protection forces serve the project site?
Town of Amherst Police Department
- c. Which fire protection and emergency medical services serve the project site?
Volunteer Fire Department
- d. What parks serve the project site?
There are various Town parks that will be accessible to the future residents of the proposed residential subdivision.

D. Project Details**D.1. Proposed and Potential Development**

- a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Residential subdivision consisting of detached single-family homes on individual lots with public roadway.
- b. a. Total acreage of the site of the proposed action? 6.7 acres
 b. Total acreage to be physically disturbed? 4 +/- acres
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 6.7 acres
- c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☒ No
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____
- d. Is the proposed action a subdivision, or does it include a subdivision? ☒ Yes ☐ No
 If Yes,
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____
 ii. Is a cluster/conservation layout proposed? ☐ Yes ☒ No
 iii. Number of lots proposed? 18
 iv. Minimum and maximum proposed lot sizes? Minimum 7,550 sq. ft Maximum 15,339 sq. ft
- e. Will the proposed action be constructed in multiple phases? ☐ Yes ☒ No
 i. If No, anticipated period of construction: _____ months
 ii. If Yes:
 • Total number of phases anticipated _____
 • Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
 • Anticipated completion date of final phase _____ month _____ year
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☒ Yes ☐ No
 If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase	17			
At completion of all phases	17			

g. Does the proposed action include new non-residential construction (including expansions)? ☐ Yes ☒ No
 If Yes,

i. Total number of structures _____

ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length

iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☒ Yes ☐ No
 If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: ☒ Ground water ☐ Surface water streams ☐ Other specify: _____

iii. If other than water, identify the type of impounded/contained liquids and their source. _____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ 0.7 +/- acres

v. Dimensions of the proposed dam or impounding structure: _____ N/A height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

impoundment is an excavation, does not require a dam

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☐ Yes ☒ No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:

i. What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No
 If yes, describe. _____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? ☐ Yes ☐ No

ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐ Yes ☒ No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☐ No
If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☒ Yes ☐ No
If Yes:

i. Total anticipated water usage/demand per day: _____ 7,480 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☒ Yes ☐ No
If Yes:

- Name of district or service area: ECWA
- Does the existing public water supply have capacity to serve the proposal? ☒ Yes ☐ No
- Is the project site in the existing district? ☒ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☒ No
- Do existing lines serve the project site? ☐ Yes ☒ No

iii. Will line extension within an existing district be necessary to supply the project? ☒ Yes ☐ No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
new public water main will be installed along the new public road to serve the proposed lots
- Source(s) of supply for the district: ECWA

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☒ No
If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

N/A

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ N/A gallons/minute.

d. Will the proposed action generate liquid wastes? ☒ Yes ☐ No
If Yes:

i. Total anticipated liquid waste generation per day: _____ 7,480 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____
Sanitary wastewater

iii. Will the proposed action use any existing public wastewater treatment facilities? ☒ Yes ☐ No
If Yes:

- Name of wastewater treatment plant to be used: Town of Amherst Waste Water Treatment Plant on Tonawanda Creek Road.
- Name of district: Town of Amherst Consolidated Sanitary Sewer District
- Does the existing wastewater treatment plant have capacity to serve the project? ☒ Yes ☐ No
- Is the project site in the existing district? ☒ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☒ No

• Do existing sewer lines serve the project site? ☒ Yes ☐ No
 • Will a line extension within an existing district be necessary to serve the project? ☒ Yes ☐ No
 If Yes:
 • Describe extensions or capacity expansions proposed to serve this project: _____
 new public sewer main will be installed along the new public road to serve the proposed lots

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐ Yes ☒ No
 If Yes:
 • Applicant/sponsor for new district: _____
 • Date application submitted or anticipated: _____
 • What is the receiving water for the wastewater discharge? _____
 v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): _____
 N/A

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____
 None

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☒ Yes ☐ No
 If Yes:
 i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or 1 +/- acres (impervious surface)
 _____ Square feet or 6.7 acres (parcel size)
 ii. Describe types of new point sources. Roadway, roofs and driveways.
 iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?
Storm water will be directed to a proposed storm water management area and will discharge to the existing ditch on the east side of the site
 • If to surface waters, identify receiving water bodies or wetlands: _____
 • Will stormwater runoff flow to adjacent properties? ☐ Yes ☒ No
 iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☐ Yes ☒ No
 f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐ Yes ☒ No
 If Yes, identify:
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)
 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)
 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐ Yes ☒ No
 If Yes:
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐ Yes ☐ No
 ii. In addition to emissions as calculated in the application, the project will generate:
 • _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 • _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
 • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐ Yes ☒ No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐ Yes ☒ No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐ Yes ☒ No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend
☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐ Yes ☐ No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐ Yes ☐ No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐ Yes ☐ No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐ Yes ☐ No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐ Yes ☒ No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

typical usage for a single family subdivision

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

National Grid

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐ Yes ☒ No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: _____ 7am - 7pm
- Saturday: _____ 7am - 7pm
- Sunday: _____ none
- Holidays: _____ none

ii. During Operations:

- Monday - Friday: _____ Not Applicable
- Saturday: _____
- Sunday: _____
- Holidays: _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☒ Yes ☐ No

If yes:

i. Provide details including sources, time of day and duration:
Construction activities in furtherance of the construction of the proposed residential subdivision will result in temporary unavoidable adverse noise impacts during daytime hours. The project will not result in any long-term adverse noise impacts.

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☒ No
Describe: _____

n. Will the proposed action have outdoor lighting? ☒ Yes ☐ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:
There will be lighting provided within the public right-of-way per Town's standards for a residential street.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☒ No
Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☒ No
If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☒ No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☒ No

If Yes:

i. Describe proposed treatment(s): _____

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☒ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ 1 tons per _____ month (unit of time)
- Operation : _____ typical residential tons per _____ month (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: contractor may recycle wood or metal at their discretion
- Operation: will follow Town of Amherst recycling program

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: approved NYSDEC C&D facility
- Operation: approved NYSDEC facility via municipal collection

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☒ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☒ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

- ☐ Urban ☐ Industrial ☐ Commercial ☒ Residential (suburban) ☐ Rural (non-farm)
- ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.3	1.0	+0.7
• Forested	1.9	1.5	-0.4
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	3.446	1.7	-1.746
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0.054	0.054	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: Lawn	1.0	2.446	+1.446

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☒ No
 i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☒ Yes ☐ No
 If Yes,
 i. Identify Facilities:
Dodge Road Elementary School located at 1900 Dodge Road.

e. Does the project site contain an existing dam? ☐ Yes ☒ No
 If Yes:
 i. Dimensions of the dam and impoundment:
 • Dam height: _____ feet
 • Dam length: _____ feet
 • Surface area: _____ acres
 • Volume impounded: _____ gallons OR acre-feet
 ii. Dam's existing hazard classification: _____
 iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☒ No
 If Yes:
 i. Has the facility been formally closed? ☐ Yes ☐ No
 • If yes, cite sources/documentation: _____
 ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____
 iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☐ No
 If Yes:
 i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐ Yes ☒ No
 If Yes:
 i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☐ No
☐ Yes – Spills Incidents database Provide DEC ID number(s): _____
☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
☐ Neither database
 ii. If site has been subject of RCRA corrective activities, describe control measures: _____
 iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐ Yes ☒ No
 If yes, provide DEC ID number(s): _____
 iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☐ No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ > 5 ft. feet

b. Are there bedrock outcroppings on the project site? ☐ Yes ☒ No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

Elnora loamy fine sand	53 %
Wayland soils complex	28 %
Cheektowaga fine sandy loam	19 %

d. What is the average depth to the water table on the project site? Average: _____ 5 feet

e. Drainage status of project site soils: ☐ Well Drained: _____ % of site
☒ Moderately Well Drained: _____ 53 % of site
☒ Poorly Drained _____ 47 % of site

f. Approximate proportion of proposed action site with slopes: ☒ 0-10%: _____ 100 % of site
☐ 10-15%: _____ % of site
☐ 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? ☐ Yes ☒ No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☒ Yes ☐ No

ii. Do any wetlands or other waterbodies adjoin the project site? ☒ Yes ☐ No

If Yes to either i or ii, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☒ Yes ☐ No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name 837-47 Classification C
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name NYS Wetland, Federal Waters, Federal Waters, Fe... Approximate Size NYS Wetland (in a...
- Wetland No. (if regulated by DEC) CC-15

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☒ Yes ☐ No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____
Name - Pollutants - Uses: Ransom Creek, Lower, and tribs - Pathogens; D.O./Oxygen Demand - Recreation; Aquatic Life

i. Is the project site in a designated Floodway? ☐ Yes ☒ No

j. Is the project site in the 100-year Floodplain? ☒ Yes ☐ No

k. Is the project site in the 500-year Floodplain? ☒ Yes ☐ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐ Yes ☒ No

If Yes:

i. Name of aquifer: _____

A copy of the correspondence issued by Angela G. Driscoll of the New York State Department of Environmental Conservation confirming the boundary of the 0.054 acre wetland on the easternmost portion of the Project Site is attached as Attachment "A" of this Amended Part 1 of the Full EAF.

m. Identify the predominant wildlife species that occupy or use the project site: _____
 Typical suburban species _____

n. Does the project site contain a designated significant natural community? ☐ Yes ☒ No
 If Yes:
 i. Describe the habitat/community (composition, function, and basis for designation): _____
 ii. Source(s) of description or evaluation: _____
 iii. Extent of community/habitat:
 • Currently: _____ acres
 • Following completion of project as proposed: _____ acres
 • Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐ Yes ☒ No
 If Yes:
 i. Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☒ No
 If Yes:
 i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☒ No
 If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☒ No
 If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☒ No
 i. If Yes: acreage(s) on project site? _____
 ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☒ No
 If Yes:
 i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature
 ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☒ No
 If Yes:
 i. CEA name: _____
 ii. Basis for designation: _____
 iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☒ No	
If Yes: i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☐ Yes ☒ No	
g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☐ No	
If Yes: i. Describe possible resource(s): _____ ii. Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☒ No	
If Yes: i. Identify resource: _____ ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____ iii. Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☒ No	
If Yes: i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No	

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

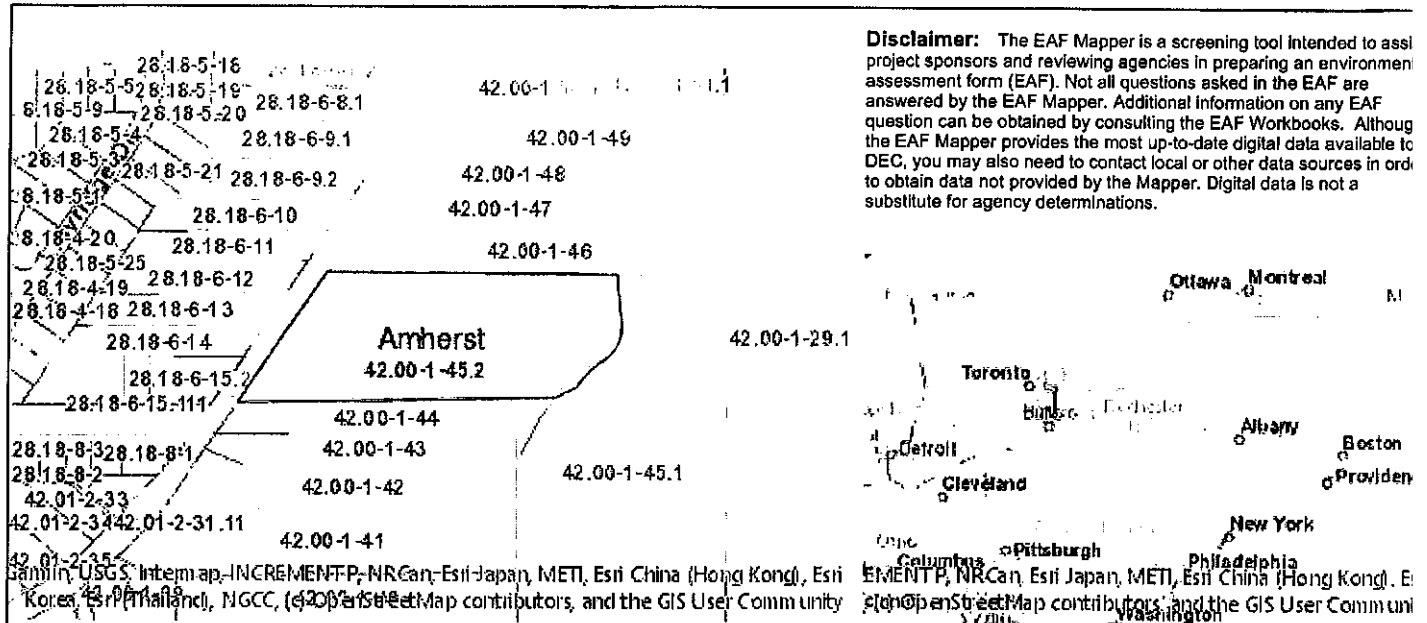
Applicant/Sponsor Name Joe Rubino Date March 22, 2021

Signature *Sean Haphine* Title Counsel for Project Sponsor

PRINT FORM

EAF Mapper Summary Report

Monday, December 21, 2020 3:37 PM



B.1.i [Coastal or Waterfront Area]	No
B.1.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas: West Erie Canal Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.ii [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	837-47
E.2.h.iv [Surface Water Features - Stream Classification]	C
E.2.h.iv [Surface Water Features - Wetlands Name]	NYS Wetland, Federal Waters
E.2.h.iv [Surface Water Features - Wetlands Size]	NYS Wetland (In acres): 182.9
E.2.h.iv [Surface Water Features - DEC Wetlands Number]	CC-15

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

E.2.h.v [Impaired Water Bodies]	Yes
E.2.h.v [Impaired Water Bodies - Name and Basis for Listing]	Name - Pollutants - Uses:Ransom Creek, Lower, and tribs – Pathogens;D.O./Oxygen Demand – Recreation;Aquatic Life
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

TOWN OF AMHERST ATTACHMENT
State Environmental Quality Review
ENVIRONMENTAL ASSESSMENT FORM

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

Soil Name	Shallow excavations	Dwellings without basements	Dwellings with basements	Small commercial buildings	Local roads and streets
Wayland Soils Complex	Severe	Severe	Severe	Severe	Severe
Cheektowaga Fine Sandy Loam	Severe	Severe	Severe	Severe	Severe
Elnora Loamy Fine Sand	Severe	Moderate	Severe	Moderate	Moderate

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



Geotechnical report attached



Not applicable

[Note: Three copies of the Geotechnical Report prepared by Barron & Associates dated January 14, 2021 were submitted to the Planning Department on January 20, 2021.]

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:
Not Applicable.

6. Are you aware of current or future plans or intentions by others in the Town of Amherst to develop property within 1000± ft. of the present project request: ☒ Yes ☐ No Describe

Proposed residential subdivision at 1696, 1701 and 1721 Dodge Road that received Final Plat Approval on 03/18/21

(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 17

Source: ITE Trip Generation Report

8. Will blasting occur during construction? ☐ Yes ☒ No

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

10. Proposed net additional gallons per day (gpd) of sanitary sewer discharge upon completion of project:

7,480 gpd average flow 29,920 gpd 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 “A” of Amended Part 1 of the Full
Environmental Assessment Form – Wetland
Boundary Determination Letter of the NYS
Department of Environmental Conservation
dated March 10, 2021**

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Fish and Wildlife, Region 9
270 Michigan Avenue, Buffalo, NY 14203-2915
P: (716) 851-7010 | F: (716) 851-7005
www.dec.ny.gov

March 10, 2021

Joe Rubino
Howard Hanna Office
4562 Sheridan Drive
Williamsville, New York 14221

Dear Joe Rubino:

**Wetland CC-15
Boundary Delineation
1789 Dodge Road
Town of Amherst, Erie County**

This letter serves as notification that I completed an office review of your property at 1789 Dodge Road, parcel #42.00-1-45.2, to determine whether wetlands present within and adjacent to the parcel meet New York State Department of Environmental Conservation (NYSDEC) criteria for state wetlands jurisdiction.

Based on our review, we verified the boundary, delineated by Earth Dimensions, Inc. (EDI), of Wetland CC-15, denoted as "Wetland 1" by EDI. The wetland boundary is identified with pink plastic flagging consecutively numbered from W1-1 through W1-7 and extends generally south to north across the eastern property boundary, as depicted in Figure 6 in EDI's December 2020 Wetland and Waterbodies Delineation Report.

In 1975, the New York State Legislature passed the Freshwater Wetlands Act to preserve and protect wetlands and their functions, such as flood protection and fish and wildlife habitat. Activities that may have a negative impact on the wetlands and their functions, such as construction, filling, draining, clearing vegetation, or polluting, are regulated. Landowners must first obtain permits in order to ensure that no problems result from their proposed activities in the wetland or the regulated 100-foot adjacent area. Contact our Division of Environmental Permits Office for information regarding permit requirements at:

New York State Department of Environmental Conservation
Division of Environmental Permits
270 Michigan Avenue
Buffalo, New York 14203-2915
Telephone: (716) 851-7165



Department of
Environmental
Conservation

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Mr. Joe Rubino
March 10, 2021
Page 2

Locations of wetland flags were recorded with a hand-held Global Positioning System and, therefore, may not be survey-accurate. For precise locations of the boundaries, have the flags surveyed relative to the property boundary. Note that wetland boundaries may change over time and this map does not fix the wetland boundary indefinitely.

If you would like to document the precise boundary of the wetland relative to your property boundary, it is your responsibility to have the wetland boundary surveyed. If you choose to complete a survey, the wetland boundary survey map should be submitted to me for verification. A copy of this Department's Requirements for Wetland Survey and Mapping is enclosed. Please note that a surveyed wetland boundary that has been verified by this Department will be considered valid for **five** years.

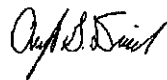
Please note that, for the purpose of an Article 24 application, this Department will not require a surveyed wetland boundary map. Instead, you may submit a sketch of the planned work areas on the wetland delineation map and indicate distances between the work areas and the wetland boundary using on-the-ground measurements.

Be advised that the U.S. Army Corps of Engineers may also have wetland jurisdiction irrespective of the Department of Environmental Conservation. For more information, you may contact the Corps at:

United States Army Corps of Engineers Regulatory Branch
1776 Niagara Street
Buffalo, New York 14207
Telephone: (716) 879-4330

If you have any questions about this wetland delineation, please feel free to call me in the Buffalo office at (716) 851-7010.

Sincerely,



Angela G. Driscoll
Wetlands & Waters Ecologist
Region 9 - Buffalo

AGD:ef

Attach: Survey Requirements
Wetland Information Handout

cc: Ms. Jody Celeste, Earth Dimensions, Inc.
Wetland CC-15 file

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

**Exhibit 3 – Legal Description of
Property to be Rezoned from Suburban
Agriculture District (“S-A”) to Multifamily
Residential District Four-A (“MFR-4A”)**

EXHIBIT 3 OF AMENDED REZONING APPLICATION

LEGAL DESCRIPTION OF PROPERTY TO BE REZONED FROM SUBURBAN AGRICULTURE DISTRICT ("SA") TO MULTIFAMILY RESIDENTIAL DISTRICT FOUR-A ("MFR-4A")

All that tract or parcel of land, situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No: 52, Township 12, Range 7 of the Holland Land Company's Survey, described as follows:

Beginning at a point in the northerly line of the lands conveyed to Eli J. and Doris A. Bongiovanni recorded in Erie County Clerk's Office in Liber 7853 of Deeds at page 327 distant two hundred eighty and twenty-three hundredths (280.23) feet westerly from the easterly line of Lot 52; thence S 89° 52' 30" W along the northerly line of the said Bongiovanni a distance of eight hundred seven and thirty-five hundredths (807.35) feet to the centerline of Dodge Road; thence S 33° 53' 27" VV along the centerline of Dodge Road a distance of four hundred six and twenty hundredths (406.20) feet to the southwest corner of the said Bongiovanni; thence N 89° 30' 52" E along the southerly line of the said Bongiovanni a distance of eight hundred fifty-seven and forty-eight hundredths (857.48) feet, said point being in the approximately centerline of Town of Amherst Ditch 26B; thence along the approximate centerline of Ditch 26B the following courses and distances: 1) N 43° 02' 20" East distance of eighty-three and five tenths (83.5) feet, 2) N 60° 40' 20" East a distance of one hundred twenty-five and seventy-three hundredths (125.73) feet, N 02° 43' 40" East a distance of two hundred five and eighty hundredths (205.80) feet to the point of beginning.

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

**Exhibit 4 – Survey of
Project Site as Prepared by
Nussbaumer & Clarke, Inc. [11” x 17”]**

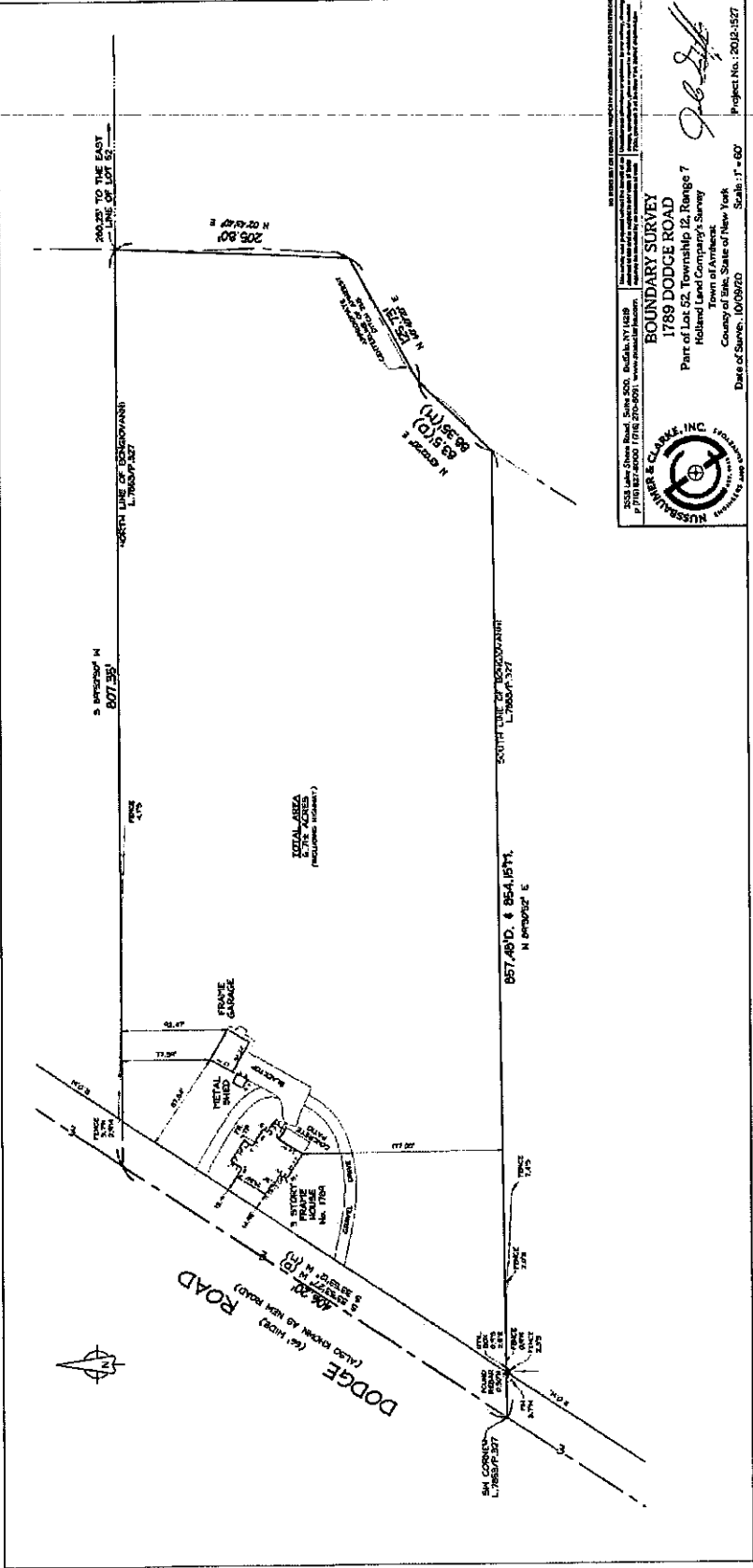


Exhibit 5 – Responses to Questions 11A & 11B of the Rezoning Application

EXHIBIT 5**REZONING OF 1789 DODGE
ROAD FROM S-A TO MFR-4A****Question 11(A):** **Description of the character of the proposed development:****Response to**

Question 11(A): The proposed residential project on the parcel 1789 Dodge Road ("Project Site") will be upscale in character and will feature seventeen lots for detached single-family homes. The conceptual layout of the proposed residential subdivision is depicted on the updated Concept Plan [Drawing C-100 – Date: 03/19/21] prepared by Carmina Wood Morris P.C. attached to this Amended Rezoning Application and a reduced size copy of the updated Concept Plan is also provided at Exhibit "7". The proposed residential lots will be accessed via a proposed public roadway complying with the Town specifications as depicted on the Concept Plan. Approximately 2.1 acres of the approximately 6.7 acre Project Site will be consist of Permanent Open Space [31.3% of the Project Site].

Question 11(B)(1): **Rationale for rezoning request: 1. What was this site chosen?****Response to**

Question 11(B)(1): The Project Site is an appropriate location for the requested rezoning from S-A to MFR-4A given the character and scale of nearby land uses. It is also important to mention that the requested amendment of the zoning classification of the Project Site is consistent with the Conceptual Land Use Plan for the Town of Amherst provided Figure 6 of the adopted Bicentennial Comprehensive Plan ("Comprehensive Plan"), which designates the Project Site as appropriate for "Single Family Residential" use. A color copy of Figure 6 of the Comprehensive Plan is attached as Exhibit "9" of this Amended Rezoning Application.

Question 11(B)(2): Why cannot land be used with the existing zoning?

Response to

Question 11(B)(2): The Project Site is currently zoned S-A and is not a suitable location for agricultural uses given that the predominant use of nearby parcels consists of single-family homes. It would not be feasible to develop a residential subdivision on the Project Site without amending the zoning classification of the Project Site.

Question 11(B)(3): How will this rezoning impact surrounding properties?

Response to

Question 11(B)(3): The requested rezoning of the Project Site from S-A to MFR-4A to accommodate the proposed eighteen lot residential subdivision (17 homes) will not result in any potentially significant adverse impacts on surrounding properties. The density of the proposed residential subdivision is only 2.54 homes per acre and is less than the density of many of the nearby residential subdivisions on parcels zoned R-3, CR-3A and MFR-4A.

Question 11(B)(4): How will this rezoning impact the school system?

Response to

Question 11(B)(4): The proposed project will have positive impacts on the school district since the property taxes that will be generated on an annual basis will be substantially higher than the current property taxes. The proposed project will potentially generate demand for educational services provided by the Williamsville Central School District but the proposed residential subdivision will have positive fiscal impacts since the annual school taxes will be higher than the cost of educational services for school age children of the owners of the detached single-family homes.

Exhibit 6 – Responses to Questions 16A, 16B, 16D & 16E of the Rezoning Application

EXHIBIT 6

REZONING OF 1789 DODGE ROAD FROM S-A TO MFR-4A

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

Response to

Question 16(A)(1): The Town of Amherst adopted the Bicentennial Comprehensive Plan in January of 2007 after completing a lengthy planning process that included numerous public meetings and public hearings involving the Comprehensive Plan Advisory Committee, the Planning Board and the Town Board.¹ In June of 2019, the Town Board adopted amendments to the Bicentennial Comprehensive Plan.

Figure 6 of the Bicentennial Comprehensive Plan is the Conceptual Land Use Plan and it depicts the parcel at 1789 Dodge Road (the “Project Site”) as being appropriate for “Single Family Residential” use. A copy of Figure 6 of the Comprehensive Plan is provided at Exhibit “9”. The Conceptual Land Use Plan is intended to communicate the overall direction and concept of future development in the Town of Amherst.

Single Family Residential is described on Pages 3-30 and 3-31 of the Comprehensive Plan as consisting of 2 to 4 residential units per acre. The density of the proposed residential subdivision will only be 2.54 residential units (detached single-family homes) per acre. The text on Page 3-31

¹ A copy of the resolution adopted by the Town Board on January 2, 2007 for the purpose of adopting the Bicentennial Comprehensive Plan pursuant to Town Law Section 272-a is included at the beginning of the Comprehensive Plan. This resolution recites the lengthy planning history that incorporated numerous opportunities for public input as well as a coordinated environmental review pursuant to SEQRA that involved the preparation a Generic EIS and the issuance of a Findings Statement.

of the Comprehensive Plan indicates that opportunities exist for infill residential development. The Project Site represents an example of an appropriate location for an infill residential subdivision since the proposed use and the proposed MFR-4A zoning classification is consistent with the adopted Comprehensive Plan.

Question 16(A)(2): Cite all text, map, and/or figures that must be amended to support the proposed zoning at this location and provide detailed suggested amendments.

Response to

Question 16(A)(2): The Applicant does not believe that the proposed rezoning of the Project Site from S-A to MFR-4A to accommodate the proposed low-density residential subdivision requires an amendment to the Bicentennial Comprehensive Plan.

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

Response to

Question 16(A)(3): Section 1-2-1 of the Zoning Code is titled "Purpose" and it states as follows:

"The purpose of this Zoning Ordinance and the intent of the legislative authority in its adoption is to promote the environment of the town and its public health, safety, convenience, comfort, prosperity and the general welfare by regulating the use of buildings, other structures and land for residences, open space, public facilities, business, services, industry or other purposes; by regulating and restricting the bulk, height, design, building coverage and location of structures; by regulating and limiting population density; and for the aforesaid purposes, to divide the land within the limits of the town into districts of such number and dimensions generally consistent with the policies of the Comprehensive Plan and to provide procedures for the administration and amendment of said Zoning Ordinance."

The proposed rezoning of the Project Site from S-A to MFR-4A to accommodate the proposed residential subdivision is consistent with the "Purpose" of the Zoning Code. Section 1-2-2 of the Zoning Code sets forth the objectives of the Zoning Code. This section of the Zoning Code lists 13 objectives that are discussed below as follows:

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

Response: The proposed rezoning and will be consistent with the objective of protecting the character and value of existing land uses. The proposed rezoning will allow the Project Site to be utilized as a residential subdivision that represents orderly and beneficial development.

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

Response: The proposed rezoning of the Project Site from S-A to MFR-4A and the proposed residential subdivision will not be inconsistent with this objective.

- C. To prevent overcrowding of land;**

Response: The proposed rezoning and the proposed residential subdivision will not result in the overcrowding of land. The density of the project will only be 2.53 residential units per acre.

- D. To prevent excessive concentration of population and to prevent spare and uncoordinated development;**

Response: The proposed rezoning of the Project Site from S-A to MFR-4A will not result in excessive concentration of population. The project consists of a low density residential subdivision.

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

Response: The responses to the Questions in Section 16 of the Amended Rezoning Application set forth the reasons the proposed rezoning is consistent with the policies of the Comprehensive Plan.

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

Response: The Preliminary Plat review process will trigger the need for an Engineer's Report and SWPPP prepared by a licensed engineer to be prepared for review and approval by the Town's Engineering Department. The project will not increase the likelihood of damage and injury due to fire and flood. The proposed single-family homes will be constructed per the stringent requirements of the NYS Building Code including the fire safety standards contained therein.

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

Response: The proposed rezoning and residential project will not be inconsistent with this objective. The Project Sponsor has made a deliberate effort to propose a layout for the proposed residential subdivision that will avoid the 0.054 acres of wetlands on the Project Site.

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

Response: The development of the Project Site in a manner consistent with the updated Concept Plan [Drawing C-100 – Date: 03/11/21] will be aesthetically harmonious with nearby areas and structures.

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

Response: The layout of the proposed low-density residential subdivision as depicted on the updated Concept Plan attached to this Amended Rezoning Application prepared by Carmina Wood Morris DPC demonstrates the residential project will not result in any potentially significant traffic impacts. The Project Sponsor acknowledges that

it will be required to obtain a Highway Work Permit from the Erie County Department of Public Works since Dodge Road is an Erie County Highway.

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

Response: The Project Site has access to sanitary sewer and water lines as well as necessary public utilities to service the proposed residential subdivision.

- K. To guide the future development of the town so as to being the gradual conformity of land, structures and uses generally consistent with the policies of the Comprehensive Plan.**

Response: The proposed rezoning of the Project Site from S-A to MFR-4A is consistent with this objective since the project is consistent with the policies contained in the Comprehensive Plan.

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

Response: The proposed rezoning of the Project Site from S-A to MFR-4A will be consistent with this objective.

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

Response: The proposed rezoning and residential project will not be inconsistent with this objective.

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

Response to

Question 16(C): The proposed residential subdivision is compatible with the present zoning and conforming uses of nearby properties and the character of the neighborhood. There are numerous residential subdivisions in the vicinity of the Project Site. The proposed MFR-4A

zoning classification is clearly more suitable than the existing S-A zoning classification which expressly permits high intensity agricultural uses that would be inconsistent with character of the surrounding neighborhoods.

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

Response to

Question 16(D): The Project Site is not suitable for agricultural uses given its size and location. The Applicant believes the proposed residential subdivision is more appropriate for the Project Site than uses permitted in the existing S-A zoning classification.

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

Response to

Question 16(D): The proposed change in the zoning classification of the Project Site from S-A to MFR-4A to accommodate the proposed residential subdivision will have positive impacts on the balance of uses in the Town since there is demand for upscale detached single-family homes on individual lots.

Exhibit 7 – Reduced Size Copy of the Concept Plan [Drawing C-100] as Prepared by Carmina Wood Morris DPC [Note: Full Size Copy of the Concept Plan is also attached]



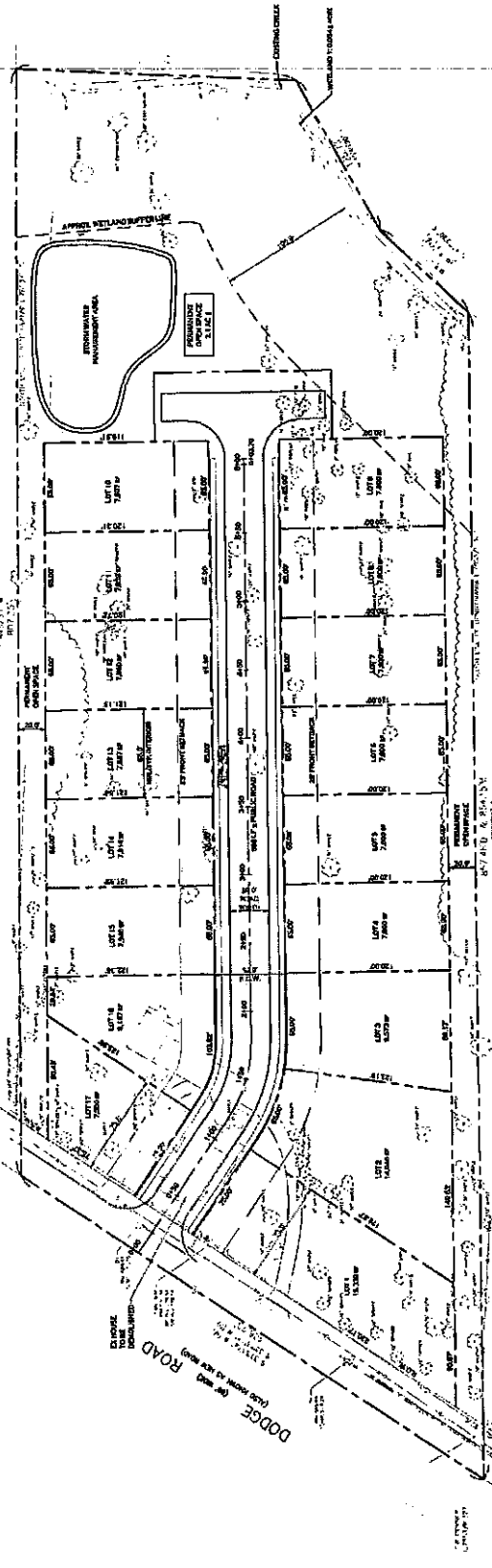
PROJECT NAME:
New Construction
Single Family Subdivision
1789 Dodge Road
Amherst, New York

Date:	3/16/21
Drawn by:	C. Wood
Scale:	As Noted

DRAWING NAME:
Concept Plan

DRAWING NO.

C-100
Project no.: 20,247



NOTE: SENSITIVITY AND TOPOGRAPHIC INFORMATION PROVIDED ON THIS, CUMMINS WOOD MOVERS, P.C. ASSIGNED NO RESPONSIBILITY FOR ITS ACCURACY.

[illegible]

**Exhibit 8 – Reduced Size Copy of Previous
Concept Plan [Drawing C-100 – 01/18/21] as
Prepared by Carmina Wood Morris DPC**



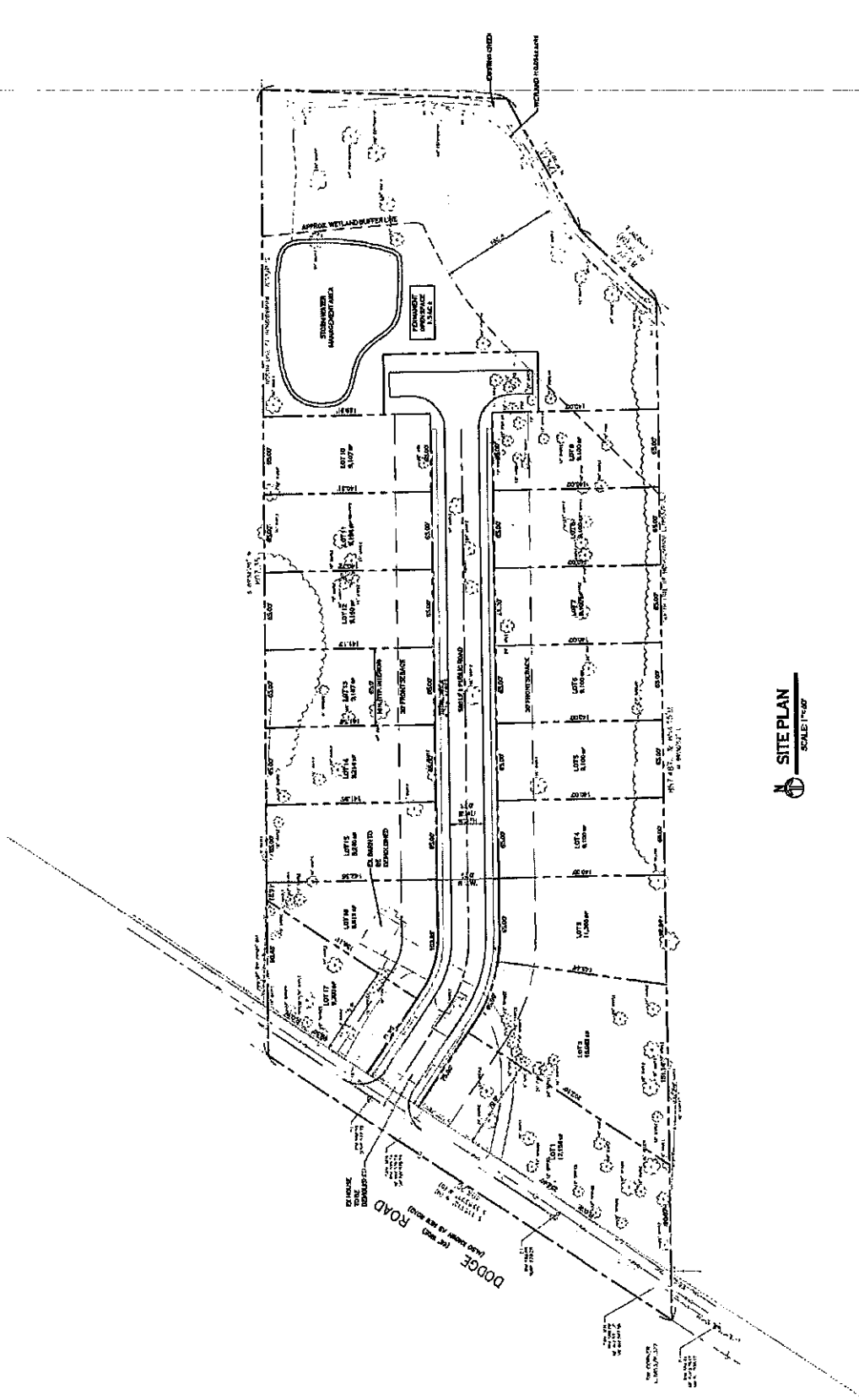
© Carmine Wood Morris, Inc. All rights reserved. No part of this drawing may be reproduced or transmitted in any form or by any means electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without prior written permission from Carmine Wood Morris, Inc. This drawing is the property of Carmine Wood Morris, Inc. and is to be used only for the project and location specified on the title block. No other use is permitted without the written consent of Carmine Wood Morris, Inc.

PROJECT NAME:
New Construction
Single Family Subdivision
1789 Dodge Road
Amherst, New York

DATE:
C. Wood
M. Morris
DRAWING NAME:
Concept Site
Plan -

DRAWING NO.
C-100
Project No.: 20247

7.2.a

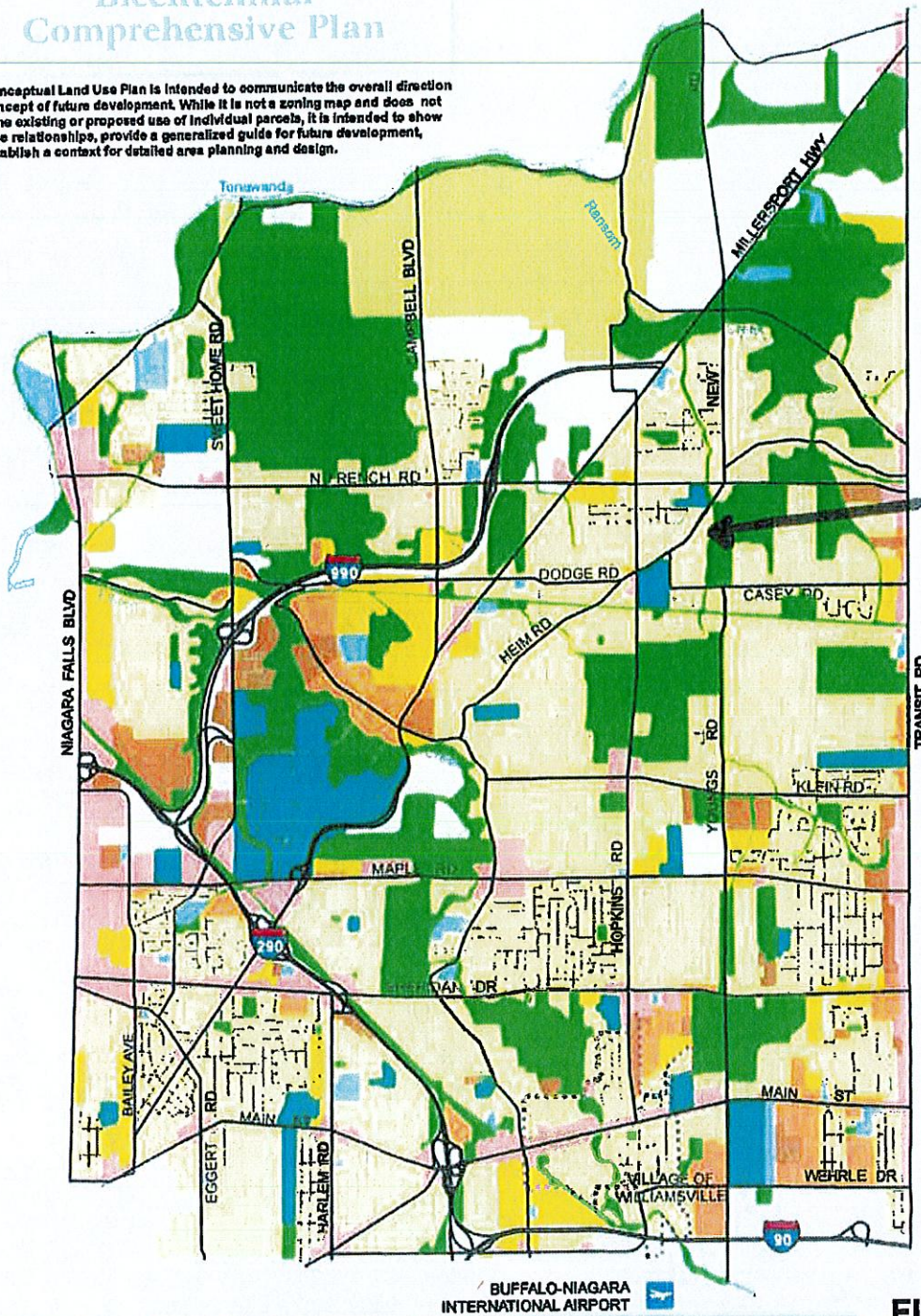


SECTION 20-200-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

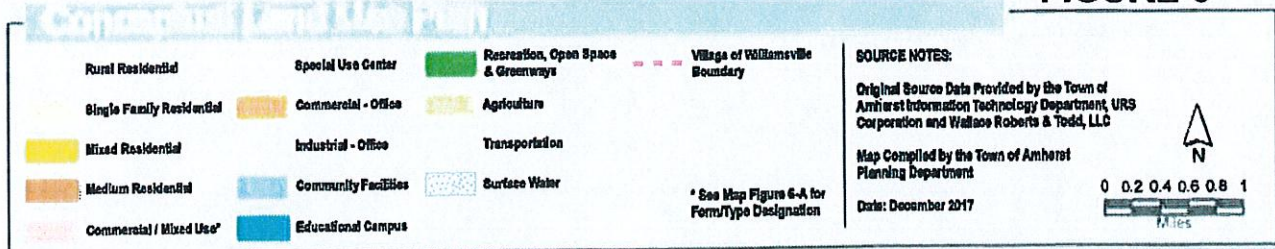
**Exhibit 9 – Color Copy of Figure 6 of the
Town of Amherst Comprehensive Plan titled
“Conceptual Land Use Plan”**

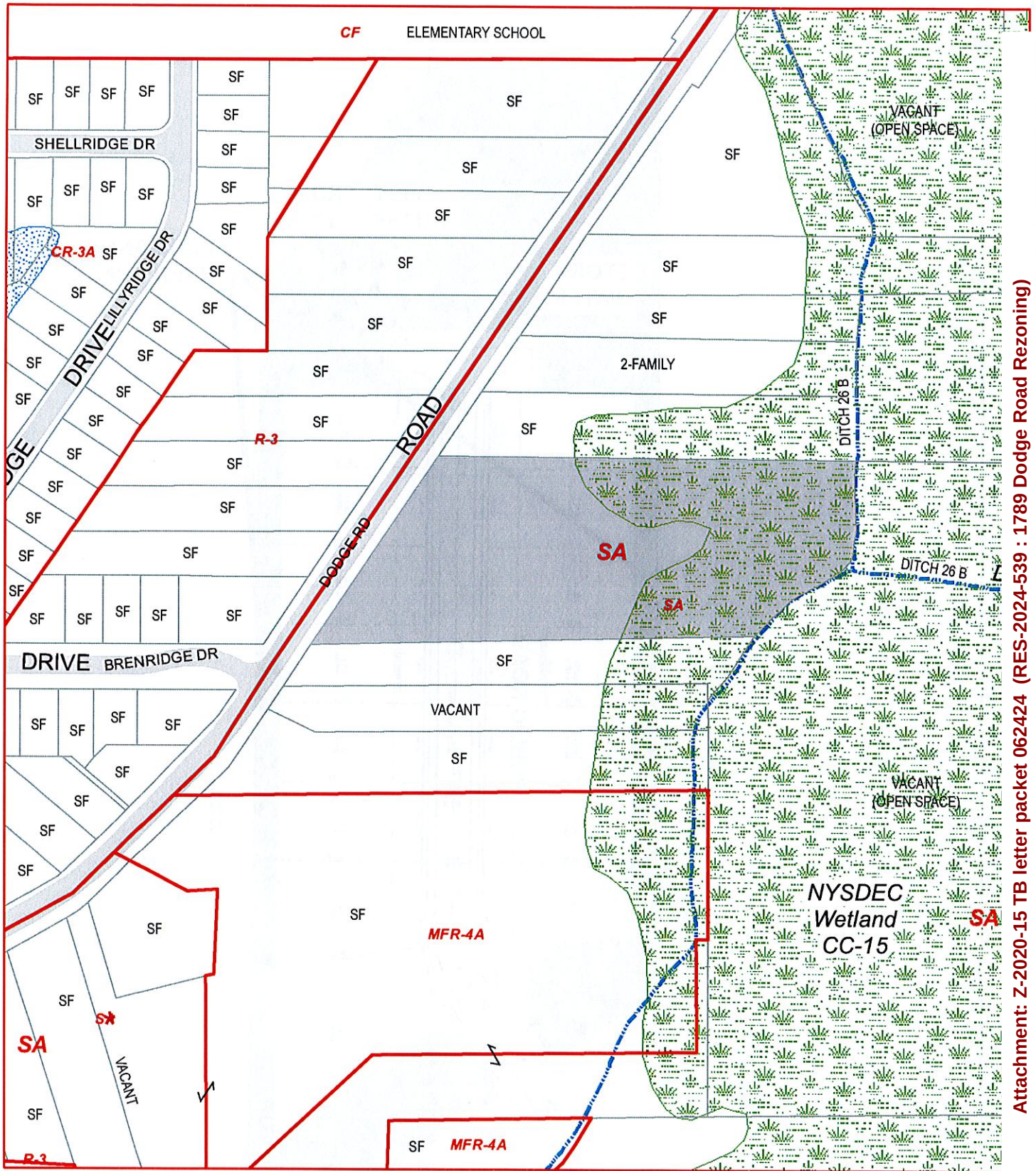
Town of Amherst Bicentennial Comprehensive Plan

The Conceptual Land Use Plan is intended to communicate the overall direction and concept of future development. While it is not a zoning map and does not show the existing or proposed use of individual parcels, it is intended to show land use relationships, provide a generalized guide for future development, and establish a context for detailed area planning and design.



**Project Site
Designated as
Single Family
Residential**





Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

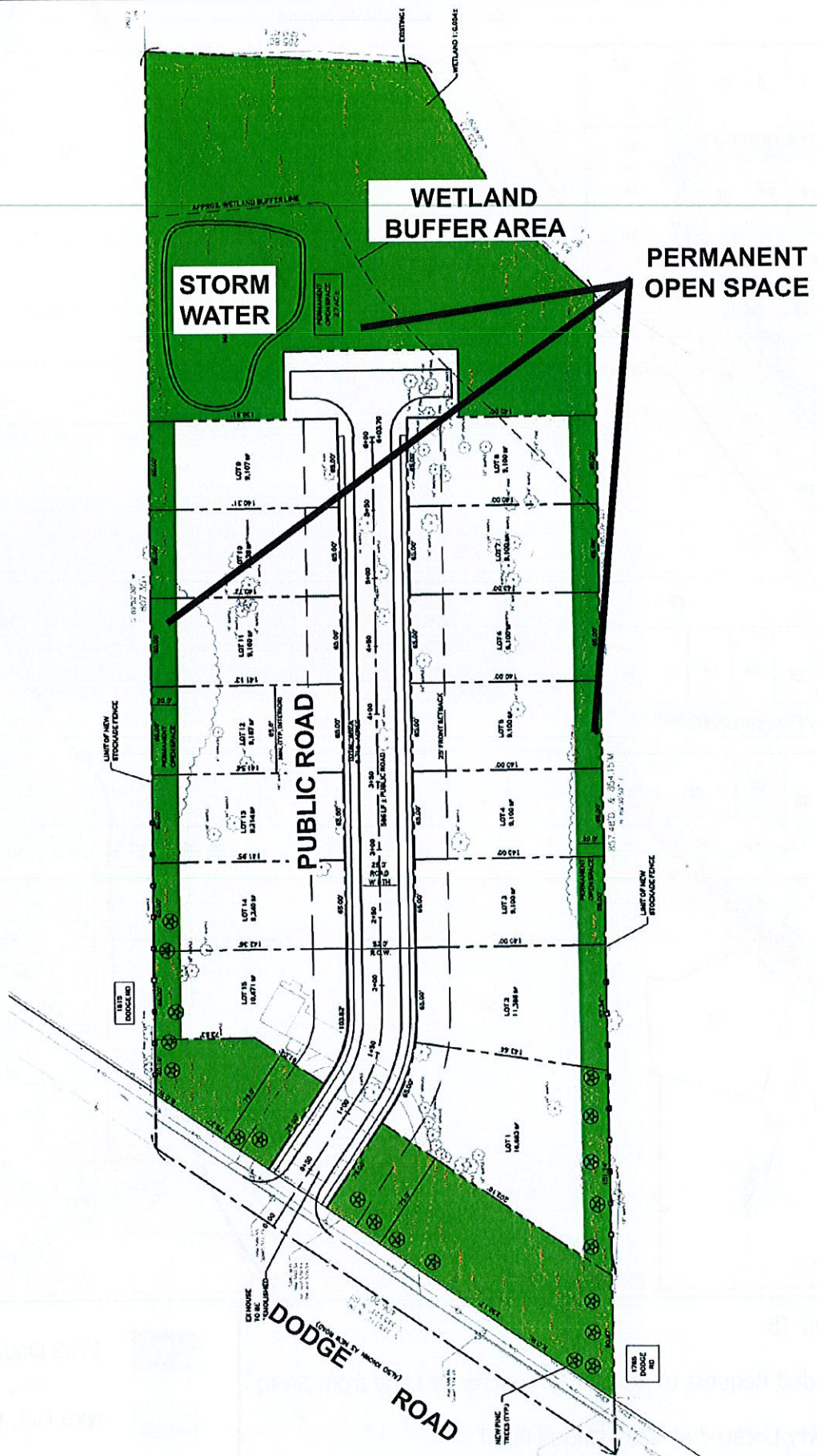
Z-2020-15

Amended Request to Rezone 6.7± acres of Land from SA to R-3
Property Located at 1789 Dodge Road
Joe Rubino, Petitioner

September 23, 2021

1789 Dodge Road

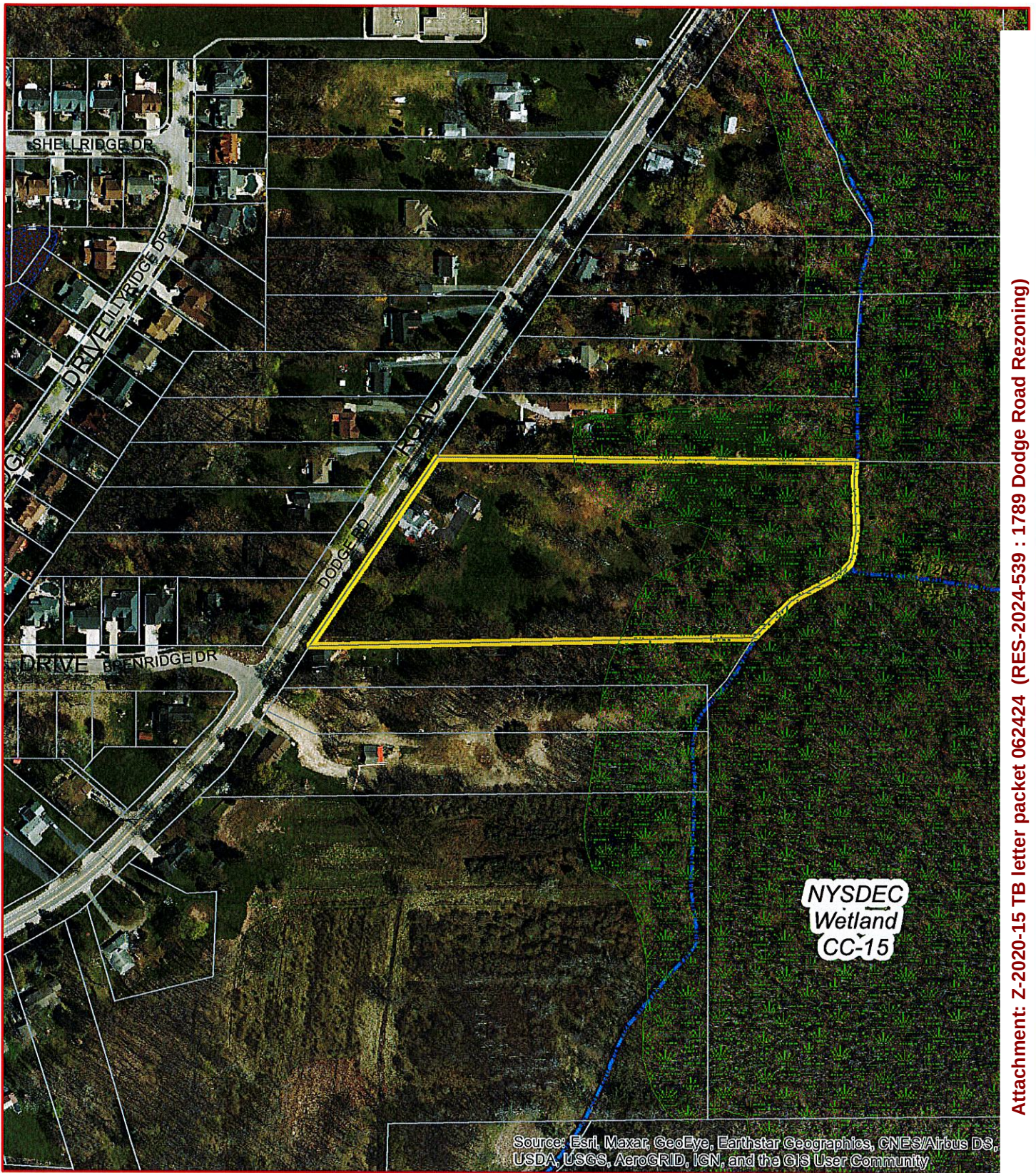
NYS DEC Regulated Wetland



CONCEPT PLAN

Z-2020-15
1789 Dodge Road





Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Z-2020-15

Amended Request to Rezone 6.7± acres of Land from SA to R-3
Property Located at 1789 Dodge Road
Joe Rubino, Petitioner

September 23, 2021



1789 Dodge Road



NYS DEC Regulated Wetland



AMHERST HIGHWAY DEPARTMENT

1042 North Forest Road Williamsville, New York 14221

Patrick Lucey

Superintendent of Highways
plucey@amherst.ny.us



PHONE (716) 631-7117

FAX (716) 631-7265

www.amherst.ny.us

Paul Anderson

Deputy Highway Superintendent
panderson@amherst.ny.us

May 11, 2021

To: Ellen Kost, AICP, Associate Planner

From: Patrick Lucey, Superintendent of Highways

Re: REQUEST TO REZONE 6.7 ACRES OF LAND FROM **SA TO MFR-4A Z-20250-15**; PROPERTY LOCATED AT **1789 DODGE ROAD**, JOE RUBINO, PETITIONER.

After review relative to Highway Department concerns, the plan is approved as submitted.

/ke
C:

Daniel Ulatowski, AICP, Zoning Enforcement Officer
Douglas Gesel, Supervising Code Enforcement Officer
Jeffrey Burroughs, Town Engineer
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Dave Marrano, Town Assessor
Bryan Parnell, Fire Chiefs Association (c/o Building)
Stan Sliwa, Town Attornewy (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, ROW Agent
Scott A Marshall, Principal Planner
Brian Barnes, Senior GIS Analyst (Eng)
Integrated Review Coordinator, ECDEP
Williamsville Central School District
Kathy Cooper, Deputy Town Clerk
Sean Hopkins, Esq., Hopkins, Sorgi & McCarthy, PLLC, 5500
Main Street, Suite 343, Williamsville, NY 14221
Joe Rubino, c/o Hopkins, Sorgi & McCarthy, PLLC
Christopher Wood, Carmina Wood Morris, DPC, 487 Mai Street,
Suite 600, Buffalo, NY 14202

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

SITE PLAN OR ZONING REFERRAL TO COUNTY OF ERIE, NY AND REPLY TO MUNICIPALITY

Note: Please complete in triplicate. Send original and one copy (with attachments) to
Erie County Division of Planning, Room 1053, 95 Franklin Street, Buffalo, N.Y. 14202.
Retain last copy for your files.

DO NOT WRITE IN THIS SPACE

Case No.: ZR-21-9Received: 8/19/2021

The proposed action described herein is referred in accordance with the provisions of the General Municipal Law, which provides that reply is received in 30 days after receipt of full information including a SEQR EAF if applicable, the municipal agency may take final action without considering such reply. If, however, reply is received at any time prior to municipal Action, such reply must be considered

Description of Proposed Action

1. Name of Municipality: Town of Amherst
2. Hearing Schedule: Date September 23, 2021 Time 6:30 pm Location 5583 Main Street, Williams
3. Action is before: ☐ Legislative Body ☐ Board of Appeals ☒ Planning Board
4. Action consists of: ☐ New Ordinance ☒ Rezone/Map Change ☐ Ordinance Amendment
☐ Site Plan ☐ Variance ☐ Special Use Permit ☐ Other
5. Location of Property: ☐ Entire Municipality ☐ Specific as follows 1789 Dodge Road
6. Referral required as Site is within 500' of: ☐ State or County Property/Institution ☐ Municipal Boundary ☐ Farm Operation located in an Agricultural District
☐ Expressway ☒ County Road ☐ State Highway ☐ Proposed State or County Road, Property, Building, Institution, Drainage
7. Proposed change or use: (be specific) Rezone 6.7 acres of land from SA to R-3
8. Other remarks: (ID#, SBL#, etc.) Z-2020-15 Amended
9. Submitted by: Scott A Marshall Principal Planner August 17 2021
Town of Amherst, 5583 Main St., Williamsville, NY 14221

Reply to Municipality by Erie County Division of Planning

Receipt of the above-described proposed action is acknowledged on 8/23/21. The Division herewith submits its review and reply under the provisions of applicable state and local law, based on the information submitted with this referral.

1. ☐ The proposed action is not subject to review under the law.
2. ☒ Form ZR-3, Comment on Proposed Action is attached hereto.
3. ☐ The proposed action is subject to review; the Division makes the recommendation shown on Form ZR-4, Recommendation on Proposed Action, which is attached hereto.
4. ☐ No recommendation; proposed action has been reviewed and determined to be of local concern

By the Division of Planning:

Tom HallDate: 9/23/21



COUNTY OF ERIE

MARK C. POLONCARZ

COUNTY EXECUTIVE

September 23, 2021

Mr. Scott Marshall
Principal Planner Town
of Amherst
5583 Main Street
Williamsville, NY 14221

Re: **Proposed Rezoning at 1789 Dodge Road**

Location: **1789 Dodge Road**
Review No.: **ZR-21-91**

Dear Mr. Marshall,

Pursuant to New York General Municipal Law Section 239-m, and Article 8 of the New York Environmental Conservation Law, the County of Erie (the "County") has reviewed the above-referenced project referred to us on August 23, 2021.

The Department of Environment and Planning (DEP) consents to the Town of Amherst acting as Lead Agency in the environmental review of this action. DEP reviewed and provided comments on this referral in the enclosed letter, dated February 18, 2021.

This review pertains to the above-referenced project submitted to Erie County DEP. This should not be considered sufficient for any County approvals. The applicant must still obtain any other permits and regulatory approvals applicable to this project.

Sincerely,

David Hall
Planner

Enclosure

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

SITE PLAN OR ZONING REFERRAL TO COUNTY OF ERIE, NY AND REPLY TO MUNICIPALITY

Note: Please complete in triplicate. Send original and one copy (with attachments) to
Erie County Division of Planning, Room 1053, 95 Franklin Street, Buffalo, N.Y. 14202.
Retain last copy for your files.

DO NOT WRITE IN THIS SPACE

Case No.: 2A-21-91Received: 1/5/21

The proposed action described herein is referred in accordance with the provisions of the General Municipal Law, which provides that if reply is received in 30 days after receipt of full information including a SEQR EAF if applicable, the municipal agency may take final act without considering such reply. If, however, reply is received at any time prior to municipal Action, such reply must be considered.

Description of Proposed Action

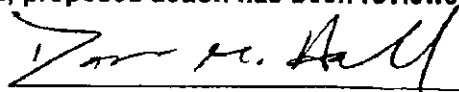
1. Name of Municipality: <u>Town of Amherst</u>	
2. Hearing Schedule:	Date <u>2/18/2021</u> Time <u>6:30 pm</u> Location <u>5583 Main Street, Williamsv</u>
3. Action is before:	☒ Legislative Body ☐ Board of Appeals ☒ Planning Board
4. Action consists of:	☐ New Ordinance ☒ Rezone/Map Change ☐ Ordinance Amendment ☐ Site Plan ☐ Variance ☐ Special Use Permit ☐ Other
5. Location of Property:	☐ Entire Municipality ☒ Specific as follows <u>1789 Dodge Rd</u>
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, Drainagewa
7. Proposed change or use: (be specific) <u>Rezone 6.7 acre lot from SA to R3</u>	
8. Other remarks: (ID#, SBL#, etc.) <u>Z-2020-15</u>	
9. Submitted by: <u>Thomas Voigt, Assistant Planner</u>	
Town of Amherst, 5583 Main St., Williamsville, NY 14221 <u>12/29/2020</u>	

Reply to Municipality by Erie County Division of Planning

Receipt of the above-described proposed action is acknowledged on 1/19/21. The Division herewith submits its review and reply under the provisions of applicable state and local law, based on the information submitted with this referral.

1. ☐ The proposed action is not subject to review under the law.
2. ☒ Form ZR-3, Comment on Proposed Action is attached hereto.
3. ☐ The proposed action is subject to review; the Division makes the recommendation shown on Form ZR-4, Recommendation on Proposed Action, which is attached hereto.
4. ☐ No recommendation; proposed action has been reviewed and determined to be of local concern

By the Division of Planning:


Date: 2/18/21

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)



COUNTY OF ERIE

MARK C. POLONCARZ

COUNTY EXECUTIVE

February 18, 2021

Ms. Roberta Rappoccio
Associate Planner
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Re: **Proposed Rezoning at 1789 Dodge Road**

Location: **1789 Dodge Road**
Review No.: **ZR-21-91**

Dear Ms. Rappoccio,

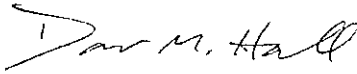
Pursuant to New York General Municipal Law Section 239-m, and Article 8 of the New York Environmental Conservation Law, the County of Erie (the "County") has reviewed the above-referenced project referred to us on January 19, 2021. The Department of Environment and Planning (DEP) offers the following comments based upon its review of the project:

- A portion of the subject site appears to be located within Zone AE, a Special Flood Hazard Area, as per FEMA's National Flood Hazard Layer. Future development will need to meet the requirements of the National Flood Insurance Program.
- The subject site contains portions of wetlands listed in the New York State Department of Environmental Conservation (NYSDEC) Freshwater Wetland Map. Future development on the site may require a wetlands delineation conducted in consultation with NYSDEC. Wetlands provide significant habitat and stormwater storage that cannot be completely replaced. The Town should consider the cumulative impacts of the continued development of residential subdivisions within or adjacent to FEMA floodplains and state- or federally-designated wetlands, and the potential effects on existing and future residents during flood events.
- According to a review of aerial photography and agricultural district maps, the subject site is located within 500' of land in agricultural production in Erie County's Agricultural District #17 - Amherst. Any future development on this site may require the applicant to prepare an Agricultural Data Statement as required in Section 283-a of Town Law and Article 25-AA of the NYS Agriculture and Markets Law.

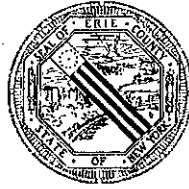
- The project is in a Developed Area according to the Erie Niagara Framework for Regional Growth. The Town and/or developer should consider the addition of sidewalks throughout the proposed development to foster improved mobility, pursuant to policies outlined in the Framework. The Town should also continue the construction of sidewalks on Dodge Road. Extending these sidewalks would provide safe, walkable routes to school for students attending Casey Middle School or Williamsville North High School to the west of this project, and Dodge Road Elementary School to the east.

This review pertains to the above-referenced project submitted to Erie County DEP. This should not be considered sufficient for any County approvals. The applicant must still obtain any other permits and regulatory approvals applicable to this project.

Sincerely,



David Hall
Planner



COUNTY OF ERIE

MARK C. POLONCARZ

COUNTY EXECUTIVE

WILLIAM E. GEARY, JR.
COMMISSIONER

DEPARTMENT OF PUBLIC WORKS
RATH BUILDING 14TH FLOOR

TELEPHONE: 716.858.8300
FAX: 716.858.8228

September 14, 2021

Ms. Roberta Rappoccio, Associate Planner
Town of Amherst Planning Dept.
5583 Main Street
Williamsville, NY 14221

Re: Single Family Subdivision
Lead Agency Coordination
1789 Dodge Road (CR-45)
(T) of Amherst, Erie County NY

Dear Ms. Rappoccio:

We have reviewed your request for Lead Agency for the above referenced project. Erie County Department of Public Works has no problem with the Town of Amherst being Lead Agency for this project. This approval of Lead Agency is only from Erie County Department of Public Works and does not imply that other County Departments concur with this approval, as their response will be coming by separate letter.

This Department will commence further review upon receipt of design plans and a stormwater management report.

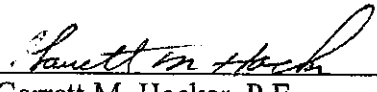
Permit Requirements

1. The project sponsor will be required to apply for and obtain an Erie County Highway Work Permit for Utility Work Perm-2 prior to construction within the Dodge Road (CR-45) highway right-of-way.
2. The project sponsor will be required to apply for and obtain an Erie County Highway Work Permit for Non-Utility Work, Perm 3 prior to construction of a new subdivision road within the Dodge Road (CR-45) highway right-of-way.

Please keep us informed as this project progresses.

Attn: Ms. Roberta Rappoccio, Associate Planner
Town of Amherst Planning Dept.
Re: Lead Agency Coordination
1789 Dodge Road (CR-45)
Date: September 14, 2021
Page: 2 of 2

ERIE COUNTY DEPARTMENT OF PUBLIC WORKS



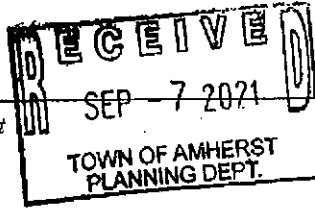
Garrett M. Hacker, P.E.
Senior Civil Engineer

cc: Karen Hoak, Deputy Commissioner – Highways
Darlene Svilokos, P.E., Director of Engineering
Brian Rose, P.E., Supervisor of Engineering
Gina Wilkolaski, P.E., Traffic Safety Engineer
Patrick Baskerville, Senior Highway Maintenance Engineer
File: CR-45

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Amherst

Town of Amherst Planning Department

TOWN OF AMHERST
ENGINEERING DEPARTMENT
2021 AUG 20 A 11:39Brian J. Kulpa
SupervisorDaniel C. Howard, AI
Planning DirectorDaniel J. Ulatowski, A
Assistant Planning Dir

MEMORANDUM

August 17, 2021

TO: Kathy Cooper, Deputy Town Clerk
 Daniel Ulatowski, Principal Planner
 Dave Marrano, Town Assessor
 Douglas Gesel, Supervising Code Enforcement Officer, Building Department
 Jeffrey Burroughs, Town Engineer
 Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
 Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
 Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
 Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
 Stan Sliwa, Town Attorney (Local Law Only)
 Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent ademopoulos@amherst.ny.us
 Integrated Review Coordinator, ECDEP
 NYSDEC
 Williamsville Central School District

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO REZONE 6.7± ACRES OF LAND FROM SA TO R-3, Z-2020-15; PROPERTY LOCATED AT 1789 DODGE ROAD; JOE RUBINO, PETITIONER.

AMENDED APPLICATION AND CONCEPT PLAN:

Received August 16, 2021

REVIEW:

Do you agree with all statements made? YES

If you do not, briefly state why: _____

General comments relative to your agency interests: None @ this timeIf improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

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

Signature: C. SchregelDate: 9/7/21

SM/ac

X:\Current Planning\Files\Rezoning\2020\Z-2020-15 (1789 Dodge Rd) 2020\Z-2020-15_Rev_Transmittal_081721.doc

cc: Joe Rubino, c/o Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Ste. 343, Williamsville, NY 14221
 Christopher Wood, P.E., Carmina Wood Morris, DPC, 487 Main St., Suite 600, Buffalo, NY 14202
 Scott A. Marshall, Principal Planner

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 9
270 Michigan Avenue, Buffalo, NY 14203-2915
P: (716) 851-7165 | F: (716) 851-7168
www.dec.ny.gov

September 2, 2021

Ms. Ellen Kost
Town of Amherst
5583 Main Street
Williamsville, New York 14221

Dear Ellen Kost:

**SEQR Lead Agency Coordination
Rezone 6.7 Acres from SA to R-3
1789 Dodge Road
Town of Amherst, Erie County**

This letter is in response to your August 20, 2021 correspondence regarding the above-noted project. The revised project plan has been reviewed and the Department has no additional comments on the proposed project beyond those in the attached January 19, 2021 SEQR lead agency response letter from this agency. Thank you.

If you have any other questions, please feel free to contact Ms. Kerri Pickard-DePriest of my staff or me at 716/851-7165.

Sincerely,

David S. Denk

David S Denk
Regional Permit Administrator

KPD:cmn

Ecc: Mr. Sean Hopkins, Esq, shopkins@hsr-legal.com

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)



Department of
Environmental
Conservation





Amherst

Town of Amherst Planning Department

Erie County, New York

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, A
Assistant Planning Dir

MEMORANDUM

August 17, 2021

TO: Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent ademopoulos@amherst.ny.us
Integrated Review Coordinator, ECDEP
NYSDEC
Williamsville Central School District

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO REZONE 6.7± ACRES OF LAND FROM SA TO R-3, Z-2020-15; PROPERTY
LOCATED AT 1789 DODGE ROAD; JOE RUBINO, PETITIONER.

AMENDED APPLICATION AND CONCEPT PLAN:

Received August 16, 2021

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: 8/24/21

SM/ac

X:\Current_Planning\Files\Rezoning\2020\Z-2020-15_(1789_Dodge_Rd)_2020\Z-2020-15_Rev_Transmittal_081721.doc

cc: Joe Rubino, c/o Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Ste. 343, Williamsville, NY 14221
Christopher Wood, P.E., Carmina Wood Morris, DPC, 487 Main St., Suite 600, Buffalo, NY 14202
Scott A. Marshall, Principal Planner

Amherst

Town of Amherst Planning Department

RECEIVED
Williamsville Central School District

Erie County, New York

Brian J. Kul
Supervisor

Daniel C. Howan
Planning Director

Daniel J. Ulatowski
Assistant Planning

AUG 24 2021

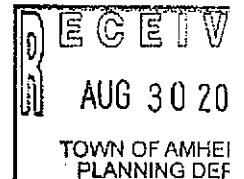
MEMORANDUM

Asst Superintendent for
Finance & Management Services

August 17, 2021

TO:

Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
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Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent ademopoulos@amherst.ny.us
Integrated Review Coordinator, ECDEP
NYSDEC
Williamsville Central School District



FROM:

Scott Marshall, Principal Planner

SUBJECT:

REQUEST TO REZONE 6.7± ACRES OF LAND FROM SA TO R-3, Z-2020-15; PROPERTY
LOCATED AT 1789 DODGE ROAD; JOE RUBINO, PETITIONER.

AMENDED APPLICATION AND CONCEPT PLAN:

Received August 16, 2021

REVIEW:

Do you agree with all statements made?

No comment

If you do not, briefly state why:

General comments relative to your agency interests:

Per current Williamsville CSD policy, based on plans a bus stop will be at the corner of Dodge and the name of the street. Bus service does not enter the widening, etc.) of this development.

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

Signature:

Date: 8/25/21

SM/ac

X:\Current Planning\Files\Rezoning\2020\Z-2020-15 (1789 Dodge Rd) 2020\Z-2020-15_Rev Transmittal_081721.doc

cc: Joe Rubino, c/o Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Ste. 343, Williamsville, NY 14221
Christopher Wood, P.E., Carmina Wood Morris, DPC, 487 Main St., Suite 600, Buffalo, NY 14202
Scott A. Marshall, Principal Planner



Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, A
Assistant Planning Director

Amherst

Town of Amherst Planning Department

RECEIVED

Erie County, New York

AUG 19 2021

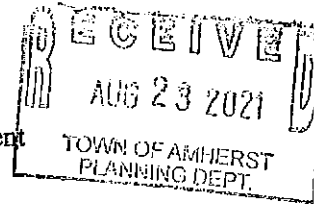
TOWN ATTORNEY

MEMORANDUM

August 17, 2021

TO:
FROM

Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
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Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent ademopoulos@amherst.ny.us
Integrated Review Coordinator, ECDEP
NYSDEC
Williamsville Central School District



TO:
FROM

Scott Marshall, Principal Planner
SUBJECT: REQUEST TO REZONE 6.7± ACRES OF LAND FROM SA TO R-3, Z-2020-15; PROPERTY LOCATED AT 1789 DODGE ROAD; JOE RUBINO, PETITIONER.

AMENDED APPLICATION AND CONCEPT PLAN:

Received August 16, 2021

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 his 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: Stacy J. J. J. Date: 8/23/21

SM/ac

X:\Current_Planning\Files\Rezoning\2020\Z-2020-15 (1789 Dodge Rd) 2020\Z-2020-15_Rev Transmittal 081721.doc

cc: Joe Rubino, c/o Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Ste. 343, Williamsville, NY 14221
Christopher Wood, P.E., Carmina Wood Morris, DPC, 487 Main St., Suite 600, Buffalo, NY 14202
Scott A. Marshall, Principal Planner



Town of Amherst Planning Department

Erie County, New York



Brian J. Kulpa
Supervisor

Daniel C. Howard,
Planning Director

Daniel J. Ulatowski,
Assistant Planning Director

RECEIVED

AUG 19 2021

August 17, 2021

MEMORANDUM

TO: Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
① ✓ Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent ademopoulos@amherst.ny.us
Integrated Review Coordinator, ECDEP
NYSDEC
Williamsville Central School District

TOWN ATTORNEY

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO REZONE 6.7± ACRES OF LAND FROM SA TO R-3, Z-2020-15; PROPERTY LOCATED AT 1789 DODGE ROAD; JOE RUBINO, PETITIONER.

AMENDED APPLICATION AND CONCEPT PLAN:

Received August 16, 2021

REVIEW:

Do you agree with all statements made? yes, agree with all statements made

If you do not, briefly state why: N/A

General comments relative to your agency interests: N/A

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

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

Signature: [Signature] Date: 8/19/21

SM/ac

X:\Current_Planning\Files\Rezoning\2020\Z-2020-15 (1789 Dodge Rd) 2020\Z-2020-15_Rev_Transmittal_081721.doc

cc: Joe Rubino, c/o Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Ste. 343, Williamsville, NY 14221
Christopher Wood, P.E., Carmina Wood Morris, DPC, 487 Main St., Suite 600, Buffalo, NY 14202
Scott A. Marshall, Principal Planner



Town of Amherst Planning Department

Erie County, New York

Brian J. Kulpa
SupervisorDaniel C. Howard, AI
Planning DirectorEllen M. Kost, AICP
Assistant Planning Director

RECEIVED

APR 29 2021

MEMORANDUM

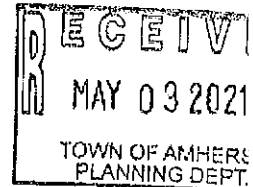
TOWN OF AMHERST
BUILDING DEPT

April 28, 2021

TO: Daniel Ulatowski, Principal Planner
 Douglas Gesel, Supervising Code Enforcement Officer, Building Department
 Jeffrey Burroughs, Town Engineer
 Francina Spoth, Town Clerk

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 6.7± ACRES OF LAND FROM SA TO **MFR-4A; Z-2020-15;**
 PROPERTY LOCATED AT **1789 DODGE ROAD;** JOE RUBINO, PETITIONER.



DOWNSTREAM SEWER CAPACITY ANALYSIS REPORT:

Received April 28, 2021

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 GeselDate: 4-30-21

EK/

X:\Current_Planning\Files\Rezoning\Forms\Rev_Transmittal.doc

cc: Scott A. Marshall, Principal Planner

Sean Hopkins, Esq., Hopkins Sorgi & McCarthy, PLLC, 5500 Main St., Ste. 343, Williamsville, NY 14221

Rami Herzallah, Camina Wood Morris DPC, 487 Main St. Suite 500, Buffalo, NY 14203

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)



Town of Amherst Planning Department

Erie County, New York

Brian J. Kulpa
SupervisorDaniel C. Howard, A
Planning DirectorEllen M. Kost, AIC
Assistant Planning Dir

MEMORANDUM

March 23, 2021

TO: Daniel Ulatowski, Principal Planner
 Dave Marrano, Town Assessor
 Douglas Gesel, Supervising Code Enforcement Officer, Building Department
 Jeffrey Burroughs, Town Engineer
 Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
 Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
 Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
 Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
 Stan Sliwa, Town Attorney (Local Law Only)
 Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
 Integrated Review Coordinator, ECDEP
 Williamsville Central School District
 Kathy Cooper, Deputy Town Clerk

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 6.7± ACRES OF LAND FROM SA TO **MFR-4A**; Z-2020-15;
 PROPERTY LOCATED AT **1789 DODGE ROAD**; JOE RUBINO, PETITIONER.

AMENDED APPLICATION:

Received March 22, 2021

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: _____

General comments relative to your agency interests: Any rezoning decision should consider a condition that restricts the proposed dwellings to detached single family homes. The proposed MFR-4A permits attached dwelling units.

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: April 1, 2021

EK/SM/ac

X:\Current_Planning\Files\Rezoning\2020\Z-2020-15_(1789_Dodge_Rd)_2020\Z-2020-05_Amended_Transmittal_032321.doc

cc: Sean Hopkins, Esq., Hopkins Sorgi & McCarthy, PLLC, 5500 Main St., Ste. 343, Williamsville, NY 14221
 Joe Rubino, Hopkins Sorgi & McCarthy, PLLC, 5500 Main St., Ste. 343, Williamsville, NY 14221
 Christopher Wood, P.E., Carmina Wood Morris, DPC, 487 Main St., Suite 600, Buffalo, NY 14202
 Scott A. Marshall, Principal Planner



Town of Amherst Planning Department

Erie County, New York



7.2.a

Brian J. Kulpa
Supervisor

Daniel C. Howard, AICP
Planning Director

Ellen M. Kost, AICP
Assistant Planning Director

MEMORANDUM

February 5, 2021

TO: Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)-ENG COPY
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 6.7± ACRES OF LAND FROM SA TO R-3; Z-2020-15;
PROPERTY LOCATED AT 1789 DODGE ROAD. JOE RUBINO, PETITIONER.

TO: E. Kost
FROM: D. Marrano
Date: 2/22/20

See Below
cc: C. W.

REVISED CONCEPT PLAN:

Received: February 1, 2021

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: N/A

General comments relative to your agency interests: Assessor will have no objection.

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: [Signature] Date: 2/22/20

EK/bf

X:\Current_PlanningFiles\Rezoning\2020\Z-2020-15_(1789_Dodge_Rd)_2020\Z-2020-15_Rev_Transmittal_020421.doc

cc: Sean Hopkins, Esq., Hopkins Sorgi & McCarthy, PLLC, 5500 Main St., Ste. 343, Williamsville, NY 14221
Joe Rubino, Hopkins Sorgi & McCarthy, PLLC, 5500 Main St., Ste. 343, Williamsville, NY 14221
Christopher Wood, P.E., Carmina Wood Morris, DPC, 487 Main St., Suite 600, Buffalo, NY 14202
Scott A. Marshall, Principal Planner

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Carrato, Amy

From: wp454@bluefrog.com
Sent: Thursday, September 23, 2021 7:55 PM
To: Carrato, Amy
Subject: 1789 Dodge rd.

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.

Why is it the lawyer get to state his case again. He is completely wrong. My Property will never be sold. It has been put into a trust the will out live me. My 2 boys are married and both have children on the way. So a PITZ will live in this home even if it's the last one standing. This is wrong unfair to us land owners!! He gets to keep coming with different perposals. Until we give up. I will spend every penny I have to fight this.

William G Pitz

This message was delivered by BlueFrog.com. To sign up for the best, secure and private email with a fun, easy to remember name, please visit <http://www.bluefrog.com> or call 1(866)BLUEFROG

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Carrato, Amy

From: Cheryl Anastasia <clana1860@gmail.com>
Sent: Friday, September 24, 2021 8:48 AM
To: Carrato, Amy
Subject: 1789 Dodge Road
Attachments: 9-23-2021.pdf

CAUTION: This email originated from outside of the organization.

Please do not click links or open attachments unless you recognize the sender and know the content is safe.

I am attaching my blurb I read last night.

And I am so pleased with the 5/2 vote. Thank you.

And I will continue my disapproval at the next meeting, as I am sure this is not going down without a fight.

As previously said, the three existing developments (currently in the clearing/grubbing stage) will bring approximately 270 cars into a 1.2 mile radius of my home. Enough is enough.

Thank you again.

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

9-23-2021

512

My name is Cheryl Anastasia and I live at 1860 Dodge Road

I moved here in 2000 and I love, love, love it. I have 1.29 acres. The space – the peace; it is truly soul soothing. It's my refuge, my home

I came from Niagara Falls with all its crowdedness, cars, noise and crime.

Our little neighborhood of approximately 15 homes on 30+ acres is a dream. We all moved here because we loved the space. Us current residents are pretty much lifers; there are a few here from the 50s in generational homes.

Our homes and properties have stood the test of time. Will these new developments?

The Proposed Development at 1789 Dodge: does not fit in with the size lots of 17 homes in 6.7 acres. My concern is the amount of homes being squeezed into a small area. This will impact our neighborhood. More people create more of everything...the good, the bad and the ugly. It will take years to see how it plays out and then it will be too late.

But just for starters, Proposed 1789 will include 34 cars (assuming 2 per couple/family) exiting **directly onto Dodge**.

Proposed 1789 Dodge is very close to a **current Essex Community Development: The Preserve at Glen Meadow**. I didn't even know this was going in until I saw the sign. This has 29 patio homes scheduled on 15.5 Acres. Again, assuming 2 cars per house, **there will be 58 cars exiting directly onto Dodge**.

There is another Essex Development on Heim (.2 miles from Hopkins). **Fairwood Estates** will have 24 two-story and ranch homes on 7 acres. **Miller's Crossing** (1.3 miles from my house) at 284 New Road is 82 homes.

The traffic will be horrendous. Sometimes I now wait for 10 cars to go by before I can get out of my driveway onto Dodge.

And my next concern is how a developer can manipulate zoning ordinances to be changed. I was told repeatedly that I could not build another house on my property due to the ordinances. It's my property, I have 1.29 acres and I cannot build one family home behind me? **But a developer, who doesn't live on the property can put up 17 homes on 6.7 acres for profit?** Additionally, Proposed 1789 Dodge is designated wetlands.

These three existing developments will create a great deal of congestion (about 270 cars). We have no say in that; it's a done deal. Dodge Road is a cut through from N. French *all the way to N. Forest*

But to put in a fourth development at 1789 Dodge. What are you thinking? When is **Enough**? *enough*. Our quality of life is going to be impacted and not for the better. It breaks my heart that our rural homes, our neighborhood *our sanctuary* is being turned into subdivisions for profit.

I implore you to vote down 1789. Thank you.

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Carrato, Amy

From: Ken Montz <kpmontz@msn.com>
Sent: Thursday, September 23, 2021 1:18 PM
To: Carrato, Amy
Subject: Rezoning 1789 Dodge

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.

If you're living on Dodge now, you're all too aware of allowing this disruption in this neighborhood. The truck traffic and construction I've been listening to all summer from a previous rezoning here at 1965 Dodge is really avoided by stopping the rezoning. You're affecting us all for years to come with the house building that comes with it. Following our Zoning is protecting this neighborhood. On behalf of the residents of Dodge rd I would like to stop thinking about and hearing these issues. Let some of us retire and return to our peaceful neighborhood, as many of you do.

Kenneth Montz
Sent from my iPhone

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Carrato, Amy

From: Barbara Makuch <barbaramakuch007@gmail.com>
Sent: Wednesday, September 22, 2021 12:39 PM
To: Carrato, Amy
Subject: Opposition to Request to Rezone 1789 dodge road
Attachments: cid7F7CAB15-CB44-45F6-987C-BD2B621C9511.pdf

CAUTION: This email originated from outside of the organization.
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Sent from my iPad

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

To
Town Supervisor Kulpa
members of the Town of Amherst board
Head of the planning board
Members of the planning board

I am writing in opposition to the proposed development of 1789 Dodge Road. I have been a resident of this town for more than thirty years, and have enjoyed the benefits of living in this area of town, and its rural nature. I only recently heard of this new development. I missed being able to comment on the previous development by Essex homes, which should never have been approved. Dodge road is a rural two lane road, not equipped to handle any more traffic. It is difficult now to try to leave my subdivision during certain hours, but if there is new development, it will be near impossible to get out. In addition, cars may try to shortcut through our neighborhood to avoid the log jam further up the road. Our children will be at risk, as will bicycle riders and walkers.

Perhaps we need to put a moratorium on building new developments without a true master plan that is in the immediate future. The development off Casey road has shown how builders make more use of small plots of land with no regard to the impact it has in the area. Homes on top of one another, wildlife driven out, trees cut down, and the beauty of our area is seriously diminished. I am pleased that this subdivision has been denied in the past, and hope that you will deny once more.

Simply because there will be more buildings does not mean our taxes will go down. We need to consider all things within the infrastructure of the town of Amherst, and there certainly needs to be more transparency when it comes to new development.

I believe that Amherst taxpayers deserve to be informed, to be heard, and for the people who work for us be accountable for their actions.

Thank you.

Barbara Makuch

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Carrato, Amy

From: mamamed03 <mamamed03@aol.com>
Sent: Wednesday, September 22, 2021 1:06 PM
To: Carrato, Amy
Subject: 1789 Dodge Rd.

CAUTION: This email originated from outside of the organization.

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Hello,

This is Merja Kenola. I live at 1800 Dodge Rd. and I very strongly oppose a subdivision being proposed directly across the street from me. It just does not belong there. Period. I understand every town needs to generate revenue but at what cost? We are losing so much green space around here and frankly I find it so upsetting. The idea of tearing down that lovely 100 year old house is also very upsetting. I can understand adding maybe two or three houses to that property so that the concept of having a natural park like setting is maintained. What Mr. Rubino is proposing is ridiculous and I will never support it!

Thank you for your time and consideration.

[Sent from the all new AOL app for iOS](#)

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Carrato, Amy

From: Joanna Pitz <pitzjoanna@gmail.com>
Sent: Wednesday, September 22, 2021 10:40 PM
To: Carrato, Amy
Subject: 1789 Dodge Rd

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.

To the members of the board,
 I am Joanna Pitz and I have lived at 1815 Dodge Rd since I married My husband. He was proud to bring me to the home that has been in the family since 1953.
 It's very different from the neighborhood I came from in Lancaster where yards are the size of postage stamps and there are people everywhere.
 My neighborhood now has space and privacy and nature. The first year I was here I kept track of a dear mother and her two foals as they grew right in my backyard. There are also turkeys and other woodland creatures.
 I'm delighted to make this my home that will be passed down to the next generation.
 What makes me upset is that my neighborhood might be changed forever by the proposed subdivision right next door. I have let my husband do all of the talking, but my point of view is important too.
 The newest version of the proposal is for 15 homes and a new street to be built next door in this quaint rural neighborhood. Almost half of which would have postage stamp backyards facing my house and yard. This does not fit in this neighborhood. The traffic, noise, light, and more would make our neighborhood into a cookie cutter suburban area instead of the place I've adopted as my forever home.
 I get the feeling of being in the country and I still have everything I need a close drive away. This is the spirit of the neighborhood. As a resident and adjacent land owner I would consider it a tragedy if the proposed rezoning was passed.
 Please think about the residents of Amherst and especially those on Dodge Rd when you vote.

Joanna Pitz

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Carrato, Amy

From: Janie Sparks <janie.sparks@ctg.com>
Sent: Thursday, September 23, 2021 9:09 AM
To: Carrato, Amy; janiesparks1990@gmail.com
Subject: Opposition to planned rezoning 1789 Dodge Rd East Amherst

Importance: High

CAUTION: This email originated from outside of the organization.

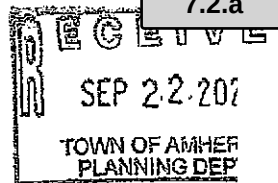
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

I am sorry this email is late but I would like to voice our opposition to the planned rezoning of 1789 Dodge Rd. I (Mary Jane Sparks) and my brother (Thomas Heim) reside at 1990 Dodge Rd. (the corner of Dodge and North French Rds.). We have seen and experienced the increased traffic in our area. The construction vehicles alone for the other subdivision just down from 1789 Dodge are horrendous. I cannot imagine the increase of new home owners traffic once construction is completed. And now another subdivision is being considered. We live on top of the signal at Dodge and North French and the accidents and near misses at the intersection are numerous. Additional traffic will only expiate the current situation. Please do not allow this plan to go through. My brother, Thomas Heim, and I have resided here for almost 70 years and the changes we have seen throughout our lifetimes are sometimes very upsetting. We do not need more overcrowded roadways in the Town of Amherst. I wish that I could be online for the web meeting but have another commitment for this evening. Thank you for listening.

Mary Jane Sparks
janiesparks1990@gmail.com

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Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)



Marlene C. Wagner Sept 19, 2021
 1789 Dodge Rd. PO Box 561
 East Amherst, N.Y. 14051

Re: 1789 Dodge Rd [2020-15] Town of Amherst
 Proposed Residential Subdivision

Concern of ~~15~~ homes on 6.7 acres
 which will add approximately 130 cars
 to our current traffic.

There will be 3 roads off Dodge Rd.
 in a very short distance starting with
 Cacey Road, new development of 29 homes,
 Buena Vista Rd, the new development on
 Dodge Rd of 15 homes just before the
 school, next French Rd.

this is a short distance for all these
 cars etc. traffic now is heavy with
 the near by schools so close in the
 area.

Please understand our situation.
 the addition of 29 homes adding approx -
 58 more cars.

Sincerely
 Marlene Wagner

P.S. I did not receive the last two
 letters from the Town of Amherst.

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Carrato, Amy

From: Carrato, Amy
Sent: Wednesday, September 22, 2021 9:40 AM
To: Howard, Dan; Ulatowski, Daniel; Rappoccio, Roberta; Marshall, Scott; Voigt, Thomas J.
Subject: FW: Permit for M3 at 1789 Dodge Road

[See below regarding Z-2020-15, 1789 Dodge Road](#)

[I will forward to the Board](#)

From: Nick Rockwell
Sent: Wednesday, September 22, 2021 8:48 AM
To: Carrato, Amy
Subject: Permit for M3 at 1789 Dodge Road

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.

Dear Amherst Planning Board

I am writing to you in regards to the request to rezone 6.7 acres of land at 1789 Dodge Road from SA to M3. My wife, Lisa, and I live next to this property with our two children. Changes to this property will have a significant impact on our family's quality of life. We ask that you please consider our words before deciding on your vote at the upcoming Amherst Planning Meeting on September 23rd. It is our intent that the planning board joins us in opposing the rezoning to R-3 because it is inconsistent with the Dodge Road community. If the instead board approved, zoning that required 100 feet of frontage (R1, I think), any residences developed there would be able to remain consistent with the neighborhood we have grown to love.

We moved to the Dodge Road community 6 years ago from Buffalo. In Buffalo we enjoyed living in close proximity to many of our neighbors, though we grew to feel confined by the close proximity of so many neighbors. We started to dream of a day when we could purchase a home that would allow us the space to live our best lives with our neighbors at a comfortable distance. After years of hard work and frugal living we could afford the home we dreamed of, and we found it here in the Dodge Road Community in East Amherst. Here we have enjoyed living the quiet suburban lifestyle that exists here. We have enjoyed interacting with our neighbors, who all live far enough from us that our lifestyle needn't impede on them and their lifestyle needn't impede on us. We have the space and privacy to create a garden that suits our tastes, and we don't have to worry about interfering with our neighbors' enjoyment of their lives as we enjoy our lives on our private property. And because our neighbors live on more than an acre of property their enjoyment of their best lives doesn't impact us. Buying a house in a suburban-agricultural zone was a major selling point for our home, which we have considered to be our forever home.

As our forever home we have invested significantly in our property, which would be a huge barrier to us being able to move another area that would allow us to regain our version of the American Dream. For us, the prospect of relocating would be devastating, and not only for financial reasons. Yes, we have invested a significant amount of money, but we have also poured our time, sweat and love into developing our property. We have planted trees, shrubs

and perennial plants here, some of which were given to us as gifts. To us our garden isn't just decoration, it is our oasis.

If the R-4 permit is approved and Mr Rubino is able to build 15 homes 20 feet from us we will lose almost all of the charms that brought us to this community. This project will result in 8 new properties, with 8 new families living along our nearly 900 foot long property.

Because these small lots, which average 9,208 square feet, are incompatible with our property, which is 1.67 acres, it would convert our property into something completely different than what we purchased 6 years ago. However, if zoning for 100+ feet of frontage was approved, instead it would result in one new residence being build next to us and one new family living along our property. Approving the R1 zone would result in a major invasion of our way of life. We know that you don't have any more control over what Mr. Rubino applies for than we do, but approving a permit that only allowed for a single property along our property line would help us maintain our quality of life while also maintaining the integrity of our neighborhood as the suburban-agricultural community that we value.

We are also concerned for yet another construction project that will impact yet more summers of our children's lives. We are concerned for the pesticides that these 15 new residents will likely use in their gardens, and the impact it will have on the local flora and fauna. We are concerned about the impact to traffic on a road that pedestrians use to commute to school and for recreation. We are concerned about the destruction of further wildlife habitats, driving out native residents. And we feel like families like ours are being driven out of East Amherst.

I thank you for reading our words. I would like to share a special thank you for the board members who *heard* us and stood with us at the first Planning Board Meeting on April 15th, 2021. We would also like to thank the board members who stood with us at the meeting in June. You really listened to our community's needs and stood with your constituents. We value you. Thank you for listening with open minds and compassion. To the two board members who voted to approve the MFR-4A zone at prior meetings, we sincerely hope that you keep your hearts and minds open to the needs of our community and reconsider where you will place your support after you have another opportunity to hear our voices.

Warm wishes,

Nick & Lisa Rockwell
1765 Dodge Road
East Amherst, NY 14051

Sent from my iPhone

Carrato, Amy

From: Carrato, Amy
Sent: Tuesday, September 21, 2021 8:33 AM
To: Howard, Dan; Ulatowski, Daniel; Rappoccio, Roberta; Marshall, Scott; Voigt, Thomas J.
Subject: FW: planning board meeting

See email below regarding Z-2020-15, 1789 Dodge Road

I will forward to the Board

From: wp454@bluefrog.com
Sent: Monday, September 20, 2021 8:06 PM
To: Carrato, Amy
Subject: planning board meeting

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.

Hello,

I am sending to let you know I William Pitz at 1815 Dodge Rd. I am still the Neighborhood spokesperson. Also to let you know we the residents of Dodge rd still very much oppose this rezoning of 1789 Dodge rd. As we have offered a alternative to this rezoning. We still ask that you would only consider R1 with a min of 100' lots on Dodge Rd. This would allow the building of 4 homes that would be neighborhood friendly.

Thank you for your time,

William G Pitz

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Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Carrato, Amy

From: wp454@bluefrog.com
Sent: Monday, September 20, 2021 8:06 PM
To: Carrato, Amy
Subject: planning board meeting

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Hello,

I am sending to let you know I William Pitz at 1815 Dodge Rd. I am still the Neighborhood spokesperson. Also to let you know we the residents of Dodge rd still very much oppose this rezoning of 1789 Dodge rd. As we have offered a alternative to this rezoning. We still ask that you would only consider R1 with a min of 100' lots on Dodge Rd. This would allow the building of 4 homes that would be neighborhood friendly.

Thank you for your time,

William G Pitz

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Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Carrato, Amy

From: Carrato, Amy
Sent: Monday, September 20, 2021 4:29 PM
To: Dan Howard; Ulatowski, Daniel; Rappoccio, Roberta; Marshall, Scott; Voigt, Thomas J.
Subject: FW: Planning Board Meeting 9/23 1789 Dodge Rd

[See email below regarding Z-2020-15, 1789 Dodge Road.](#)

[I will forward to the board](#)

From: Andrew Godell
Sent: Monday, September 20, 2021 3:56 PM
To: Carrato, Amy
Subject: Planning Board Meeting 9/23 1789 Dodge Rd

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.

To: Planning Board

In regards to the upcoming Planning Board meeting on September 23, I would like to submit comments in regards to Amend Request to Rezone 6.7 acres of land located at 1789 Dodge Road.

I currently live at 189 Shellridge Dr, and my children utilize Dodge Road to walk to school at Casey Middle. I feel that this rezoning will increase traffic and increase the risk to children who are walking to the three school's in the area (Dodge, Casey and North). I feel that before rezoning can be considered, improvements to Dodge Road are required. Particularly pedestrian friendly enhancements such as sidewalks between N French and Casey and crosswalks at the intersection of Dodge and Casey. Without these enhancements, rezoning should not be considered.

Regards,
Andrew Godell
189 SHellridge Dr, East Amherst, NY 14051

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Carrato, Amy

From: Cheryl Anastasia <clana1860@gmail.com>
Sent: Wednesday, September 15, 2021 1:12 PM
To: Carrato, Amy
Subject: Proposed rezoning at 1789 Dodge Road
Attachments: 1860 Dodge Road.pdf

CAUTION: This email originated from outside of the organization.

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My name is Cheryl Anastasia and I live at 1860 Dodge Road.

I could not be at the last meeting as ironically my car was totaled LEAVING MY DRIVEWAY June 8th and I was picking up a new vehicle during the meeting (Dodge Elementary was having a function and SUVs were blocking my view as they were parked right up to driveway apron.)

I am attaching my notes read by Sandy Mack.

I will be at her house with the next meeting Thursday 9-23-2021

Thank you.

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

As best as I can determine, the following is true (I used my end of the neighborhood up to 1789 Dodge):

The following developments have been approved and are in progress:

1695 Dodge	ESSEX DEVELOPMENT	32-unit patio homes	= 64 cars
284 New Road	MILLER'S CROSSING	85 new homes (2 story, ranch, patio)	= 170 cars

PROPOSED:

1789 Dodge (Joe Rubino rezone 6.7 acres) 17 homes

EXISTING:

1790 Dodge	Mack	1.22 acres	
1800 Dodge	Kenola	1.22 acres	
1810 Dodge		1 acre	
1820 Dodge		1 acre	
1830 Dodge		1.02 acres	
1840 Dodge	Gamel	1.18 acres	
1850 Dodge	Smith	1.10 acres	
1860 Dodge	Anastasia	1.29 acres	
1880 Dodge	Pearce	3+ acres	
1721 Dodge	Fiegl?	4.0 acres	
1815 Dodge	Pitz	4.0+ acres	
1825 Dodge		2.0+ acres	
1835 Dodge	Priebe	1.37 acres	
1845 Dodge	Schoenle	3+ acres	
1875 Dodge		3+ acres	
		29.40 acres	15 homes

As these are family homes, using a calculation of 3 per address = 45 people for 29.40 acres = .66 per acre per person; using a high calculation of 4 per address = .49 acre per person.

Proposed development of 2 per house = 34 people for 6.7 acres = .20 per acre per person

This development will change our neighborhood forever.

As these calculations suggest, the proposed development (and I am sure the homes will be beautiful but due to close proximity, will they stand the test of time? Our homes have.) does not provide the same space and therefore, does not keep the integrity and of our established neighborhood, which is why we moved here in the first place. The feeling of country...not congestion.

Truthfully, I am dreading the completion of the two new approved developments. It breaks my heart. Is progress always progressive?

Why are developers allowed to infiltrate established neighborhoods? Change zoning codes?

There's North French, Transit..... Oh, is it more expensive to purchase initially????? And, why is it always about money (more tax dollars, Planning Board?).

Respectfully submitted,

Cheryl Anastasia
1860 Dodge Road

Carrato, Amy

From: mjlsml_goherd@roadrunner.com
Sent: Wednesday, September 8, 2021 11:09 AM
To: Carrato, Amy
Subject: 1789 Dodge Road request to refine

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.

Dear Amherst Planning Board,

Please deny the request to rezone the property at 1789 Dodge Road. I am opposed to the request because I am highly concerned about the increase in traffic and noise along Dodge Road as a result of further development. The area and surrounding neighborhoods do not need or want a subdivision in addition to the The Essex Homes subdivision going in down the street on Dodge Road. In addition, the schools are already full of students, and building single family homes will only make the class sizes larger than they already are, which is not in the best interest of the children. Lastly, over developing the area is detrimental to the environment and wildlife. Please deny the request to rezone 1789 Dodge Road! It is not desired by surrounding residents, and would negatively impact our neighborhoods and streets!

Sincerely,

Shelley LaMonte

East Amherst resident since 2007

Sent from my iPhone

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Carrato, Amy

From: ken montz <kpmontz@gmail.com>
Sent: Wednesday, June 23, 2021 5:40 PM
To: Carrato, Amy
Subject: Rezoning on Dodge Road

CAUTION: This email originated from outside of the organization.
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• To the rezoning board,

As a concerned neighbor on Dodge, allowing this kind of unplanned and unwanted development just adds more confusion on an already troubled road. Having no consequence for actions leads to after the fact, for example, Transit rd. It does not fit, so instead of forcing it where it doesn't fit, find a place where it will. Also, what they did down the street is absolutely disgusting selling out to developers.

Thank you,
Ken

Sent from my iPad

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Carrato, Amy

From: Sandy Mack <mack1790@gmail.com>
Sent: Tuesday, June 22, 2021 7:05 PM
To: Carrato, Amy
Subject: Rezoning of 1789 Dodge Road Email 7 of 7 Subdivision

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I have sent several pictures of the properties on Dodge Road showing the acreage we all own with only one home on it. I have also attached a picture of a subdivision. The proposal states there will be 2.54 homes per acre. It also states that the proposed subdivision will be harmonious to our neighborhood and will be in character with the surrounding properties. After looking at the picture of the subdivision, tell me how this will fit in our neighborhood! 90% of the residents are opposed to this!



Sandy Mack

Sent from [Mail](#) for Windows 10

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Carrato, Amy

From: Sandy Mack <mack1790@gmail.com>
Sent: Tuesday, June 22, 2021 6:57 PM
To: Carrato, Amy
Subject: Rezoning of 1789 Dodge Road Email 6 of 7 1945 Dodge Road

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Sent from [Mail](#) for Windows 10

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Carrato, Amy

From: Sandy Mack <mack1790@gmail.com>
Sent: Tuesday, June 22, 2021 6:57 PM
To: Carrato, Amy
Subject: Rezoning of 1789 Dodge Road Email 5 of 7 1860 Dodge Road

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.



Sent from [Mail](#) for Windows 10

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Carrato, Amy

From: Sandy Mack <mack1790@gmail.com>
Sent: Tuesday, June 22, 2021 6:56 PM
To: Carrato, Amy
Subject: Rezoning of 1789 Dodge Road Email 4 of 7 1820 Dodge Road

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Sent from [Mail](#) for Windows 10

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Carrato, Amy

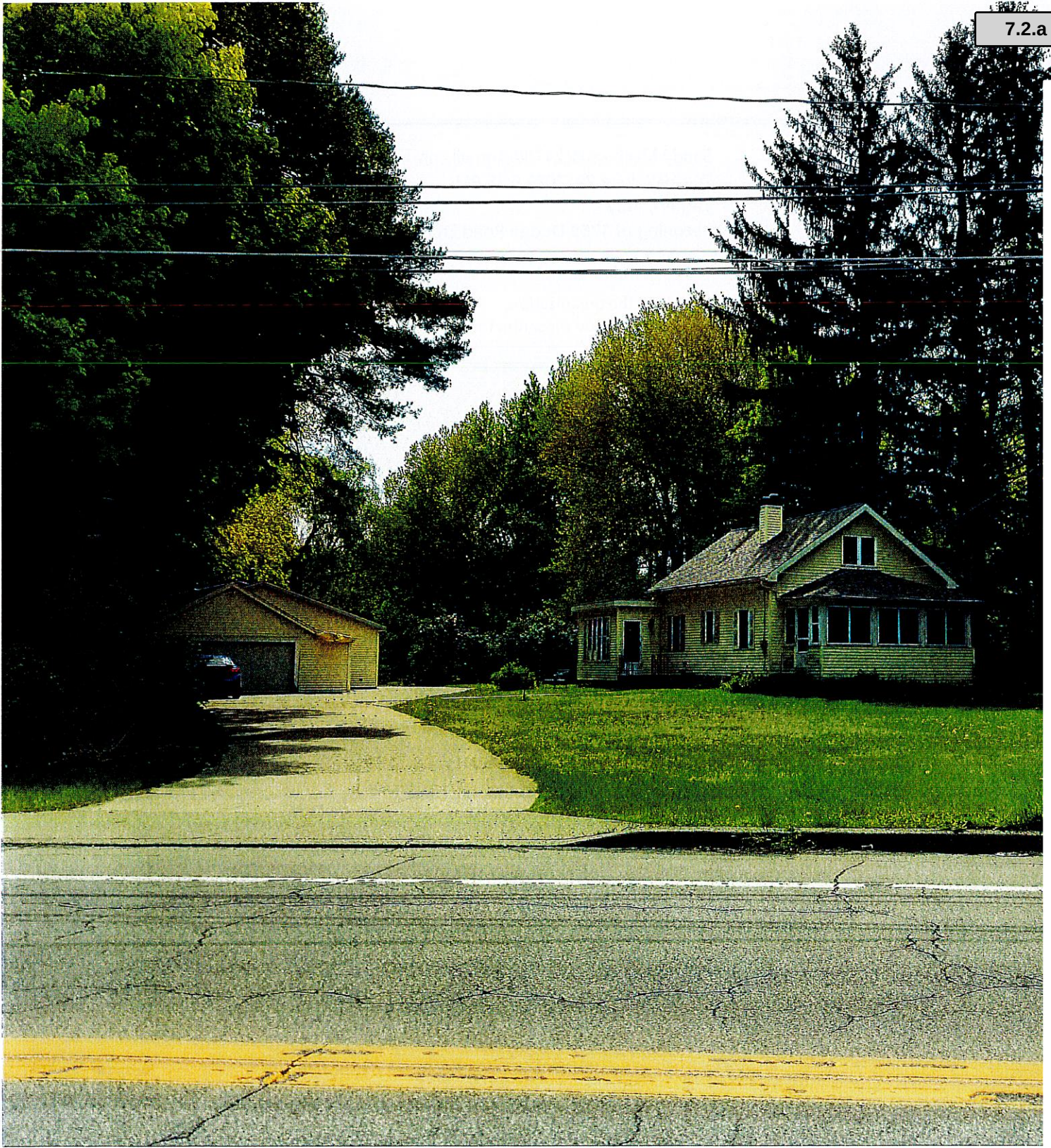
From: Sandy Mack <mack1790@gmail.com>
Sent: Tuesday, June 22, 2021 6:55 PM
To: Carrato, Amy
Subject: Rezoning of 1789 Dodge Road Email 2 of 7 1780 and 1790 Dodge Road

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Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)



Carrato, Amy

From: Sandy Mack <mack1790@gmail.com>
Sent: Tuesday, June 22, 2021 6:40 PM
To: Carrato, Amy
Subject: Rezoning of 1789 Dodge Road Email 1 of 7 1690 Dodge Road

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Sent from [Mail](#) for Windows 10

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Carrato, Amy

From: lionsdendjo <lionsdendjo@aol.com>
Sent: Friday, June 18, 2021 2:50 PM
To: Carrato, Amy
Subject: June 24, 2021 Planning Board Meeting concerning 1789 Dodge Rd.

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.

Dear Board,

We have been residents at 1970 Dodge Road for 44 years. We moved out here from a neighborhood in the Tonawandas because of the rural lifestyle that was available. All the properties around us are at least an acre or more, generally unfenced and (by respecting our own spaces) all good neighbors. All of the homes are much the same from Heim on down. Then you snuck the development in at the Fegal's property. We say "snuck" because we don't often travel south towards Heim and live more than 600 feet from the development, so therefore don't "qualify" for notification of the possible change and redevelopment proposal. This is another bone of contention because your reason for not notifying everyone on the road is that it only affects homes within this 600 foot radius.

We say "Nay, nay!" Changes to Dodge Road zoning affects traffic for all residents living on or near Dodge Road, especially those living near to the traffic lights at North French and Casey and Heim.

We would like to voice our FIRM DISAPPROVAL of the proposed rezoning of the 6,7+ acres of property at 1789 Dodge Rd. from SA to MFR-4A, Z-2020-15.

This change would highly increase the amount of traffic on the already congested Dodge Road.

We are two doors from the corner of North French Road and it's already very dangerous and difficult getting out of our driveway. With the back up at the red light it's close to impossible to pull out left toward North French. And PLEASE do not suggest that we head right toward Casey or Heim which is already backed up, especially during the school year.

We submit our DISAPPROVAL of this rezoning attempt and please notify us of ANY future attempts to change zoning on properties on OUR road and please respect our semi- rural lifestyle.

Sincerely yours,
 Daniel and Jennifer Ohar
 1970 Dodge Road
 East Amherst, NY 14051

Sent from my Galaxy j3 android

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Carrato, Amy

From: CJ Buscaglia <cjbuscaglia@hotmail.com>
Sent: Tuesday, March 9, 2021 9:28 AM
To: Carrato, Amy
Subject: Rezoning of 1789 Dodge Road

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.

In light of the delayed town hearing, I would like to add the following comments for review of the Board prior to next Thursday's hearing:

After more thoroughly reviewing the town comprehensive plan, the S-A zoning already meets the town's stated objective of single family residential zoning for the area. S-A zoning allows only for single family residential. There is no need to rezone to meet future town plans. Rezoning only meets the financial desires of the petitioners business interests, not my families quality of life or that of my neighbors.

If the petitioner alleges their proposed plan is in keeping with the current neighborhood character, I contend this is a false statement. The neighborhood of Dodge rd, especially amongst us lots who are zoned S-A, is many families who have been there for generations. All of us, no matter how long we've lived here, value the current rural character and feel of large lots and space amongst properties. No one in the neighborhood wants 17 houses crammed together near them, with the imminent complaints that come from suburban neighborhood life competing with rural and agricultural activities.

If, and only if, the town approves rezoning (which we disagree with first and foremost) we implore the town only approve an R-1 rezoning with the addition of only the appropriate amount of houses added to the street with Dodge rd addresses.

Also, if the petitioner alleges they are a member of the neighborhood, they are outright making false statements. A search of erie county property records reveals no Rubinos anywhere near our neighborhood, nor have any of us in the neighborhood ever encountered him. See attached screenshot documenting this search.

Thanks!

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Carrato, Amy

From: CJ Buscaglia <CJBuscaglia@hotmail.com>
Sent: Thursday, February 4, 2021 9:23 PM
To: Carrato, Amy
Cc: Kristine Buscaglia
Subject: Rezoning of 1789 Dodge Road

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.

Regarding the proposed rezoning of 1789 Dodge rd from SA to R-3, I wish to make it known to the planning board and town board that we are against this rezoning. I live at 1875 Dodge rd with my wife and kids; as such, this rezoning directly impacts our lives and future existence in the neighborhood as residents and small farm owners.

We moved to this property in 2017 specifically because it is zoned S-A and we wished to engage in agricultural activities. Since then, we have grown a small, organic practices based farm through regenerative and sustainable practices. Adding another development so close by impacts our agricultural activities thorough increased wildlife pressure from the decreased habitat so close to our property. Deer continue to eat our crops and ruin our orchard, and predator pressure threatens my livestock daily. Removing 7 acres of habitat adjacent to my property will have a very negative affect on my agricultural operations and financial viability in agriculture.

Furthermore, continued development in the area, without swift and preemptive improvements, impede current and future residents ability to enjoy the benefits of suburban life. Necessary improvements include, but are not limited to, sidewalks, school speed zones, crosswalks, traffic signals and controls, etc. Increased population means increased danger to pedestrians and motorists alike. If this development is approved, it is imperative the town takes ownership and leadership in providing improved quality of life enhancements and compels the developer to take responsibility for providing these improvements as well. The improvements along Casey rd are an example of making the increased suburban sprawl more connected and accessible to all residents.

Clearly, developers have no true interest in my neighborhood. Their kids don't have to cross Dodge to go to the playground and bike the road (because we have no sidewalks) to get to nearby parks and playgrounds. Nor do they have to deal with the increased traffic, noise and pollution that comes from construction and then adding hundreds more people to the area. Compel them at least financially to take interest in the area if they are going to permanently change the landscape and character of it.

I can be reached at this email or my cell phone 716-982-2219 for follow up questions, concerns or clarification.

Thank you

CJ Buscaglia

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Carrato, Amy

From: Sandy Mack <mack1790@gmail.com>
Sent: Tuesday, April 13, 2021 7:16 PM
To: Carrato, Amy; William Pitz
Subject: Rezoning of 1789 Dodge Road
Attachments: Petition for 1789 Dodge Rd.pdf

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.

Attached are petitions signed by the residents of Dodge road between N. French and Casey opposing the rezoning of 1789 Dodge road to a residential property with the development of a 17 single family home subdivision. There are 40 homes on this stretch of Dodge road and 90% of the residents are opposed to this rezoning as evidenced by the attached signatures. These signatures also represent the residents who were opposed to the rezoning of the 32 lot subdivision down the road but their voices apparently fell on deaf ears. We do not want any more people nor any more traffic in our neighborhood. We like it the way it is! We are not opposed to growth in Amherst – just not in our neighborhood! There is already too much traffic on this part of Dodge because of the 3 schools on both ends of the road all within a mile of each other.

When canvassing our neighborhood with the petition, some of the residents comments were as follows: 1) Many said they can't get out of their driveways even now without any additional roads tapping into this section of Dodge. We already have Casey & Brenridge connecting into our road. One resident said she has gone to the extreme of making her husband stand in the road to stop traffic. Just recently one of our residents was trying to get out of her driveway when a car ran the red light at Casey and totaled her vehicle. Luckily, she was not seriously hurt. 2) I also heard about the backup of traffic down by Dodge Elementary when school is let out, caused by people picking up their kids. Again, this makes it impossible for some of our residents to get in or out of their driveways. 3) Now there is a "church" in our neighborhood which has cars parked along the road on Sundays and Wednesdays which creates another unsafe condition. The people who attend this "church" have even parked illegally on other people's property. 4) We were here first and we like the neighborhood the way it is! If we wanted to live in a city-like environment we would move to Buffalo.

Even though there is a pandemic going on, we still have a large volume of traffic. We do not need 2 more roads with subdivisions tapping into our section of Dodge road. These subdivisions will create almost 100 more vehicles on an already heavily traveled section of road. If this subdivision gets approved, along with the other one down the road, that means that within 1600 feet there will be 4 roads tapping into Dodge along with 17 driveways. All of this within 3/10 of a mile! With more people in this area, there will probably be more kids walking to school. We need to consider all of these concerns and the safety of our residents and the children before someone gets killed!

Our section of Dodge between Casey and N. French has many residents who have lived here for many years. Some of us are multi-generational families who have lived here for decades and have supported the town all these years. Our families chose this town and area because of its country-like setting. It was peaceful and tranquil with plenty of land and not a lot of people. The proposal for the rezoning of 1789 Dodge road states that the subdivision will not result in the overcrowding of land. The density of the project will be 2.53 homes per acre. This is NOT consistent with the current residences! Almost all of us own an acre or more of land with only 1 house on it. It also states it will be aesthetically harmonious with nearby areas and structures. Again, this is a lie! How can you say this is not overcrowding of land and similar to our neighborhood when we only have 1 home on an acre of land? We also have neighbors who recently moved into our neighborhood because they wanted to live in the country. Another neighbor stated they moved out here to get away from the city life and if this subdivision gets approved they may be forced to move. We currently have a small farm on our part of Dodge road with livestock and fresh produce. It is so nice to be able to walk down the road to buy these fruits and vegetables. With so much more additional traffic we will be putting our own lives in jeopardy to do this. The proposal also says the subdivision conforms to the nearby properties and the character of the neighborhood. It

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

states there are numerous residential subdivisions in the vicinity of the project site. This is a lie! We currently have only 1 subdivision, namely Brenridge in the immediate area. With 2 additional subdivisions to be added to this section of Dodge road we will no longer have our peaceful, country-like setting. Many of the people who signed these petitions mentioned they might just have to move out of the area. When asked if they wanted to sign it, many people stated they would but it probably wouldn't do any good since their voices were not heard when the subdivision down the road got approved. One resident was so upset about that rezoning she was actually crying and refused to sign it stating it would not make a difference. Many of the people said they were tired of fighting the town over these. It is sad to think that our town officials who we elected have not taken the current resident's concerns into account when making these decisions. We are the people who have supported this town! Your decisions to side with the developers, even though 90% of the current residents are opposed to this, in an effort to increase your pocketbooks, says a lot about the Town of Amherst and the people who we elected. Maybe it is time we, the residents moved on!

Sincerely,
Sandra A. Mack
1790 Dodge Road
Sent from Mail for Windows 10

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

We, the undersigned, oppose the rezoning of 1789 Dodge Road from agricultural SA to residential ☒ with the purpose of developing a 17 lot single family home subdivision.

DATE	NAME	ADDRESS	SIGNATURE
3-3-21	William G Pitz	1815 Dodge Rd	William G Pitz
3-4-21	Ellie Ferraluna	1820 Dodge Rd	Ellie Ferraluna
3/5/21	Nicholas Rockwell	1765 Dodge Rd	Nicholas Rockwell
3-5-21	Mark Rusiansky	1825 Dodge Rd	Mark Rusiansky
3/6/21	Matthew Grinnel	1840 Dodge Rd	Matthew Grinnel
3/6/21	Trina Schaefer	1845 Dodge Rd	Trina Schaefer
3/6/21	CS Buscaglia	1875 Dodge Rd	CS Buscaglia
3/6/21	Jennifer Char	1970 Dodge Rd	Jennifer Char
3/6/21	Ray Kaiser	1940 Dodge Rd	Ray Kaiser
3/6/21	Adam Curcio	1745 Dodge Rd	Adam Curcio
3/6/21	Dennis Krazen	1668 Dodge Rd	Dennis Krazen
3/6/21	Jennifer Diodato	1675 Dodge Rd	Jennifer Diodato
3/6/21	Craig May	1655 Dodge Rd	Craig May
3/6/21	Shauna Macy	1685 Dodge Rd	Shauna Macy
3-8-21	Amy LePond	1945 Dodge Rd	Amy LePond
3-13-21	David J. Priebe	1835 Dodge Rd	David Priebe
3-13-21	Ken Priebe	1765 Dodge Rd	Ken Priebe
3-13-21	Mary Jane Sparks	1790 Dodge Rd	Mary Jane Sparks

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Carrato, Amy

From: Cheryl Anastasia <clana1860@gmail.com>
Sent: Friday, April 16, 2021 7:58 AM
To: Carrato, Amy
Subject: Planning Board Meeting last night

CAUTION: This email originated from outside of the organization.

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I was on Zoom from 6:00 - 8:35ish. In fact, I was the one who had a question but was nudged gently into the actual meeting at 6:30. Funny, I got through then but could not after hitting *9 on my phone.

I heard Mr. Pitts, Carol Mack and the neighbor who plants vegetables (and the coyotes). I was unable to express my concerns and then whatever I did, disconnected the meeting. I am really not computer savvy (my granddaughter set it up).

I applaud the fact the Town is honoring the wetlands. (In fact, my property was originally 3+ acres and was going to be developed but could not due to the wetlands).

What I am dismayed at is the fact the town is not honoring its property owners and is willing to change the zoning ordinance to accommodate a developer. Poor Mr. Pitts: he will now have seven neighbors at his side.

Would any of you want to go from a rural setting you chose to having seven neighbors at your side. Berm or no berm...

This is what I would have said. Thank you

Cheryl Anastasia
 1860 Dodge Road

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Carrato, Amy

From: wp454@bluefrog.com
Sent: Thursday, April 15, 2021 10:39 PM
To: Carrato, Amy
Subject: 1789 Dodge Rd.

CAUTION: This email originated from outside of the organization.

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I would like to know what the next step is. Mr Gilmour and Mr Giuliani wanted to approve this and the other 3 wanted to do the right thing and deny it. So they adjourned it. I would like to know there reasoning behind the wrong vote they made? How do we get them to see our point of view?

Thank you

William Pitz
1815 Dodge Rd
716-998-8864

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Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Carrato, Amy

From: Cheryl Anastasia <clana1860@gmail.com>
Sent: Wednesday, April 14, 2021 9:23 AM
To: Carrato, Amy
Subject: Request to Rezone (Joe Rubino, Petitioner)

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.

First I would like to start by saying I work for construction companies for most of my life and understand developers. I do believe Mr. Rubino, as a developer, is trying to address concerns of nearby landowners by revising drawings and creating green spaces.

My concern is the traffic that 17 properties (at least 34 cars) will create. Go onto Casey and (the now stoplight) at Youngs: the area is beautiful but the traffic is horrendous.

Sometimes I wait for ten cars before I leave my driveway. It will now be much worse.

I have been here at 1860 Dodge since 2000 and moved here because of the agricultural, country setting. In fact I was advised at closing I could never put another house behind mine (although I have 1.29 acres) due to zoning.

Little did I know I could have the law changed to suit my needs.

I am, therefore, not pleased with this development and am voicing my disapproval. I have Zoom all set on my computer ready for the meeting (and am hopeful it will work)

Thank you for hearing my concerns.

Cheryl Anastasia
 1860 Dodge Road
 716 471-1155

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Carrato, Amy

From: wp454@bluefrog.com
Sent: Thursday, April 1, 2021 5:39 PM
To: josephrubino@howardhanna.com
Cc: Carrato, Amy
Subject: 1789 Dodge Rd.

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.

Mr Rubino,

Your letter dated March 11, 2021 you said "I anticipate that I will be in a position to provide another project update letter prior to the end of the month" . Well here we are in April and No update letter?

I now get a letter from the Town Of Amherst regarding your request to go from SA to MFR-4A. I look at the plan on the town web site and I see what looks to be a 20' permanent open space in the drawings. So the open space you have added how will the owners not just take that over thus there is no buffer? Who will take care of this space? What is this Zone you are requesting MFR-4A?

Why cant you divide this property in to 4 100' wide lots and build 4 homes with Dodge rd Addresses? Homes that would be Neighborhood friendly as we have now?

I understand you just want to rape our road, our privacy and move on to the next one. You would still make a profit and leave the integrity of our homes and family's that have been here for generations. My family have lived in our home for 68 years that is 3 generations of Pitz's in one place.

Concerned Home Owner

William G Pitz

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Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Carrato, Amy

From: wp454@bluefrog.com
Sent: Thursday, April 1, 2021 6:16 PM
To: Carrato, Amy
Subject: 1789 Dodge Rd Rezone

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.

Hello,

I Do NOT want Multifamily houses built next to me!! Mr Rubino Wants to take our neighborhood and destroy our way of living. This section of Dodge Rd has family's that have been living in this town for 20,30,40,68 plus years. We should have the right to live as we have been. Our voices should carry some weight in how we live. If we wanted to live in a city with houses on top of us we would sell our beautiful homes and move into the village or city!! You the town of Amherst do not need to build every square inch of this town with houses. This property in question should be rezoned from SA to R-1 only. This fits our road and will not add to the already busy road we have now.

William G Pitz
 1815 Dodge Rd
 3rd Generation family member

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Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Carrato, Amy

From: Carrato, Amy
Sent: Wednesday, March 10, 2021 10:02 AM
To: Howard, Dan; Kost, Ellen; Marshall, Scott; Rappoccio, Roberta; Ulatowski, Daniel; Voigt, Thomas J.; Quinn, James
Subject: FW: Rezoning of 1789 Dodge Road

Please see email below regarding Z-2020-15, 1789 Dodge Road.

I will forward to the Planning Board.

From: CJ Buscaglia [mailto:cjbuscaglia@hotmail.com]
Sent: Tuesday, March 09, 2021 9:28 AM
To: Carrato, Amy
Subject: Rezoning of 1789 Dodge Road

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.

In light of the delayed town hearing, I would like to add the following comments for review of the Board prior to next Thursday's hearing:

After more thoroughly reviewing the town comprehensive plan, the S-A zoning already meets the town's stated objective of single family residential zoning for the area. S-A zoning allows only for single family residential. There is no need to rezone to meet future town plans. Rezoning only meets the financial desires of the petitioners business interests, not my families quality of life or that of my neighbors.

If the petitioner alleges their proposed plan is in keeping with the current neighborhood character, I contend this is a false statement. The neighborhood of Dodge rd, especially amongst us lots who are zoned S-A, is many families who have been there for generations. All of us, no matter how long we've lived here, value the current rural character and feel of large lots and space amongst properties. No one in the neighborhood wants 17 houses crammed together near them, with the imminent complaints that come from suburban neighborhood life competing with rural and agricultural activities.

If, and only if, the town approves rezoning (which we disagree with first and foremost) we implore the town only approve an R-1 rezoning with the addition of only the appropriate amount of houses added to the street with Dodge rd addresses.

Also, if the petitioner alleges they are a member of the neighborhood, they are outright making false statements. A search of erie county property records reveals no Rubinos anywhere near our neighborhood, nor have any of us in the neighborhood ever encountered him. See attached screenshot documenting this search.

Thanks!

From: Carrato, Amy <acarrato@amherst.ny.us>
Sent: Friday, February 5, 2021, 14:50
To: 'CJ Buscaglia'
Cc: Kristine Buscaglia
Subject: RE: Rezoning of 1789 Dodge Road

Your comments will be shared with the Planning Board.
 Thanks,
 Amy Carrato

NOTE: The Town of Amherst Planning Department is currently operating under contingency conditions in accordance with Town guidance. Please visit the Town Website at: <http://www.amherst.ny.us/index.php> for updated information.

Amy Carrato, Senior Clerk Typist
 Town of Amherst Planning Department
 5583 Main Street
 Williamsville, NY 14221
 (716) 631-7051

From: CJ Buscaglia [<mailto:CJBuscaglia@hotmail.com>]
Sent: Thursday, February 04, 2021 9:23 PM
To: Carrato, Amy <acarrato@amherst.ny.us>
Cc: Kristine Buscaglia <kristinesokolowski@hotmail.com>
Subject: Rezoning of 1789 Dodge Road

CAUTION: This email originated from outside of the organization.

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Regarding the proposed rezoning of 1789 Dodge rd from SA to R-3, I wish to make it known to the planning board and town board that we are against this rezoning. I live at 1875 Dodge rd with my wife and kids; as such, this rezoning directly impacts our lives and future existence in the neighborhood as residents and small farm owners.

We moved to this property in 2017 specifically because it is zoned S-A and we wished to engage in agricultural activities. Since then, we have grown a small, organic practices based farm through regenerative and sustainable practices. Adding another development so close by impacts our agricultural activities through increased wildlife pressure from the decreased habitat so close to our property. Deer continue to eat our crops and ruin our orchard, and predator pressure threatens my livestock daily. Removing 7 acres of habitat adjacent to my property will have a very negative affect on my agricultural operations and financial viability in agriculture.

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Furthermore, continued development in the area, without swift and preemptive improvements, impede current and future residents ability to enjoy the benefits of suburban life. Necessary improvements include, but are not limited to, sidewalks, school speed zones, crosswalks, traffic signals and controls, etc. Increased population means increased danger to pedestrians and motorists alike. If this development is approved, it is imperative the town takes ownership and leadership in providing improved quality of life enhancements and compels the developer to take responsibility for providing these improvements as well. The improvements along Casey rd are an example of making the increased suburban sprawl more connected and accessible to all residents.

Clearly, developers have no true interest in my neighborhood. Their kids don't have to cross Dodge to go to the playground and bike the road (because we have no sidewalks) to get to nearby parks and playgrounds. Nor do they have to deal with the increased traffic, noise and pollution that comes from construction and then adding hundreds more people to the area. Compel them at least financially to take interest in the area if they are going to permanently change the landscape and character of it.

I can be reached at this email or my cell phone 716-982-2219 for follow up questions, concerns or clarification.

Thank you

CJ Buscaglia

Carrato, Amy

From: Annalisa Capaccio <animalisa26@gmail.com>
Sent: Thursday, February 18, 2021 7:58 PM
To: Carrato, Amy
Subject: Regarding rezoning of 1785 dodge road

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in the meeting tonight was supposed to be discussed about the rezoning of 1789 dodge road to build 16 new homes, and it ended before they even got to that point. Is there a reason they didn't feel the need to discuss this issue? Many of us have a lot of issues with this rezoning and want to be heard.

and if this is put to a later date will another letter be sent out with when to the residence around this parcel??

Annalisa Capaccio
1810 dodge road

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Carrato, Amy

From: Annalisa Capaccio <animalisa26@gmail.com>
Sent: Wednesday, February 17, 2021 7:20 PM
To: Carrato, Amy
Subject: regarding rezoning of dodge road 1789

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.

good evening,

I am calling in regards to the rezoning of 1789 dodge road. Currently there are 4 new developments in the works (including this pending 16 home build at 1979) within a 1 mile radius of this piece of land. I would like for you to seriously consider not only what this will do to our traffic, the load on our school system, the water run off but also what it will do to our property and taxes. We moved to this area because of the woods and the cozy feel of east amherst. The (builders) are doing nothing more than stuffing as many houses in this area to make a dollar with no consideration about the community that we have established. That lot at 1789 Dodge road has a beautiful home with amazing trees on it and it should stay a ONE RESIDENCE parcel. To stuff 16 homes on that 6 acre lot is nothing more than a money grab by the builders with NO consideration for those of us who already call this street home. You are pushing the rest of this community out because of all these new builds and the raising taxes you are pushing onto us.

Annalisa Capaccio

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Carrato, Amy

From: Howard, Dan
Sent: Friday, January 28, 2022 9:48 AM
To: Carrato, Amy
Subject: FW: 1789 Dodge Road
Attachments: 1860 Dodge 1-21-2022.pdf

From: Bucki, Debbie
Sent: Thursday, January 27, 2022 10:07 PM
To: Howard, Dan ; Ulatowski, Daniel
Subject: FW: 1789 Dodge Road

Good evening...
 I am forwarding on this email for your information and review.
 Sincerely,
 Deborah Bruch Bucki
 Amherst Councilmember

Sent via the Samsung Galaxy S10, an AT&T 5G Evolution capable smartphone

----- Original message -----

From: Cheryl Anastasia <clana1860@gmail.com>
Date: 1/21/22 1:53 PM (GMT-05:00)
To: "Kulpa, Brian J." <bkulpa@amherst.ny.us>, "Berger, Jacqueline" <jberger@amherst.ny.us>,
 "Bucki, Debbie" <dbucki@amherst.ny.us>, "Lavin, Shawn A." <slavin@amherst.ny.us>,
mzukala@amherst.ny.us, "Spoth, Francina" <fspoth@amherst.ny.us>
Subject: 1789 Dodge Road

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.

Dear Town Council Members:

I am attaching two e-mails re 1789 Dodge Road. I submitted more to the planning board but these two pretty well summarize my concerns and I do want you to read them.

Thank you for taking the time to read them and I am hopeful you will overturn the petition.

One last thing: on the three major developments near Dodge (1695 Dodge, 284 New Road, 775 Heim), they are advertised as convenient to thruway...Buffalo.... Us concerned residents didn't move here for convenience, we moved here for the country-like setting.

Again, thank you.

Cheryl Anastasia
1860 Dodge Road
East Amherst NY 14051

From: Happy Nancyfam [REDACTED]
Sent: Friday, February 18, 2022 9:42 AM
To: Bucki, Debbie <dbucki@amherst.ny.us>; bkupla@amherst.ny.us; Berger, Jacqueline <jberger@amherst.ny.us>; Lavin, Shawn A. <slavin@amherst.ny.us>; Szukala, Michael <mszukala@amherst.ny.us>; Spoth, Francina <fspoth@amherst.ny.us>; Cerra, Dawn <dcerra@amherst.ny.us>; [REDACTED] Carrato, Amy <acarrato@amherst.ny.us>
Subject: Town's Vision

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.

Dear Supervisor Kulpa and Town Board Members:

A few weeks ago I sent you an email regarding the rezoning of 1789 Dodge Rd. In that email I posted a few questions that I was hoping to get answers to. Putting the rezoning aside, I need those answers regarding the vision of Amherst.

You see, right now I live in North Carolina on a little over 5 acres of land with my nearest neighbor 1/4 of a mile away. I enjoy, as do others, the country setting and the privacy I have. I spent a month and a half up there this past summer scoping out the area, as I plan to retire up there in a few years. This coming summer, my goal is to choose an area where I want to retire. As I said in my last email, I have read the Bicentennial Comprehensive Plan at least twice, and I believe the town's Vision is to balance homesteads, businesses, and open spaces. Open spaces can include more than parks and trails. Homes with acreage can be considered open spaces. That's the type of town I wish to retire in. I need to know if the Town plans to continue allowing contractors to buy up every piece of available land and put in subdivisions? Will Amherst earn a nickname as the Town with the most subdivisions? After all, not everyone wants to live in a subdivision! I know I don't! I also don't want to live in an area where I am surrounded by them! If the BCP is the town's Vision, yet then becomes a misunderstood means for contractors to force subdivisions on everyone, perhaps I should look at Clarence or Akron. Is the future extension of Young's Rd. a reality to the Town or just a pipe dream of contractors? If so, how can a town, in their right mind, consider destroying wetlands and wildlife habitat all in the name of progress? Some times progress can come in the form of SAVING wildlife habitats and wetlands. How can citizens prevent contractors from buying up all the land to put in subdivisions? Does money talk and bs(common sense) walk?

I guess my questions are, what does the BCP really say about the Town? Is overcrowding (subdivisions) the aim of the Town? Is greed driving the thinking of the leaders in town or just the contractors? Can homeowners in any way refuse to sell to a contractor if they desire to do so? These are questions I have concerning my retirement plans. When I come up this summer should I be looking in a different town, one that believes some people want to live on land that doesn't include a neighbor that can reach out and shake hands with you through the windows? A town that stands up to contractors saying "enough is enough"!

Sorry for my ranting and the long email, but choosing the right place to retire is important to me. I've planned on moving to Amherst upon my retirement for several years now so I am quite interested in the town's BCP and future development. Amherst use to be a place people wanted to live because of it's country like setting and a place to raise a family with lots of room. I wonder if they still feel that way? I was looking at places to buy in Amherst and found around 25 or so, however , they were all in subdivisions or close proximity to one! Roads so congested you take

your own life in your hands trying to get out of your driveway or just walking. I know in a few of the meetings the topic of sidewalks came up. However, citizens don't want to be responsible for the upkeep of them. If someone slips on ice or the sidewalk gets a crack causing the person to fall, who gets sued? The homeowner! Sidewalks are not a solution, less subdivisions are the solution! I understand the Town wants to "keep up with the times" but subdivisions and sidewalks are not doing that! Let's keep Amherst a town people want to live and breath in! Not a town that is overcrowded and so much traffic you can't breath!! I want to retire back near where I grew up but the area is beginning to look like Buffalo or Niagara Falls! I look forward to hearing from you so I can make my retirement decisions when I come up this summer. Thank you for your service to the Town and all you do or trying to do!

Sincerely,
NancyFender

Carrato, Amy

From: Happy Nancyfam <nancyfender2@gmail.com>
Sent: Friday, February 18, 2022 9:42 AM
To: Bucki, Debbie; bkupla@amherst.ny.us; Berger, Jacqueline; Lavin, Shawn A.; Szukala, Michael; Spoth, Francina; Cerra, Dawn; mack1790@gmail.com; Carrato, Amy
Subject: Town's Vision

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.

Dear Supervisor Kulpa and Town Board Members:

A few weeks ago I sent you an email regarding the rezoning of 1789 Dodge Rd. In that email I posted a few questions that I was hoping to get answers to. Putting the rezoning aside, I need those answers regarding the vision of Amherst.

You see, right now I live in North Carolina on a little over 5 acres of land with my nearest neighbor 1/4 of a mile away. I enjoy, as do others, the country setting and the privacy I have.

I spent a month and a half up there this past summer scoping out the area, as I plan to retire up there in a few years. This coming summer, my goal is to choose an area where I want to retire. As I said in my last email, I have read the Bicentennial Comprehensive Plan at least twice, and I believe the town's Vision is to balance homesteads, businesses, and open spaces. Open spaces can include more than parks and trails. Homes with acreage can be considered open spaces. That's the type of town I wish to retire in. I need to know if the Town plans to continue allowing contractors to buy up every piece of available land and put in subdivisions? Will Amherst earn a nickname as the Town with the most subdivisions? After all, not everyone wants to live in a subdivision! I know I don't! I also don't want to live in an area where I am surrounded by them! If the BCP is the town's Vision, yet then becomes a misunderstood means for contractors to force subdivisions on everyone, perhaps I should look at Clarence or Akron.

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I guess my questions are, what does the BCP really say about the Town? Is overcrowding (subdivisions) the aim of the Town? Is greed driving the thinking of the leaders in town or just the contractors? Can homeowners in any way refuse to sell to a contractor if they desire to do so? These are questions I have concerning my retirement plans. When I come up this summer should I be looking in a different town, one that believes some people want to live on land that doesn't include a neighbor that can reach out and shake hands with you through the windows? A town that stands up to contractors saying "enough is enough"!

Sorry for my ranting and the long email, but choosing the right place to retire is important to me. I've planned on moving to Amherst upon my retirement for several years now so I am quite interested in the town's BCP and future development. Amherst use to be a place people wanted to live because of it's country like setting and a place to raise a family with lots of room. I wonder if they still feel that way? I was looking at places to buy in Amherst and found around 25 or so, however, they were all in subdivisions or close proximity to one! Roads so congested you take your own life in your hands trying to get out of your driveway or just walking. I know in a few of the meetings the topic of sidewalks came up. However, citizens don't want to be responsible for the upkeep of them. If someone slips on ice or the

sidewalk gets a crack causing the person to fall, who gets sued? The homeowner! Sidewalks are not a solution, less subdivisions are the solution! I understand the Town wants to "keep up with the times" but subdivisions and sidewalks are not doing that! Let's keep Amherst a town people want to live and breath in! Not a town that is overcrowded and so much traffic you can't breath!! I want to retire back near where I grew up but the area is beginning to look like Buffalo or Niagara Falls! I look forward to hearing from you so I can make my retirement decisions when I come up this summer. Thank you for your service to the Town and all you do or trying to do!

Sincerely,
NancyFender

Carrato, Amy

From: Howard, Dan
Sent: Friday, January 28, 2022 9:48 AM
To: Carrato, Amy
Subject: FW: Rezoning of 1789 Dodge Rd.

From: Bucki, Debbie
Sent: Thursday, January 27, 2022 10:06 PM
To: Howard, Dan ; Ulatowski, Daniel
Subject: FW: Rezoning of 1789 Dodge Rd.

Good evening...
 I am forwarding on this email for your information and review.
 Sincerely,
 Deborah Bruch Bucki
 Amherst Councilmember

Sent via the Samsung Galaxy S10, an AT&T 5G Evolution capable smartphone

----- Original message -----

From: Happy Nancyfam <nancyfender2@gmail.com>
 Date: 1/22/22 8:56 AM (GMT-05:00)
 To: bkupla@amherst.ny.us, "Berger, Jacqueline" <jberger@amherst.ny.us>, "Bucki, Debbie" <dbucki@amherst.ny.us>, "Lavin, Shawn A." <slavin@amherst.ny.us>, "Szukala, Michael" <mszukala@amherst.ny.us>, "Spoth, Francina" <fspoth@amherst.ny.us>, "Cerra, Dawn" <dcerra@amherst.ny.us>, mack1790@gmail.com
 Subject: Rezoning of 1789 Dodge Rd.

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.

My name is Nancy Fender(nee Mack). I grew up at 1790 Dodge Rd. and have followed closely all the proceedings on the proposed rezoning. I have a few questions and comments about this project. These are not questions that Mr. Hopkins nor Mr. Rubino can answer, but you can.

Mr. Hopkins/Mr. Rubino has used the fact that this new subdivision will be a stepping stone/benefit in the extension of Young's Rd. in the future and that it fits into the town's Bicentennial Comprehensive Plan. Is this extension something that is really in the works per town plans or just wishful thinking on Mr. Hopkins/Mr. Rubino's part? Also, is the future plans of the Town of Amherst to be nothing but subdivisions? I have read through your BCP several times and see nothing in it to support Mr. Hopkins/Mr. Rubino's proposed plan. However, I did find several spots where it refers to keeping farm

land as farmland! 6.7 acres may not be suitable for a large farm, but I do know that under the Farmland Preservation Act, a farm can be as small as a neighbor growing vegetables for their own use to someone who keeps bees or even runs a kennel. I also noted, that as the property sits right this moment it is zoned and could be used as a Bed & Breakfast. My question, does this project represent the future of the Town? Is that what the BCP is designed to mean?

Mr. Hopkins also stated, in every meeting, that the new subdivision going in down the road(he had a hand in that one too!) went in without opposition. Could this be because of the "within 600 feet" rule? When a project as large as a subdivision is being considered, don't you think that it effects more than just those living within 600 feet? Wouldn't it be better if those within 1/2 a mile in either direction be notified? After all, it effects them too! Is the Town of Amherst going to end up being nothing but subdivisions? How many will be enough?

I agree with board member Szukala that people want to live in Amherst, but what makes Mr. Hopkins/Mr. Rubino think that everyone wants to live in a subdivision with a HOA? I believe that Mr. Hopkins/Mr. Rubino have used false representations to gain what they want under the guise of the BCP. The Planning Board said it doesn't fit the BCP so what makes Mr. Hopkins/Mr. Rubino think it does? As I said, I've read it at least twice, and don't see where it fits. This property never went up on the market, so how does someone know that someone else would not have bought it for the purpose of a farm? Mr. Hopkins/Mr. Rubino stated that the property is not suitable for farming! I remember many a great crop coming from this land when I was young. Has something changed with the land? Maybe some of those people who want to move to Amherst want to move there so they can own some land and have more privacy than the city provides. Does the Town think about that before okaying subdivisions? Has Mr. Hopkins/Mr. Rubino thought about that? I think the only thing on their minds is money! I also think Mr. Hopkins is using subdivisions as a back door to gain part ownership in the Town of Amherst!! (Just my opinion based on his track record).

Mr. Hopkins/Mr. Rubino stated that he made attempts to talk with neighbors on several occasions. Well, I spent almost two months up at my sister's, last summer and he never once tried to speak with her when he was over at the project site. Twice we were sitting outside in her driveway and he never so much as waved let alone walk over to chat! He hid under the "due to COVID restrictions" making it difficult. Well I know many a conversation that took place with masks and social distancing.

I guess what I am getting at is that I hope this project doesn't get approved based on lies, excuses, and/or money! Four houses with 100 foot road frontage will fit in quite well with the neighborhood. Mr. Hopkins/Mr. Rubino would still be more than doubling his money. More houses just means more profit and I believe that is the only thing that Mr. Hopkins/Mr. Rubino are thinking of! How much money can he make without regards to the rest of the neighborhood? I understand this means no HOA, but who cares? Only Mr. Hopkins!!

You see, I am contemplating moving back to his area after retirement, but do not want to live in a subdivision nor a neighborhood with too many subdivisions in close proximity. Thank you for taking time to read this email(I know it's a bit long) and I look forward to hearing your responses to my inquiries.

Respectfully yours,
Nancy Fender

----- Original message -----

From: Sandy Mack [REDACTED]

Date: 2/15/22 5:44 PM (GMT-05:00)

To: "Kulpa, Brian J." <bkulpa@amherst.ny.us>, "Berger, Jacqueline" <jberger@amherst.ny.us>, "Bucki, Debbie" <dbucki@amherst.ny.us>, "Lavin, Shawn A." <slavin@amherst.ny.us>, "Szukala, Michael" <mszukala@amherst.ny.us>, "Cerra, Dawn" <dcerra@amherst.ny.us>, "Spoth, Francina" <fspoth@amherst.ny.us>

Subject: Rezoning of 1789 Dodge Road

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.

To our elected officials:

For those of you who are not familiar with our section of Dodge Road, between Hopkins and North French, it used to be just a rural route 60 years ago with practically no traffic. Most of the traffic was attributed to Dodge Elementary school at Dodge and North French Roads. Fifty years ago they built the high school at Dodge and Hopkins and not long after that they built the middle school on Casey Road not far from Dodge Road. So now our section of Dodge Road connects 3 schools all within a mile. This has created a large volume of traffic – not only vehicular including school busses, but pedestrian traffic as well because now there are kids walking to school on the road due to no sidewalks. You should try to come down this part of Dodge Road when the elementary school is dismissed. Cars are lined up on the road in both directions from parents picking up their children. This creates a very hazardous condition, especially for us residents. The traffic is so bad at times it is difficult for us to get out of our driveways. Within the past year alone, we have had 2 neighbors whose cars were totaled when trying to exit their driveway. Luckily, no one was hurt!

There was recently 3 new subdivisions approved in the area – one further down on Dodge Road, one on New Road and one on Heim Road. Because of their close proximity to us, these subdivisions will create approximately 275 more vehicles on the road. Now you've also added more than 130 families in this area and I'm sure this will include many kids who will attend at least one of the 3 schools our section of Dodge Road connects. Just think about the additional volume of traffic! Our road is already heavily traveled because of the 3 schools. What will additional traffic do to the kids who have to use this part of Dodge Road to walk to school? Does someone need to get hit and killed before you realize what a very dangerous situation you are creating? Luckily my children are grown but I do have neighbors whose kids walk to school.

As stated previously, we currently have a small farm in our neighborhood with livestock and a produce stand. It is so nice to be able to walk down the road to purchase fresh fruits and vegetables (this is what rural living is like)! With so much more additional traffic we will be putting our own lives in jeopardy to do this!

If the subdivision at 1789 Dodge Road gets approved, then along with the one down the road that means within 1600 feet, from Casey Road to 1789 Dodge Road, there will be 4 roads tapping into this section of Dodge Road along with 17 driveways. All of this within 3/10 of a mile!

I ask for your support in denying this proposal. 90% of the residents are opposed to this. Please consider the safety of us residents, especially the children who have to walk to school. As our elected officials, I am confident you will support us, the people who have been supporting the town for decades! P.S. Our section of Dodge Road has always been one of the routes for the Ride for Roswell. How safe will this be in the future with so much more traffic?

Thank you!

Sandy Mack

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Carrato, Amy

From: Howard, Dan
Sent: Friday, January 28, 2022 9:48 AM
To: Carrato, Amy
Subject: FW: Rezoning of 1789 Dodge Road

From: Bucki, Debbie
Sent: Thursday, January 27, 2022 10:04 PM
To: Howard, Dan ; Ulatowski, Daniel
Subject: FW: Rezoning of 1789 Dodge Road

Good evening...

I am forwarding this email on for your information and review.

Sincerely,

Deborah Bruch Bucki
 Amherst Councilmember

Sent via the Samsung Galaxy S10, an AT&T 5G Evolution capable smartphone

----- Original message -----

From: Sandy Mack <mack1790@gmail.com>
Date: 1/26/22 6:44 PM (GMT-05:00)
To: "Kulpa, Brian J." <bkulpa@amherst.ny.us>, "Berger, Jacqueline" <jberger@amherst.ny.us>, "Bucki, Debbie" <dbucki@amherst.ny.us>, "Lavin, Shawn A." <slavin@amherst.ny.us>, "Szukala, Michael" <mszukala@amherst.ny.us>, "Cerra, Dawn" <dcerra@amherst.ny.us>, "Spoth, Francina" <fspoth@amherst.ny.us>
Subject: Rezoning of 1789 Dodge Road

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.

First of all, I would like to address the topic of Mr. Rubino's letters to us residents asking us if we had any questions and about his informational meeting on 11/20/21 We have SEEN his proposal, READ his proposal and HEARD about it several times over the past year when the planning board hearings occurred. We received his invitation for the 11/20/21 meeting one week prior to the meeting and it was to happen 2 days before the Town Board meeting on 11/22/21 This proposal began last February 2021. All summer long he was at 1789 Dodge Road cutting his grass, and he never once tried to approach any of us neighbors. When the planning board asked him several times if he had reached out to us, he gave the excuse of COVID. We know what his proposal is – a 15 house subdivision – and we the residents do NOT want it as verified by the protest petition. His latest letter told us to contact him if we had any questions but there was no contact information on it. I personally have no questions for him. The only question I might have for him is why does he want to destroy our rural, country-like setting neighborhood? But I already know the answer – money, profit, greed!

There was recently a subdivision approved down the road. Because of the 600 foot rule when notifying residents many of us were not aware of it. Let's face it – 1789 Dodge Road has 400+ feet of frontage alone. That means

there would have been only 3 residents notified to the north of this project on the same side of the road, Mr. Rubino being one of them! A lot of the residents who signed the protest petition were also opposed to this one but since we were not notified, we couldn't fight it. This subdivision down the road will create an additional 60+ vehicles on an already heavily traveled road. Mr. Hopkins stated Mr. Rubino's proposal will create only 15 more cars. Anybody knows, this is false! There will be at least 2 cars per house, if not more, for a total of 30. If this proposal gets approved, that means there will be an additional 100+ vehicles. Plus, if school buses are not allowed into these subdivisions, there will be much more congestion on Dodge Road as the buses will have to stop on the road. Please do not compound the current traffic situation by approving this proposal. Not only are we talking about a lot more vehicles on the road but these subdivisions will bring in families whose kids will be walking to school without sidewalks and way too much traffic!

The Bicentennial Comprehensive Plan was adopted by the Town Board to guide future growth and redevelopment in the town. In one section it states there is a gradual erosion of the town's rural character because suburban agricultural districts are being rezoned for suburban development. In Mr. Hopkin's presentation there were several pictures of 1789 Dodge Road showing how peaceful and park-like the countryside is in our neighborhood. Even the aerial view showed how rural this section of Dodge Road is. Mr. Hopkins also showed a map of the area showing several different zoning classifications. Unfortunately, most of the map depicted the area south and west of Mr. Rubino's proposal. If you look to the north and east of Mr. Rubino's proposal, you will see the majority of the properties are zoned suburban agricultural. In fact, the Bicentennial Comprehensive Plan talks in depth about the area north of North French Road, which this project is just on the other side of North French Road to the south. It states that this area has large, deep frontage lots that reflect a rural development pattern. While this area is zoned for single-family development at higher densities, the pattern of land parcels does not lend itself to land assembly and efficient subdivision development. Therefore, in spite of the suburban zoning and the availability of utilities and public facilities, the area designated for single-family use should strive to retain much of its low-density rural pattern and character, avoiding long uninterrupted strips of housing. This is no different than our neighborhood!

Mr. Hopkins keeps referencing this area as a good place for infill development. The Bicentennial Comprehensive Plan per section 3.3.1 states "that such development should be consistent with the scale and character of the existing surrounding residential area. New infill development should also be designed to be consistent with the established character of the surrounding neighborhood". Not only is Mr. Rubino's proposal NOT on the same scale and character of our neighborhood, it will NOT be aesthetically harmonious with it! For all of these reasons, the Planning Board has denied Mr. Rubino's proposal. It does not fit our neighborhood nor does it fit the Bicentennial Comprehensive Plan. As our elected town officials, we urge you to deny this proposal, also! If you lived in a rural neighborhood such as ours – with lots of land – would you want this subdivision to be built in it? We're not opposed to growth, but just not in our rural area. There is plenty of vacant land in the town to build on. We've given Mr. Rubino an alternative of building 4 houses all on Dodge Road with no public roadway. This would fit our rural character!

Thank you!

Sandy Mack

1790 Dodge Road

Sent from [Mail](#) for Windows

Carrato, Amy

From: Howard, Dan
Sent: Friday, January 28, 2022 9:47 AM
To: Carrato, Amy
Subject: FW: Town Board Meeting on 1/18/2022

FYSA

From: Bucki, Debbie
Sent: Thursday, January 27, 2022 10:13 PM
To: Howard, Dan ; Ulatowski, Daniel
Subject: FW: Town Board Meeting on 1/18/2022

Good evening...
 I am forwarding on this email for your information and review.
 Sincerely,
 Deborah Bruch Bucki
 Amherst Councilmember

Sent via the Samsung Galaxy S10, an AT&T 5G Evolution capable smartphone

----- Original message -----

From: lionsdendjo <lionsdendjo@aol.com>
Date: 1/17/22 7:18 PM (GMT-05:00)
To: "Bucki, Debbie" <dbucki@amherst.ny.us>
Subject: Town Board Meeting on 1/18/2022

CAUTION: This email originated from outside of the organization.
 Please do not click links or open attachments unless you recognize the sender and know the content is safe.

I'd like to make a correction to the E-mail that I sent today. I stated that my concern was about the property development at the Feagel's property on Dodge Rd. However it is concerning the property development at 1789 Dodge Road being proposed by Joe Robino.

Thank you,
 Dan Ohar

Sent from my Galaxy

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Carrato, Amy

From: Howard, Dan
Sent: Friday, January 28, 2022 9:47 AM
To: Carrato, Amy
Subject: FW: Town Board Meeting 1/18/2022

From: Bucki, Debbie
Sent: Thursday, January 27, 2022 10:12 PM
To: Howard, Dan ; Ulatowski, Daniel
Subject: FW: Town Board Meeting 1/18/2022

Good evening...

I am forwarding on this email for your information and review.

A second message from the same sender will follow.

Sincerely,

Deborah Bruch Bucki

Amherst Councilmember

Sent via the Samsung Galaxy S10, an AT&T 5G Evolution capable smartphone

----- Original message -----

From: lionsdendjo <lionsdendjo@aol.com>
Date: 1/17/22 3:10 PM (GMT-05:00)
To: "Bucki, Debbie" <dbucki@amherst.ny.us>
Subject: Town Board Meeting 1/18/2022

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.

Dear Town Board Representative,

I live at 1970 Dodge Road and am against the Feagel property being turned into a multi unit development.

We already have too much traffic coming and going down Dodge Road. It's only going to get worse with another 30 or more automobiles filing down the road and clogging up the I intersection at Dodge and North French Roads. I live just two doors from the corner and have difficulty getting out of my driveway as they file past wanting to make the light.

I've lived on this road since 1977 after taking one and a half years to rebuild an abandoned house and turning it into our home. Our place fits this community. This development won't. This road has always had "country style living" with one acre plus per unit. That is

what should be built there.

I ask that you do the right thing and vote NO to this development going in.

Sincerely yours,

Daniel Ohar

Sent from my Galaxy

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Carrato, Amy

From: Howard, Dan
Sent: Monday, January 31, 2022 4:15 PM
To: Carrato, Amy; Fadel, Bryan
Subject: FW: 1789 Dodge Rd.

FYSA - file

From: Bucki, Debbie
Sent: Monday, January 31, 2022 3:18 PM
To: Howard, Dan ; Ulatowski, Daniel
Subject: FW: 1789 Dodge Rd.

Hi...
 I am forwarding on this email for your information and review.
 Sincerely,
 Deborah Bruch Bucki
 Amherst Councilmember

Sent via the Samsung Galaxy S10, an AT&T 5G Evolution capable smartphone

----- Original message -----

From: wp454@bluefrog.com
Date: 1/29/22 8:16 PM (GMT-05:00)
To: "Kulpa, Brian J." <bkulpa@amherst.ny.us>
Cc: "Bucki, Debbie" <dbucki@amherst.ny.us>, "Spoth, Francina" <fspoth@amherst.ny.us>, "Berger, Jacqueline" <jberger@amherst.ny.us>, "Rogers, Deborah" <drogers@village.williamsville.ny.us>, "Szukala, Michael" <mszukala@amherst.ny.us>, "Lavin, Shawn A." <slavin@amherst.ny.us>
Subject: 1789 Dodge Rd.

CAUTION: This email originated from outside of the organization.
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Mr. Kulpa and the town board,

I hear about a demand for housing in our town and the concern about the future of it. If you keep allowing projects like Mr Rurbino's tearing down beautiful old homes. Filling in every inch of our town with cookie cutter subdivisions what are you leaving? Where is the charm of our town gone! People choose to move here to have convince and the rural setting we offer. At the Town Planning board meeting Mr Hopkins was very proud of the fact the houses were going to be north of 450k and didn't consider them starter houses. Now at the Town Board meeting he is saying around 400k and they are starter houses. In his presentation there is a slide of 2 houses they are not the 400k houses he wants to build.

The talk about what is zoned in our area has come up. He shows us a map that has miles and miles of the town of Amherst. The town uses 600' as the rule to send out letters to let people know what is going on. Think about the rezoning of 1695, 1701 and 1721 Dodge was done with many of us never getting a letter or any info on it. I am 3 houses away for that project lot size puts me out of the 600' letter. It was approved under the site line of many of us. If you are in the village of Williamsville 600' would be like 9 houses on each side of the project and 18 to 19 houses on the other side of the street. That's 37 houses on Dodge here with our large lots that would equal like 9 houses total. That is something that should be addressed. So if we are using 600' as the rule then the only zoning that should count is within 600' of the project. That being said we are all large lots with single family houses.

My next three points come from the letter sent you the Town Board by your Town Planning Board. This is what they seen and have raised the concern to Deny this project.

Intent and Objective of the Comprehensive Plan

Figure 6 of the Bicentennial Comprehensive Plan is the Conceptual land use plan. The land use plan recommends the parcel at 1789 Dodge rd. as "single family residential" The corresponding text (section 3.3.1) indicates that opportunities exist for infill residential development at a scale and in character with existing surrounding residential areas. The proposed concept plan includes housing that is **DISSIMILAR to surrounding large lot homes.**

Intent and objectives of the zoning ordinance

The proposal is inconsistent with section 1-2-2K of the zoning ordinance which seeks to guide the future development of the town so as to bring about gradual conformity of land and building uses in accordance with the objectives of the comprehensive plan

Consistency/Compatibility with surrounding development/zoning

The project site is surrounded by residential zoning districts and development of varying intensities. Adjacent to the North, South and East are single family residential uses on larger lots, zoned suburban agriculture and across Dodge to the west are also single family residential uses zoned residential district three. The scale and density of the proposed concept plan **is not in Character with the surrounding existing larger lot single family residential development.**

In our neighborhood we are very close to all three schools Dodge Elementary, Casey Middle, Williamsville North High school. As when I was going to the schools we had to walk to school or have to be dropped off and picked up. So there will be no bus service offered. Now things do change but I see kids walking to school now so don't believe that has changed.

All summer long Mr Rubino have been on site cutting the grass. We have heard because of the pandemic he couldn't have info meetings with us. What would have stopped him from coming and talking with us one on one? I had to approach him twice to talk. Again we get a letter a few days before a meeting and just wants to tell us what he is doing. No input from us! Mr Hopkins added in the last meeting a letter to us Dated Jan 3rd 2022 telling us "I am available to meet in person with taking COVID precautions, social distancing and wearing a mask, or by cell, email or texting." Please note do you see anywhere on the letter that has a cell #, Email address because I don't. He can say what he wants to make himself look like he cares about us and wants our input. Talk is cheap this is what they do come into neighborhoods buy land on speculation build and move on to the next. Don't care about other land owners or what happens to the area.

I ask you find with us and agree with the Town Planning Boards recommendation to DENY this project. It is what is right and what 90% of the home owners on Dodge want.

Thank you for your time.

William Pitz

1815 Dodge Rd.

716-998-8864

----- Original message -----

From: [REDACTED]
 Date: 2/13/22 11:29 AM (GMT-05:00)
 To: "Bucki, Debbie" <dbucki@amherst.ny.us>
 Subject: 1789 Dodge Rd

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.

Dear Debbie Bucki

I wanted to send you a message personally about the vote on 1789 Dodge Rd proposal. Our neighborhood is unique, all have large properties of over 1 acre. Many of us have lived here for generations in our family Homes. I myself am the 3rd generation that have owned this 4.5 acre homestead. My grandfather bought our farm in March of 1952 70 years ago in a family where do you find that in our town. It's funny here on Dodge that is normal so many of us have grown up together, we played as kids and so did our kids. Our life style is very different from people that live in subdivisions. We like our space, our property, our privacy. We are a friendly neighborhood without being in each others business. Many developments people put up fences to create privacy from each other, here we don't have fences I have included some photos of my back yard now and what Rubino wants me to have to live with. Please note in my photos you can't see our neighbors home just beautiful space.

I would like you to think about our wildlife. With all the building cutting into all the woods to jam houses into every inch of Amherst. The wildlife keep being pushed out and away from their homes, food and natural habitat. Where is the responsibility to them. Instead we push them into the streets, garbage cans. My wife grew up in Lancaster NY, she fell in love with watching the deer, wild turkeys, fox's. Two years ago she watched a momma deer raise 2 of her baby's in our yard and the neighbors yard. This was amazing to watch how excited she got. Telling me everyday about them and what she seen that day. To me that is normal summer that is what I have seen my whole life. If you stand in her parents backyard everyone has a 4' tall chain link fence you can see what people do 4 to 5 houses in each direction the others right behind you, No wildlife other than a squirrel or a chipmunk. Again a totally different way to live.

We have supplied the board with a protest petition with 90 percent of the home owners from Casey rd to North French rd that oppose this. To even further our point we have 100 Percent of the land owners within 100 feet of this proposed development sign and don't want this. Again 100 Percent! We have offered from day one of all the meetings for Rubino to divide the property into 4 lots wide(no road added)and build 4 homes that would fit our neighborhood. To date this isn't good enough for him.

The Town Planning Board voted 3 times on this Proposal. 3 times they have voted to DENY! The votes were 3 out of 5 then 5 out of 6, and finally 5 out of 7. I am sure you are aware of the letter they sent to the Town Board offering their findings and reasons to concur with their findings that the subject request be Denied. We the people of Amherst elect town officials to do the work of the people. I think you will find the people of Dodge Rd. want our area left alone no more subdivisions. With our protest petition requires a supermajority vote by the Town Board to act on the petition. I am asking you along with our neighborhood to vote against this atrocity, save our neighborhoods rural charm, our way of life, our wildlife. If you have any questions for me please call, e-mail, or text.

Thank you

William G Pitz
 [REDACTED]

Attachment: Z-2020-15 TB letter packet 062424 (RES-2024-539 : 1789 Dodge Road Rezoning)

Carrato, Amy

From: Howard, Dan
Sent: Friday, January 28, 2022 9:48 AM
To: Carrato, Amy
Subject: FW: 1789 Dodge Rd.

From: Bucki, Debbie
Sent: Thursday, January 27, 2022 10:03 PM
To: Howard, Dan ; Ulatowski, Daniel
Subject: FW: 1789 Dodge Rd.

Good evening...
 I am forwarding this email on for your information and review.
 Sincerely,
 Deborah Bruch Bucki
 Amherst Councilmember

Sent via the Samsung Galaxy S10, an AT&T 5G Evolution capable smartphone

----- Original message -----

From: wp454@bluefrog.com
Date: 1/27/22 6:21 PM (GMT-05:00)
To: "Kulpa, Brian J." <bkulpa@amherst.ny.us>
Cc: "Bucki, Debbie" <dbucki@amherst.ny.us>, "Spoth, Francina" <fspoth@amherst.ny.us>, "Berger, Jacqueline" <jberger@amherst.ny.us>, "Szukala, Michael" <mszukala@amherst.ny.us>, "Lavin, Shawn A." <slavin@amherst.ny.us>, "Rogers, Deborah" <drogers@village.williamsville.ny.us>
Subject: 1789 Dodge Rd.

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.

Mr. Kulpa and the town board,

If you look at Mr Hopkins aerial photo it shows how rural our unique Dodge Rd is. You will note the large lots and the amount of woodlands that we enjoy for now. Dodge is being turned into a service road. With all the little dead end roads off of it. Just to jam houses on larger lots. Look at what has been allowed to happen to Casey Rd. From Casey middle school to Transit Rd there is a couple houses and then a road going into a subdivision then a few more houses and another road and so on and so on. The Board should be disgraced in what they have done. Sometimes you just have to tell builders NO! Why isn't this infill development put on a road like Millersport hwy where there is 100's of acres of land for sale with little to know building on it. Why is it necessary to pluck out a 100 year old home and put a dead end road to disrupt the neighborhood and land owners that have been here for

generations. Mr. Szukala stated he gets phone calls from younger people living in smaller residents or apartments who are looking for homes. They are the fabric of the town. When my son was looking for a home he called a realtor told them what he would like, area, school district, price range (150,000.) for his starter home. Never thought about calling the town board. What about us residents that live here now. What are we? Some of us are volunteer firemen, some have worked in the towns highway dept, Amherst court, some of us have ties to Amherst voluntary police. New people are the fabric then I would say we are the yarn that the fabric is made of. You know the people that have supported the town and our community for decades. We have elected our town officials to do the work of the people. Again 35 home owners 90% of the homes from Casey Rd and North French Rd Don't want this 15 house subdivision.

As Mr. Reburno expects us to put up with change with no regards to us or how we want to continue to live our life's. We the residents have offered a change from his 15 house atrocity to divide the property into 4 to 6 larger lots. This would allow the building of 4 to 6 homes that is in character with our unique rural setting with no road added. This will match us and also would not get any opposition from us the currant residents.

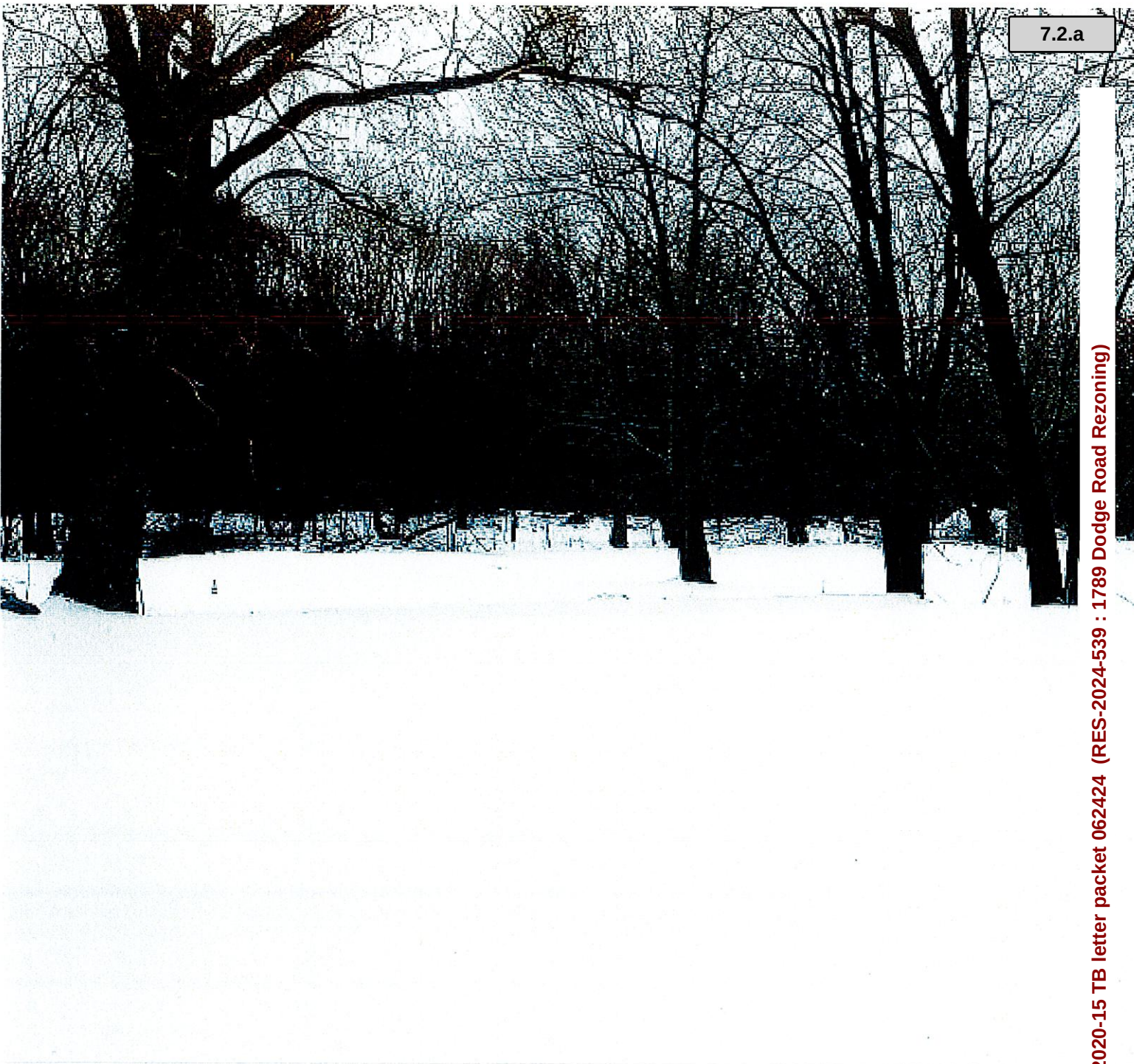
We ask you our elected town officials to side with us and your own planning board that has voted 3 times to Deny this proposal.

Thank you

William Pitz

716-998-8864











Carrato, Amy

From: Howard, Dan
Sent: Friday, January 28, 2022 9:47 AM
To: Carrato, Amy
Subject: FW: Rezoning of 1789 Dodge Road

From: Bucki, Debbie
Sent: Thursday, January 27, 2022 10:10 PM
To: Howard, Dan ; Ulatowski, Daniel
Subject: FW: Rezoning of 1789 Dodge Road

Good evening...

I am forwarding on this email for your information and review.

Sincerely,

Deborah Bruch Bucki
 Amherst Councilmember

Sent via the Samsung Galaxy S10, an AT&T 5G Evolution capable smartphone

----- Original message -----

From: Nick Rockwell <nrockwell.81@icloud.com>
Date: 1/14/22 5:11 AM (GMT-05:00)
To: berger@amherst.ny.us, "Bucki, Debbie" <dbucki@amherst.ny.us>, "Kulpa, Brian J." <bkulpa@amherst.ny.us>, "Lavin, Shawn A." <slavin@amherst.ny.us>, "Szukala, Michael" <mszukala@amherst.ny.us>
Cc: "Spoth, Francina" <fspoth@amherst.ny.us>, "Cerra, Dawn" <dcerra@amherst.ny.us>
Subject: Rezoning of 1789 Dodge Road

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.

Dear Amherst Town Board:

We believe you are meeting on January 18th, 2022 to vote on the request to rezone the property at 1789 Dodge Road from SA to M3. My wife, Lisa, and I live next to this property with our two children. Changes to this property will have a significant impact on our family's quality of life. We ask that you please consider our words before deciding on your vote at the upcoming Amherst Planning Meeting on September 23rd. It is our intent that the planning board joins us in opposing the rezoning to R-3 because it is inconsistent with the Dodge Road community. If the instead board approved, zoning that required 100 feet of frontage (R1, I think), any residences developed there would be able to remain consistent with the neighborhood we have grown to love.

We moved to the Dodge Road community 6 years ago from Buffalo. In Buffalo we enjoyed living in close proximity to many of our neighbors, though we grew to feel confined by the close proximity of so many neighbors. We started to dream of a day when we could purchase a home that would allow us the space to live our best lives. After years of hard work and frugal living we could afford the home we dreamed of, and we found it here in the Dodge Road Community

in East Amherst. The space we have at 1765 Dodge Road, directly next to the property in question, fit our needs perfectly- we didn't even look at houses in developments because they did not have the space and privacy we were looking for.

Here we have enjoyed living the quiet mix of suburban and rural lifestyles that exists here. We have enjoyed interacting with our neighbors, who all live far enough from us that our lifestyle needn't impede on them and their lifestyle needn't impede on us. We have the space and privacy to create a garden that suits our tastes, and we don't have to worry about interfering with our neighbors' enjoyment of their lives as we enjoy our lives on our private property. And because our neighbors live on more than an acre of property their enjoyment of their best lives doesn't impact us. Buying a house in a suburban-agricultural zone was a major selling point for our home, which we have considered to be our forever home. As our forever home we have invested significantly in our property, which would be a huge barrier to us being able to move to another area that would allow us to regain our version of the American Dream. For us, the prospect of relocating would be devastating, and not only for financial reasons. Yes, we have invested a significant amount of money, but we have also poured our time, sweat and love into developing our property. We have planted trees, shrubs and perennial plants here, some of which were given to us as gifts. To us our garden isn't just decoration, it is our oasis. If the R-4 permit is approved and Mr Rubino is able to build 15 homes 20 feet from us we will lose almost all of the charms that brought us to this community. This project will result in 8 new properties, with 8 new families living along our nearly 900 foot long property. Because these small lots, which average 9,208 square feet, are incompatible with our property, which is 1.67 acres, it would convert our property into something completely different than what we purchased 6 years ago. However, if zoning for 100+ feet of frontage was approved, instead it would result in one new residence being build next to us and one new family living along our property. Approving the R1 zone would result in a major invasion of our way of life. We know that you don't have any more control over what Mr. Rubino applies for than we do, but approving a permit that only allowed for a single property along our property line would help us maintain our quality of life while also maintaining the integrity of our neighborhood as the suburban-agricultural community that we value.

We are also concerned for yet another construction project that will impact yet more summers of our children's lives. We are concerned for the pesticides that these 15 new residents will likely use in their gardens, and the impact it will have on the local flora and fauna. We are concerned about the impact to traffic on a road that pedestrians from our community use to commute to school and for recreation. We are concerned about the destruction of further wildlife habitats, driving out native residents. And we feel like families like ours are being driven out of East Amherst.

I thank you for reading our words. I would like to share a special thank you for the members of the Amherst Planning Board, who agreed that this project is inconsistent with our neighborhood on 3 occasions over the past year. They really listened to our community's needs and stood with your constituents. We value their commitment to our community.

Thank you to the members of this board for listening to our pleas with open hearts and minds at the November Town Board Meeting. Thank you for bearing with our long letter with compassion. Thank you for the opportunity to exercise our voices, and allowing us to share our strong reservations on the effects of the proposal on our lives.

Warm wishes,

Nick & Lisa Rockwell
1765 Dodge Road
East Amherst, NY 14051



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

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

DOC ID: 28701

RESOLUTION 2024-210

ADJOURNED

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

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

3/11/2024

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

3/25/2024

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

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.

6/24/2024

Supervisor Kulpa made a motion to adjourn to the July 22nd meeting per the petitioner's request, seconded by Deputy Supervisor Lavin and unanimously approved 4-0.

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

Next: 7/22/2024 7:00 PM



Town of Amherst Planning Department

Erie County, New York



Brian J. Kulp
Supervisor

Daniel C. Howard,
Planning Director

Daniel J. Ulatowski,
Assistant Planning Director

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.

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.

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

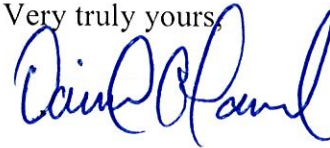
RECOMMENDATION

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\Bicentennial 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)

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

JAN 24 2024 PM2

PETITIONERPROPERTY LOCATION

South Linden LLC
493 Kennedy Road
Cheektowaga, NY 14227

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 PH2

PETITIONER

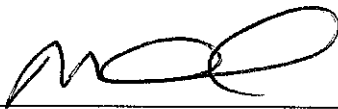
South Linden LLC

PROPERTY LOCATION

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\Bicentennial 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



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	NY	14227
	City	State	Zip Code\
Phone:	(716) 432-6947	Fax	
Email:	john@kimilco.com		

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.

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 (Vision 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?*

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:

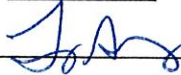
The undersigned swears or affirms that all statements made herein are true, that all drawings submitted correctly show the situation involved in this petition.



Signature of Petitioner

Subscribed and sworn to before me this 21 day of August, 2023

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, 2024

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.

X:\Current_Planning\Files\Miscellaneous\Development Review Process\BCPA_application 03092022.docx

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

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.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

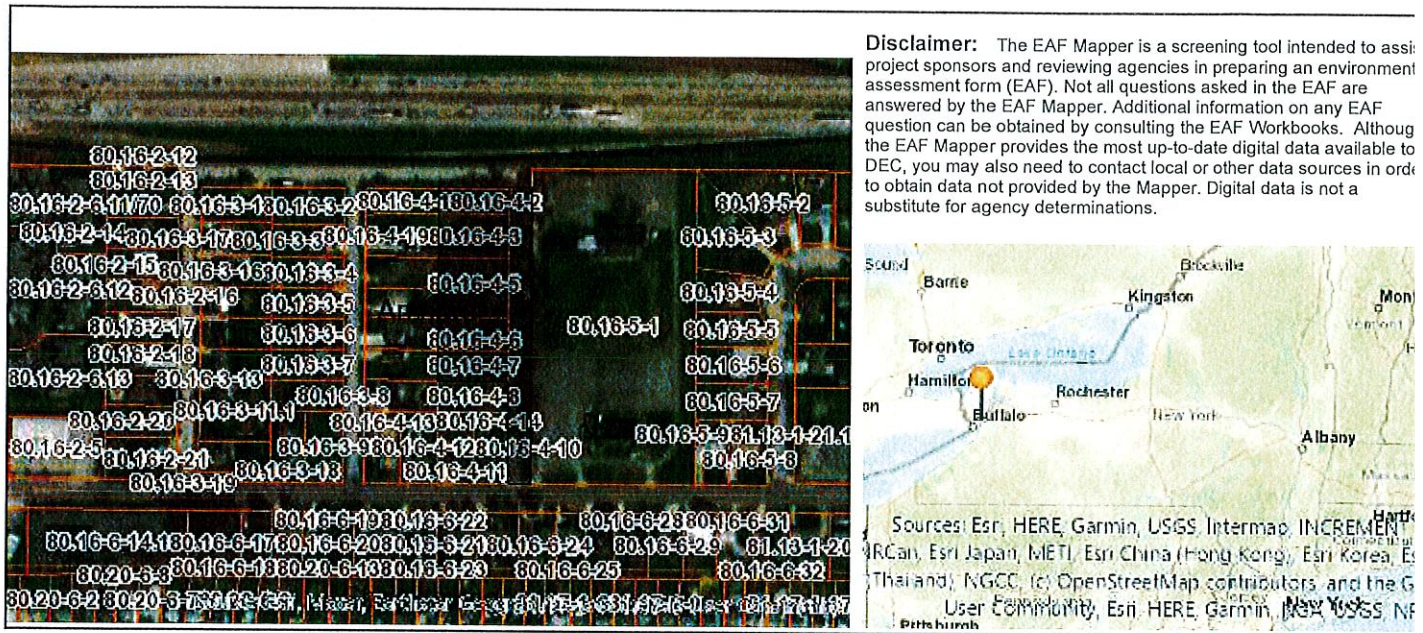
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. 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.

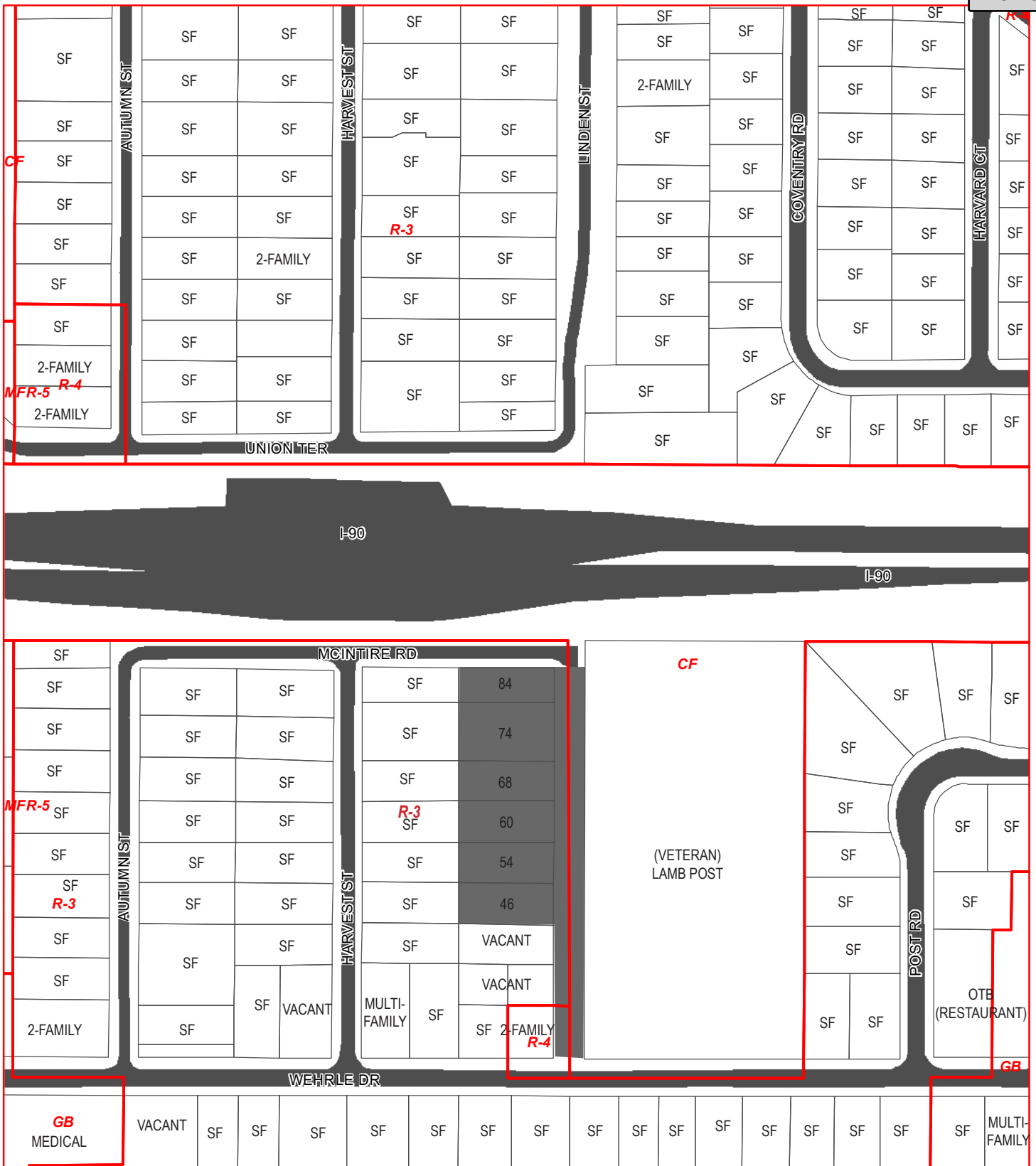
Part 1 – Project and Sponsor Information			
Name of Action or Project: South Linden Townhomes			
Project Location (describe, and attach a location map): South Linden Street, a paper street			
Brief Description of Proposed Action: Four (4) buildings each containing seven (7) townhomes.			
Name of Applicant or Sponsor: South Linden LLC, Jeffery D. Palumbo, agent		Telephone: (716) 317-0667 E-Mail: jpalumbo@blockandlongo.com	
Address: c/o Block, Longo, LaMarca & Brzezinski, P.C. - 9276 Main Street, Suite 3			
City/PO: Clarence	State: NY	Zip Code: 14031	
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.			NO ☒
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.			YES ☒
3. a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?			2.4 acres 2.0 acres 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			

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

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
☐ Wetland	☐ Urban	☒ Suburban
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?	NO ☒	YES ☐
16. Is the project site located in the 100-year flood plan?	NO ☒	YES ☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO ☐	YES ☒
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)?	NO ☐	YES ☒
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?	NO ☒	YES ☐
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?	NO ☒	YES ☐
If Yes, describe:		
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>JEFFERY D. PALUMBO - ATTORNEY</u> Date: <u>8-26-23</u>		
Signature: <u>[Signature]</u> Title: <u>ATTORNEY</u>		



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



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

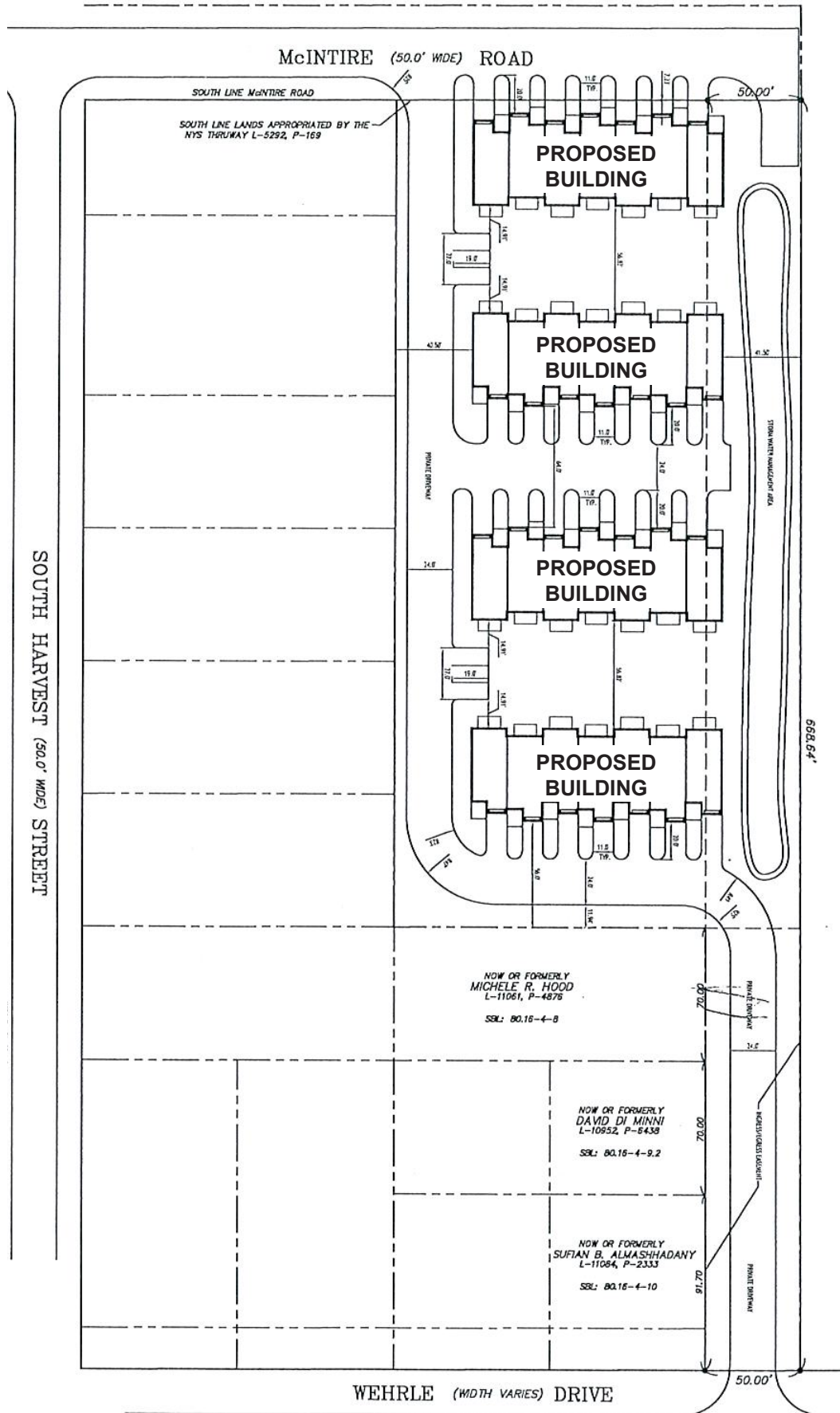


Prepared by the Town of Amherst Planning Department



CONCEPTUAL
ILLUSTRATIONS

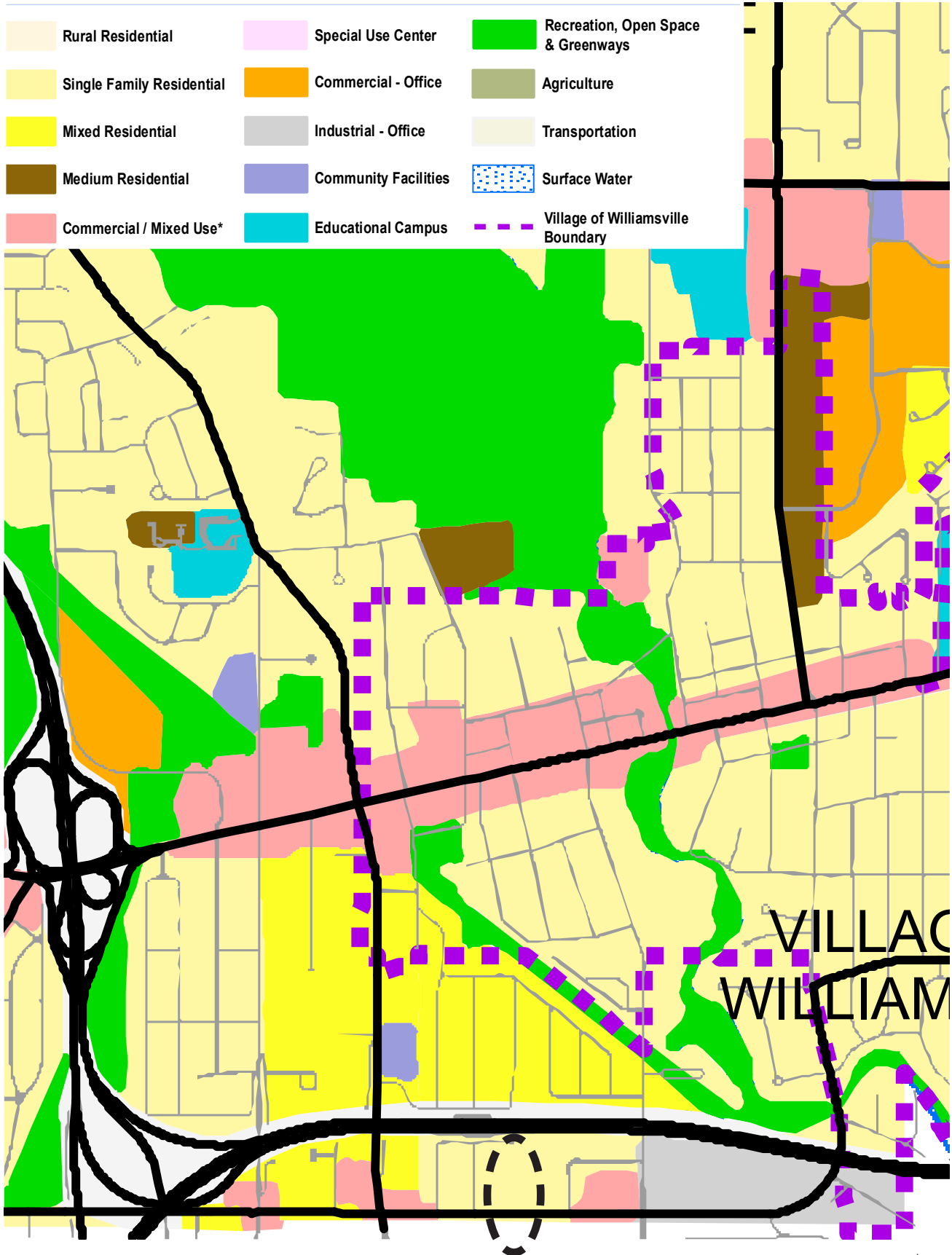
BCPA-2023-02
46, 54, 60, 68, 74 & 84 South
Linden Street



CONCEPT PLAN

BCPA-2023-02
46, 54, 60, 68, 74 & 84 South
Linden Street

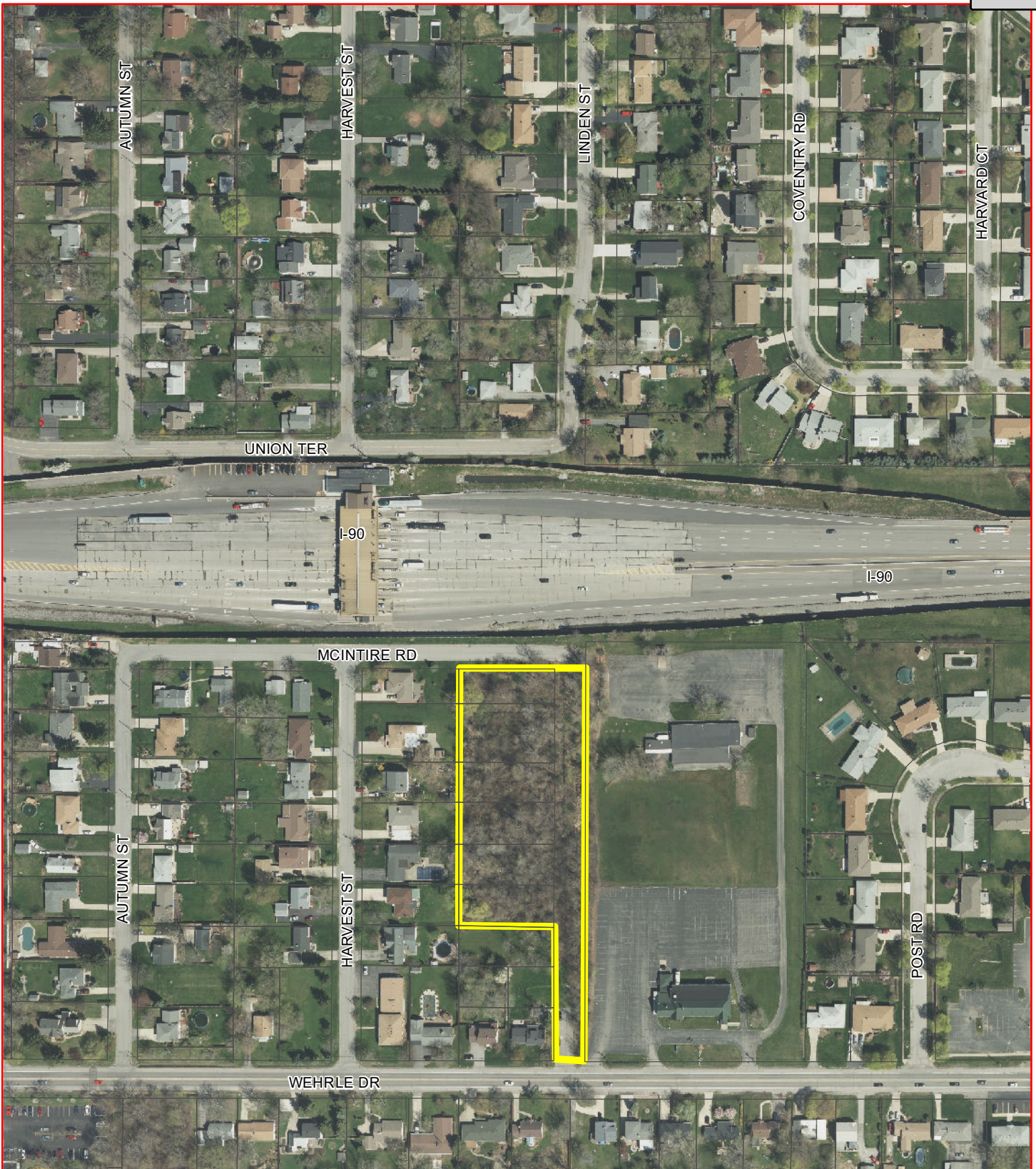




COMPREHENSIVE
PLAN
FIGURE 6

BCPA-2023-02
46, 54, 60, 68, 74 & 84 South
Linden Street





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

Packet Pg. 269



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.

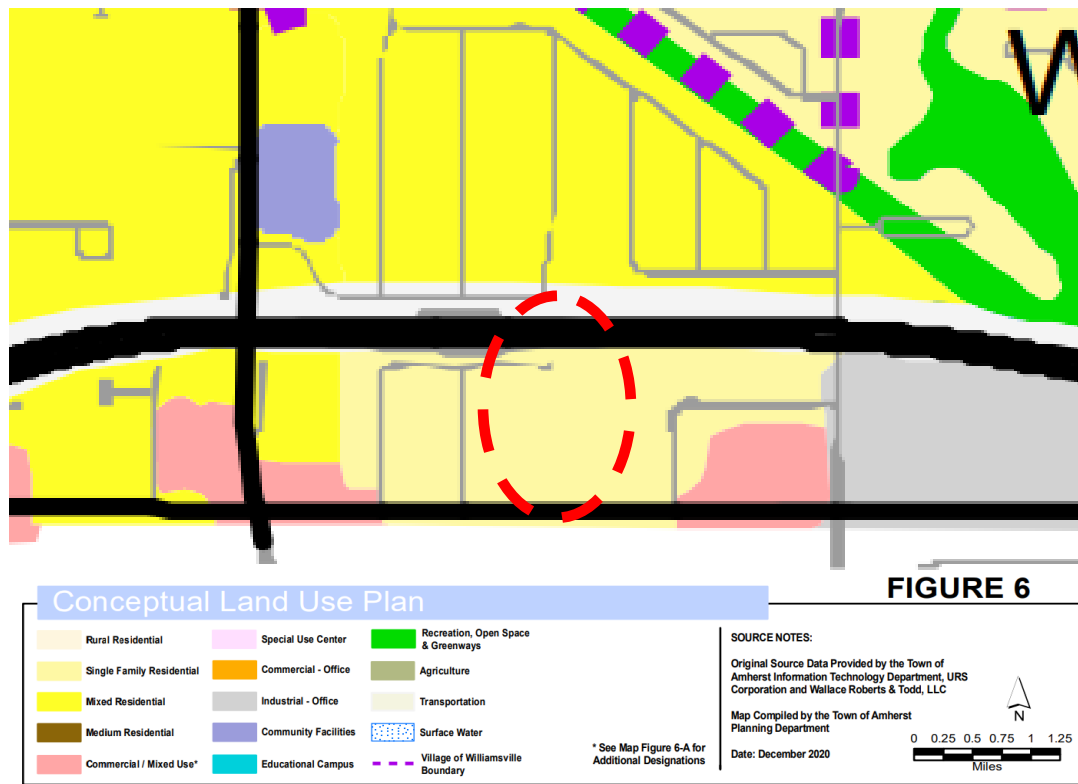
3.0 Land Use and Development

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.

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.

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\Bicentennial 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

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	Office Address
5583 Main Street	30 South Cayuga, Suite 101
Williamsville, New York 14221	Williamsville, New York 14221
(716) 631-7030 (p)	
(716) 631-7101 (f)	
E-Mail : mpolowy@amherst.ny.us	

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?



Town of Amherst Planning Department

Erie County, New York

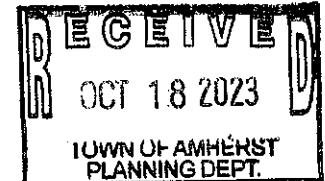


8.1.a

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



FROM: Scott Marshall, Principal Planner *TM*

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: *[Signature]* Date: 9/29/23

DU/TV/bf

X:\Current_Planning\Files\Bicentennial 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

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-23-478Postmark/Delivery Date: 8/25/23

The proposed action described herein is referred in accordance with the provisions of NYS General Municipal Law §239 I - 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: Comprehensive 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, Drainage
7. Proposed change or use: (specify the action, such as the scope of variances or site plans) Request to amend Figure 6 of the Comprehensive Plan 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:

Don M. Hall

Date:

9/28/23



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



TOWN OF AMHERST

8.1.a

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



Town of Amherst Planning Department

Erie County, New York



8.1.a

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

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
NYSHPD

RECEIVED
Williamsville Central School District
AUG 28 2023
Asst Superintendent for
Finance & Management Services

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: *John Maturich* Date: *8/29/23*

DU/TV/bf

X:\Current_Planning\Files\Bicentennial 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
5583 Main Street • Williamsville • New York • 14221 • (716) 631-7051 • Fax (716) 631-7

Packet Pg. 278

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



Town of Amherst Planning Department

Erie County, New York

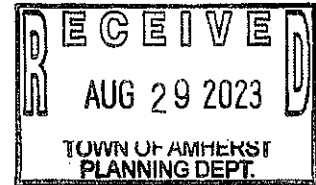


8.1.a

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



FROM: Scott Marshall, Principal Planner *SM*

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\Bicentennial 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



Town of Amherst Planning Department

Erie County, New York

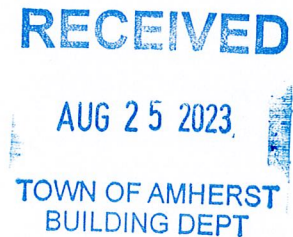


Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

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

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\Bicentennial 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

Planning Board Item: 27918 - S. Linden St. Rezoning
 In response to documents:
 Directed to: Town of Amherst Planning Board, Council Members, & Representatives of S. Linden LLC

To: Members of the Town of Amherst, Planning Board & Council and Mr. Militello & representatives 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"
 - o 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..."
 - o How will the proposed project affect my neighborhoods property and assessed values?
 - o 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?

Planning Board Item: 27918 - S. Linden St. Rezoning
 In response to documents:
 Directed to: Town of Amherst Planning Board, Council Members, & Representatives 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 is 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 minimized.
- 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 sewers 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

Planning Board Item: 27918 - S. Linden St. Rezoning
 In response to documents:
 Directed to: Town of Amherst Planning Board, Council Members, & Representatives 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 sewers 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.

Planning Board Item: 27918 - S. Linden St. Rezoning
 In response to documents:
 Directed to: Town of Amherst Planning Board, Council Members, & Representatives 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

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
	59 S Harvest St
Address:	Williamsville, NY 14221
Phone*:	716-698-7128
Email:	KLaufer3@gmail.com
Please select the Board or Committee you wish to contact*:	Planning Board

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.

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:	KLaufer3@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

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 our 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.

George F. Lamm Post No. 622

THE AMERICAN LEGION

962 WEHRLE DRIVE
NEAR CAYUGA ROAD



WILLIAMSVILLE, N.Y. 14221
PHONE: 716-204-2405

THE FRIENDLY POST

June 14, 2024
Re: BCPA 2023-02

Town of Amherst Supervisor
Brian J. Kulpa
5583 Main St.
Williamsville, NY 14221

Mr. Kulpa:

This letter is in response to housing to be developed on the former South Linden St., as outlined in BCPA 2023-02.

The George F. Lamm Post, 962 Wehrle Drive (AKA Lamm Post), property adjacent to the planned development and as future neighbors to the planned development, have a few requests as planning continues.

- 1) At least a 4-foot fence from Wehrle Drive to the thruway wall on the property line. This is requested to ensure both properties cannot be accessed by residents or Lamm Post visitors.
- 2) Shrubbery on the property behind the fence. This will enhance privacy for both residents and the Lamm Post.

As your new neighbors, we look forward to continued planning with the Town of Amherst and South Linden LLC. If you have any questions, please reach us at 716-906-9257.

Kind regards,

George F. Lamm Post 622
Board of Directors

JUN 24 2024 PM1:56

CC: Town Clerk
Board Members
Planning Department
Jeffery Palumbo Esq.

Attachment: lamm post letter (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive Plan Amendment)



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 06/24/24 07:00 PM
 Department: Finance
 Initiated by: **Lynda Juul**
 Co-Sponsored by:

DOC ID: 29127

RESOLUTION 2024-540

ADOPTED

Amend 2024-2029 Capital Improvement Program

BE IT RESOLVED, the attached amended 2024-2029 Capital Improvement Program is hereby adopted.

6/24/2024

Consent

FINANCIAL IMPACT:

N/A for current budget. Reduction in authorized bonding in current and future years reduces future obligations.

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

Town of Amherst

Amended 2024-2029 Capital Improvement Program

June 24, 2024

Project ID	Project Title/Description	Funding Source	2024 (1000's)	2025 (1000's)	2026 (1000's)	2027 (1000's)	2028 (1000's)	2029 (1000's)	Total Cost 2024-2029
ACP-1	ACP Recreation Corner, Roadway & Parking Lot	LA F/S	1,250	1,000					\$2,250,000
ACP-2	ACP Winter Market	X	545						\$545,000
ACP-3	ACP New Theater	LA X							\$0
ACP-4	ACP Existing Clubhouse	LA							
ACP-5	ACP BNHV Relocation	LA X							\$0
UR-1	Boulevard Mall Acquisition	LA							
UR-2	Boulevard Mall Demolition	LA							
UR-3	Boulevard Mall Infrastructure	LA							\$0
ES-1	Emergency Communications System	LA F/S	900	2,100					\$3,000,000
E-1	Waterlines	LI	700	750	750	750	750	750	\$4,450,000
E-2	Reist Street Culvert	F/S	800						\$800,000
E-3	Frankhauser Culvert Replacement	LH		750					\$750,000
E-4	Klein Road Complete Street Improvements	LA							
E-5	N. Forest / JJ Audubon Traffic Signal Replacement	LA							
S-1	Sewer Division Vehicles & Equipment	LG							
S-2	WPCF Vehicles & Equipment	LW	50						\$50,000
S-3	Misc. Sanitary Sewer Relining & manhole Rehab.	LG I/M	500 150	750 150	750 150	750 150	750 150	750 150	\$5,150,000
S-4	BCD Sanitary Sewer Improvements	LG F/S	11,000 31,000						\$42,000,000
S-5	Parallel Peanut Line Sanitary Sewer Interceptor	LG X	200		600 2,600				\$3,400,000
S-6	Sanitary Sewer Interceptor Evaluation	LG			250	250	250		\$750,000
S-7	Mini-System Study - Area 1	LG	75						\$75,000
S-8	WPCF Building & Equipment Infrastructure Phase 4	LW			1,000	1,000	1,000	1,000	\$4,000,000
S-9	WPCF Strutural Repair/Rebuild of Concrete Tanks	LW			500	500			\$1,000,000
S-10	WPCF Cryogenic O2 Plant Replacement	LW			4,000				\$4,000,000
S-11	WPCF HVAC Facility Improvements Phase 5	LW		350					\$350,000
S-12	WPCF Digester Rehabilitation	LW				500	2,500		\$3,000,000
S-13	WPCF Building Envelope Improvements Phase 1	LW				800	850	850	\$2,500,000
S-14	WPCF Incinerator Rehabilitation	LW							
S-15	WPCF Electrical Upgrades Phase 5	LW				500	500		\$1,000,000
S-16	WPCF Lift Station Pump Controls Replacement Phase 2	LW			400	400	400		\$1,200,000
S-17	Hendricks Boulevard Drainage Improvements	LH		150		1,000			\$1,150,000
S-18	Eggertsville Drainage Improvements	LH			650	575	600		\$1,825,000

Attachment: CIP Amendment 6-24-2024 (RES-2024-540 : Amend 2024-2029 Capital Improvement Program)

Town of Amherst

Amended 2024-2029 Capital Improvement Program

June 24, 2024

Project ID	Project Title/Description	Funding Source	2024 (1000's)	2025 (1000's)	2026 (1000's)	2027 (1000's)	2028 (1000's)	2029 (1000's)	Total Cost 2024-2029
S-19	Tonawanda Creek Grinder Pump Forcemain Ext.	LG				650			\$650,000
F-1	Facilities Vehicles	LA	150	150	100				\$400,000
F-2	Town Parking Lot Paving	LA		100	100	100	100	100	\$500,000
F-3	Town Parking Lot Sealing & Striping	LA		100	100	100	100	100	\$500,000
F-4	Museum Contract Improvements	LA							
F-5	Annual Masonry Restoration / Brick Re-Pointing	LA		75	75	85	95	95	\$425,000
F-6	Town-Wide Arc Flash Study	LA			160	180			\$340,000
F-7	Town Hall and 30 S. Cayuga Renovations	LA	100	200	80	80	200	200	\$860,000
F-8	5005 Sheridan Roof Restoration	LA		504					\$504,000
F-9	Senior Center Improvements	LA							
F-10	Senior Center Roof System Improvements	LA			750				\$750,000
F-11	Harlem Road Community Center HVAC Controls Repl.	LA		375					\$375,000
F-12	Harlem Road Community Center Auditorium Restoration	LA F/S		100 400					\$500,000
F-13	Harlem Road Community Center Building Impr.	LA			75	75	75	75	\$300,000
F-14	Highway Building Improvements	LD		1,000	1,000	1,000	1,000	1,000	\$5,000,000
F-15	Engineering Department Building Improvements	LA				200	200		\$400,000
F-16	Shaw Building Improvements	LA			150	150	150	150	\$600,000
F-17	Facilities Study of BNHV and Oakwood	LA	250						\$250,000
H-1	Vac Truck	LH							
H-2	Paving	LD	1,000	1,000	1,000	1,000	1,000	1,000	\$6,000,000
H-3	Town-Wide Road Striping	LD	50	100	100	100	100	100	\$550,000
H-4	Town-Wide Curbing Repair	LD		100					\$100,000
H-5	Town-Wide Guide Rail Replacement	LD		50		50		50	\$150,000
H-6	Town-Wide Repair of Park Structures	LA		100	100	100	100	100	\$500,000
H-7	Town-Wide Tree Maintenance	LB	100						\$100,000
H-8	Various Signal Upgrades	LA	150						\$150,000
H-9	Reconstruction of the Town Bike Path	LA		100	100	100	100	100	\$500,000
H-10	Reconstruction of Burroughs Drive	LA		650					\$650,000
H-11	Highway Fuel System Upgrades	LD						600	\$600,000
IT-1	Enterprise System	LA							
P-1	Comprehensive Planning	LA	100						\$100,000
P-2	Youngs Road Extension - Casey to N. French	LD							
PO-1	APD Detective & Record Bureau Improvements	LA				355			\$355,000
PO-2	Town-Wide Centralized Security Improvements	LA	50	50	50	50	50	50	\$300,000
PO-3	APD Building Improvements	LA				150	150	150	\$450,000
PO-4	Police Court & Maintenance Garage Roof Impr.	LA			395				\$395,000
PO-5	Police HVAC System Improvements Phase 5	LA			450				\$450,000
PO-6	Police Dispatch Expansion	F/S		750					\$750,000

Attachment: CIP Amendment 6-24-2024 (RES-2024-540 : Amend 2024-2029 Capital Improvement Program)

Town of Amherst

Amended 2024-2029 Capital Improvement Program

June 24, 2024

Project ID	Project Title/Description	Funding Source	2024 (1000's)	2025 (1000's)	2026 (1000's)	2027 (1000's)	2028 (1000's)	2029 (1000's)	Total Cost 2024-2029
YR-1	Y&R Vehicles & Equipment	LA		150					\$150,000
YR-1A	Rec. Complexes Concession & Restroom Impr.	LA F/S		350	250	1,400			\$2,000,000
YR-2A	NTC Rubber Floor Replacement	LA					200	500	\$700,000
YR-3A	Lou Gehrig Parking Improvements	LA				200	850	1,000	\$2,050,000
YR-4A	Youth & Recreation Facilities Building Control System	LA							
YR-5A	Ice Resurfacer Replacement	LA		320					\$320,000
YR-6A	NTC Sound System & Scoreboard Replacement	LA				75	125		\$200,000
YR-7A	NWACC Playground & Outdoor Improvements	LA X		100 100					\$200,000
YR-8A	Clearfield Tennis Court Lighting	LA						163	\$163,000
YR-9A	NTC Ice Expansion	LA							
YR-10A	NTC Storage Facility	LA							
YR-11A	CALL Backstop & Lighting	LA							
YR-12A	Audubon Golf Course Improvements	LA		500	500				\$1,000,000
YR-13A	NTC Parking Area Curbing / Fencing Improvements	LA		50					\$50,000
YR-1B	75 Tupelo Park Space	LA F/S		250 250					\$500,000
YR-2B	Dellwood Park Inclusive Baseball Field & Park Impr.	LA							
YR-3B	Billy Wilson Park Parking Lot Expansion	LA						168	\$168,000
YR-4B	Park Area Renovations	LA			100		100		\$200,000
YR-5B	Playground Safety Equipment & Surfacing	LA		250		250		250	\$750,000
YR-6B	LED Facility & Park Wayfinding Signage	LA							
YR-7B	Pickleball Courts	F/S		100					\$100,000
YR-1C	Great Baehre Boardwalk Trail Rehab.	LA							
YR-2C	Ellicott Creek Trailway Extension (LWRP)	LA							
YR-3C	BNHV & Erie Canal Corridor Improvements (LWRP)	LA							
YR-4C	Amherst State Park Boardwalk Trails (LWRP)	LA							
YR-5C	Dann Lake Park Pedestrian Safety Improvements (LWRP)	LA							
YR-6C	Nature View Park Pedestrian Safety Improvements (LWRP)	LA							
TOTAL ANTICIPATED BONDING			14,475	12,224	14,285	13,475	12,295	9,301	\$76,055,000
TOTAL ANTICIPATED OUTSIDE FUNDING			34,645	2,100	3,000	150	150	150	\$40,195,000
GRAND TOTAL			49,120	14,324	17,285	13,625	12,445	9,451	\$116,250,000

Funding Source

L - Bond
I/M - I&I or Mitigation Funds
F/S - Federal or State Aid
X - Private Source

Funding Account

A - General Fund
B - Part Town
C - Community Env.
D - Highway Fund
F - Lighting District
G - Sanitary Sewer District
H - Storm Drainage
I - Water District
W - Water Pollution Control Facility



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 06/24/24 07:00 PM
 Department: Councilmembers
 Initiated by: **Shawn Lavin**
 Co-Sponsored by:

DOC ID: 29161

RESOLUTION 2024-541

ADOPTED

Multi Gas Meters

WHEREAS, a four (4) gas monitor is used to detect hazardous gases at fire scenes and other sites; and

WHEREAS, the Amherst Fire Safety Division responds to emergency situations that at times require air monitoring during and/or after a fire; and

WHEREAS, these meters, currently malfunctioning, therefore needing repair and/or preventive maintenance, is the standard meter used by many Town departments; and

WHEREAS, the Amherst Fire Safety Division of the Amherst Building department is requesting the funds to move forward with the aforementioned actions for the health and safety of the Amherst Fire Safety Division staff.

NOW, THEREFORE BE IT RESOLVED that the Amherst Town Board approves the repair and replacement of GMI Multi Gas Meters from Avoidable Alarm Fund T-2999.4002.

6/24/2024

Consent

FINANCIAL IMPACT:

A cost not to exceed \$2,800.00 on State Bid from Dival Safety

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


Safety & Supplies for Life
The #1 Name in Safety & Industrial Supplies

DiVal Safety Equipment, Inc. • 1721 Niagara Street • Buffalo, New York 14207 • Tol 800.343.1354 • Tel 716.874.9060 • Fax 716.874.4686



Repair Estimate

Bill to: TOWN OF AMHERST BLDG DEPARTMNT
 5583 MAIN STREET
 WILLIAMSVILLE NY 14221

Ship to: TOWN OF AMHERST BLDG DEPARTMNT
 5583 MAIN STREET
 WILLIAMSVILLE NY 14221

CUSTOMER NUMBER
CONTACT
PRINT DATE

10343

BRYAN PARNELL

6/10/24

**ORDER
NUMBER**
 86970 00

**CUSTOMER
PURCHASE ORDER**
 PENDING

**SALES
REPRESENTATIVE**
 119 BIN TRANSITIONAL

INSTRUCTIONS

Ordered	Shipped	B.O.	U/M	Item and Description	Unit Price	Extended Price
---------	---------	------	-----	----------------------	------------	----------------

TICKET: 138480
MODEL: PS200
MANUFACTURER: DETCON INC.
SERIAL NUMBER: 370480

1	1		EA	RPRGASDET Repair Gas Detector Ticket 138480 ISSUE: CALIBRATION FINDINGS: POWERED ON METER SHOWING O2 ERROR AT START UP. METER WAS TESTED WITH A GOOD KNOWN O2 SENSOR AND PASSED CALIBRATION.	\$.00000	\$.00 T
1	1		HR	GDRL Gas Monitor Calibration/Repair SN: 370480	\$150.95000	\$150.95 T
1	1		EA	64066 GMI O2 sensor for PS200 gas meter	\$72.00000	\$72.00 T

TICKET: 138481
MODEL: PS200
MANUFACTURER: DETCON INC.
SERIAL NUMBER: 371471

1	1		EA	RPRGASDET Repair Gas Detector Ticket 138481	\$.00000	\$.00 T
---	---	--	----	---	-----------	----------

REPAIR ESTIMATE - Not an Invoice

* CONTINUED *

Rochester
 845 West Avenue, Building 7
 Rochester, New York 14611

Syracuse
 6179 East Molloy Road
 E. Syracuse, New York 13057

Pittsburgh
 311 South Central Avenue
 Canonsburg, Pennsylvania 15317

Houston
Packet Pg. 295
www.DiValSafety.com

Attachment: Repair_Estimate (RES-2024-541 : Multi Gas Meters)

Bill to: TOWN OF AMHERST BLDG DEPARTMNT
5583 MAIN STREET
WILLIAMSVILLE NY 14221

Ship to: TOWN OF AMHERST BLDG DEPARTMNT
5583 MAIN STREET
WILLIAMSVILLE NY 14221

CUSTOMER NUMBERCONTACTPRINT DATE

10343

BRYAN PARNELL

6/10/24

ORDER
NUMBER
86970 00

CUSTOMER
PURCHASE ORDER
PENDING

SALES
REPRESENTATIVE
119 BIN TRANSITIONAL

INSTRUCTIONS

<u>Ordered</u>	<u>Shipped</u>	<u>B.O.</u>	<u>U/M</u>	<u>Item and Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
				ISSUE: CALIBRATION FINDINGS: POWERED METER ON, PROMPTED CALIBRATION DUE/02 ERROR AT START UP. 02 SENSOR HAS EXPIRED. LEL SENSOR FAILED CALIBRATION WITH NO RESERVE REMAINING.		
1	1		HR	GDRL Gas Monitor Calibration/Repair SN: 371471	\$150.95000	\$150.95 T
1	1		EA	64066 GMI 02 sensor for PS200 gas meter	\$72.00000	\$72.00 T
1		1	EA	64825GMI GMI LEL sensor for PS200 gas meter	\$209.70000	\$209.70 T
				TICKET: 138482 MODEL: PS200	MANUFACTURER: DETCON INC. SERIAL NUMBER: 370471	
1	1		EA	RPRGASDET Repair Gas Detector Ticket 138482 ISSUE: CALIBRATION FINDINGS: POWERED METER ON, METER SHOWING CALIBRATION DUE/SCREEN NOT	\$.00000	\$.00 T

REPAIR ESTIMATE - Not an Invoice

* CONTINUED *

Attachment: Repair_Estimate (RES-2024-541 : Multi Gas Meters)

12.B.1.a

Bill to: TOWN OF AMHERST BLDG DEPARTMNT
5583 MAIN STREET
WILLIAMSVILLE NY 14221

Ship to: TOWN OF AMHERST BLDG DEPARTMNT
5583 MAIN STREET
WILLIAMSVILLE NY 14221

CUSTOMER NUMBER

CONTACT

PRINT DATE

10343

BRYAN PARNELL

6/10/24

ORDER
NUMBER
86970 00

CUSTOMER
PURCHASE ORDER
PENDING

SALES
REPRESENTATIVE
119 BIN TRANSITIONAL

INSTRUCTIONS

<u>Ordered</u>	<u>Shipped</u>	<u>B.O.</u>	<u>U/M</u>	<u>Item and Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
2	2		EA	64141 DISPLAYING PROPERLY DUE TO A BAD BOARD. WILL QUOTE NEW METER. GMI PS200 gas detector, LEL, O2, H2S, CO, w/ pump ** PRICING PER NYS HIRES CONTRACT PC69018 **	\$955.80000	\$1911.60 T

REPAIR ESTIMATE - Not an Invoice

Estimate Does Not Include Shipping Charges If Applicable.

<u>Subtotal</u>	<u>Total</u>
\$2567.20 .000	\$2567.20



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

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

DOC ID: 29137

RESOLUTION 2024-542

ROLL CALL VOTE (ADOPTED)

Various Signal Upgrades (Bond Resolution - \$150,000)

AGENDA ITEM : JUNE 24th, 2024

TO: Town Board

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

DATE: June 17, 2024

RE: Various Signal Upgrades
 2024-2029 C.I.P. - Project H-8
 Bond Resolution - \$150,000

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

- (1) Adopt the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department; and
- (2) Adopt the attached bond resolution authorizing the issuance of \$150,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

MAP:nmb

Attachments

c: Tim Koller, Deputy Town Clerk
 (w/attachments, **Agenda Item - June 24, 2024**)
 Daryl C. Bramer, Comptroller (w/attachments)
 Lynda Juul, Director of Finance (w/attachments)
 Dan Ulatowski, AICP, Assistant Planning Director/ZEO (w/attachments)
 Dan Howard, Director of Planning (w/attachments)
 Christopher Schregel, Project Manager (w/attachments)

6/24/2024

A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 4-0. A motion to approve the Bond

resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved via Roll Call vote 4-0.

FINANCIAL IMPACT:

Bond Resolution - \$150,000

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



Town of Amherst Planning Department

Erie County, New York



Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

MEMORANDUM

June 13, 2024

TO: Christopher Schregel, Project Manager
Engineering Department

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

RE: SEQR Classification – Various Signal Upgrades
2024-2029 C.I.P. Project H-8

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II Action under the provisions of SEQR according to Part 617.5(b). Therefore, no further environmental review is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\06-13-2024_H-8_Various Signal Upgrades.docx

cc: Marty Polowy, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: SEQR H-8 Various Signal Upgrades (RES-2024-542 : Various Signal Upgrades (Bond Resolution - \$150,000))

EXTRACT OF MINUTES
Meeting of the Town Board of the
Town of Amherst, in the
County of Erie, New York
June 24, 2024

* * *

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on June 24, 2024.

There were present: Hon. Brian J. Kulpa, Supervisor; and

Board members: Jacqueline Berger, Councilwoman
Angela Marinucci, Councilwoman
Shawn Lavin, Deputy Supervisor/Councilman
Michael R. Szukala, Councilman

There were absent:

Also present: Francina J. Spoth, Town Clerk

* * *

_____ offered the following resolution and moved its
adoption:

Attachment: CertBondReso (RES-2024-542 : Various Signal Upgrades (Bond Resolution - \$150,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED JUNE 24, 2024, AUTHORIZING VARIOUS SIGNAL UPGRADES, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$150,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF \$150,000 TO FINANCE SAID APPROPRIATION

THE TOWN BOARD OF THE TOWN OF AMHERST, IN THE COUNTY OF ERIE, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said Town Board) AS FOLLOWS:

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the “Town”), is hereby authorized to undertake various signal upgrades; as described in the map, plan and report dated June 2024 and prepared by the Town of Amherst Engineering Department (2024-2029 Capital Improvement Program, Project H-8). The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$150,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the principal amount of \$150,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of \$150,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the “Law”), to finance said appropriation.

Section 3. The following additional matters are hereby determined and declared:

(a) The period of probable usefulness applicable to the class of objects or purposes for which said bonds are authorized to be issued, within the limitations of Section Sections 11.00 a. 72(a) of the Law, is twenty (20) years.

(b) The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the Town for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the Town, payable as to both principal and interest by general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds, and any notes in anticipation thereof to mature in such year, and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the Town Board relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and as to the execution of agreements for credit enhancements, are hereby delegated to the Supervisor, the chief fiscal officer of the Town.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 7. This bond resolution is subject to a permissive referendum and the Town Clerk is hereby authorized and directed, within ten (10) days after the adoption of this resolution, to cause to be published, in full, in “The Amherst Bee,” a newspaper having a general circulation within said Town and hereby designated the official newspaper of the Town for such publication and posted on the sign board of the Town maintained pursuant to the Town Law, a Notice in substantially the following form:

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on June 24, 2024, the Town Board of the Town of Amherst, in the County of Erie, New York, adopted a bond resolution entitled:

“Bond Resolution of the Town of Amherst, New York, adopted June 24, 2024, authorizing various signal upgrades, stating the estimated maximum cost thereof is \$150,000, appropriating said amount for such purpose, and authorizing the issuance of bonds in the principal amount of \$150,000 to finance said appropriation,”

an abstract of which bond resolution concisely stating the purpose and effect thereof, being as follows:

FIRST: AUTHORIZING said Town to undertake various signal upgrades, as described in the map, plan and report dated June 2024 and prepared by the Town of Amherst Engineering Department (2024-2029 Capital Improvement Program, Project H-8); STATING the estimated maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is \$150,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of \$150,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of \$150,000 pursuant to the Local Finance Law of the State of New York (the “Law”) to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is twenty (20) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Town for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

FOURTH: DETERMINING that said bonds, and any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes shall be general obligations of the Town; and PLEDGING to their payment the faith and credit of the Town;

FIFTH: DELEGATING to the Supervisor the powers and duties as to the issuance of said bonds, and any bond anticipation notes issued in anticipation of said bonds, or the renewals thereof; and

SIXTH: DETERMINING that the bond resolution is subject to a permissive referendum.

Attachment: CertBondReso (RES-2024-542 : Various Signal Upgrades (Bond Resolution - \$150,000))

DATED: June 24, 2024

FRANCINA J. SPOTH
Town Clerk

Section 8. The Town Clerk is hereby authorized and directed to cause said bond resolution to be published, in summary, after said bond resolution shall take effect, in the newspaper referred to in Section 7 hereof, and hereby designated the official newspaper for said publication, together with a Notice in substantially the form as provided by Section 81.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York.

* * *

Attachment: CertBondReso (RES-2024-542 : Various Signal Upgrades (Bond Resolution - \$150,000))

The adoption of the foregoing resolution was seconded by _____ and
duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

Attachment: CertBondReso (RES-2024-542 : Various Signal Upgrades (Bond Resolution - \$150,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on June 24, 2024, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

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

(SEAL)

Town Clerk

Attachment: CertBondReso (RES-2024-542 : Various Signal Upgrades (Bond Resolution - \$150,000))



Town of Amherst
Highway Department
Various Signal Upgrades

2024 – 2029 Capital Improvement Program H-8
TOA Project #2024.011
MAP, PLAN, & REPORT

JUNE 2024

Contents:

- Existing Conditions
- Scope of Improvements
- Project Schedule
- Financial Summary
- Project Cost Estimate
- Taxation Summary
- Town of Amherst Planning Department SEQR Determination – Type II Action

Prepared by:
Town of Amherst Engineering Department
Engineering Support Division
1100 North Forest Road
Williamsville, NY 14221
(716) 631 - 7154 / Fax: (716) 631 - 7222

Attachment: MPR 2024 H-8 Various Signal Upgrades (RES-2024-542 : Various Signal Upgrades (Bond Resolution - \$150,000))

Town of Amherst Highway Department Traffic Signal Upgrades – 2024

EXISTING CONDITIONS:

The Town of Amherst owns and operates 66 traffic signals and flashing beacons which are maintained by the Town's Highway Department. In an effort to avoid traffic signal failures, the Town's Highway Department Signal Division routinely inspects and maintains the Town's traffic signal infrastructure. Signal equipment and infrastructure is inspected for functionality and condition. The equipment is proactively maintained in an effort to prolong the useful life and functionality of the entire signal system. Various Town-owned and operated signal systems are currently in need of upgrades, repairs, and maintenance.

SCOPE OF IMPROVEMENTS:

Town signal systems town-wide are in need of component replacements, upgrades, and repairs. Many equipment components associated with Town Traffic Signals are antiquated as parts are no longer in production and no longer meet NYSDOT specifications. These needs will be prioritized by the Highway Department and work will include but not be limited to the upgrade, repair, and/or routine maintenance of the following components that make up a signalized intersection:

- | | |
|---|--|
| • Controllers | • Wiring |
| • Cabinets | • Smart Signal Components |
| • Conflict Monitors | • Intersection Striping |
| • Span Wire / Mast arm parts | • Pull Boxes |
| • LED Pedestrian Poles and Heads | • Disconnects |
| • Pedestrian push buttons and pedestals | • Generator Transfer Switches |
| • Signal foundations | • Signal Control Software and Hardware |
| • LED Lamps | • Detection Systems (video and inductive-loop) |
| • Disconnection Boxes | • Input/output Modules |
| • Signal Heads | • ATSPMs & Communications |
| • Signal Signage | |

Other signal components not listed above are may be upgraded at the discretion of the Highway Department. The location and defined scope of work will be decided upon by the Town Highway Superintendent and Highway Department staff.

PROJECT SCHEDULE:

The schedule for completing the various traffic signal component replacements, upgrades, repairs, and maintenance will be determined by the Town's Highway Department.

Town of Amherst

Highway Department

Traffic Signal Upgrades – 2024

FINANCIAL SUMMARY:

The Town of Amherst appropriated funds in the approved 2024-2029 Capital Improvement Program under Project H-8, Various Signal Upgrades as amended by Resolution 2024-341. The funds have been identified as a General Fund bond.

Town of Amherst		Amended 2024-2029 Capital Improvement Program							April 29, 2024
Project ID	Project Title/Description	Funding Source	2024 (1000's)	2025 (1000's)	2026 (1000's)	2027 (1000's)	2028 (1000's)	2029 (1000's)	Total Cost 2024-2029
H-8	Various Signal Upgrades	LA	150						\$150,000

PROJECT COST ESTIMATE:

○ Various Signal Upgrades (Construction)	\$ 149,250
○ Legal/Admin/Bonding	\$ 750
Total Amount to be bonded	\$ 150,000

TAXATION SUMMARY:

Total Amount to be bonded:	\$ 150,000.00 (General Fund)
Bond Term:	20 Years
Annual Tax Impacts:	\$0.0006 per year, per \$1,000 AV at 100% equal.
Typical Property Taxation Impacts:	\$0.1907 per year, per \$300,000 AV at 100% equal.

SEQR:

See attached determination from the Amherst Planning Department.



Town of Amherst Planning Department

Erie County, New York



Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

MEMORANDUM

June 13, 2024

TO: Christopher Schregel, Project Manager
Engineering Department

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

RE: SEQR Classification – Various Signal Upgrades
2024-2029 C.I.P. Project H-8

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II Action under the provisions of SEQR according to Part 617.5(b). Therefore, no further environmental review is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\06-13-2024_H-8_Various Signal Upgrades.docx

cc: Marty Polowy, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: MPR 2024 H-8 Various Signal Upgrades (RES-2024-542 : Various Signal Upgrades (Bond Resolution - \$150,000))



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

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

DOC ID: 29139

RESOLUTION 2024-543

ROLL CALL VOTE (ADOPTED)

Townwide Tree Maintenance (Bond Resolution - \$100,000)

AGENDA ITEM : JUNE 24th, 2024

TO: Town Board

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

DATE: June 17, 2024

RE: Townwide Tree Maintenance
 2024-2029 C.I.P. - Project H-7
 Bond Resolution - \$100,000

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

- (1) Adopt the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department; and
- (2) Adopt the attached bond resolution authorizing the issuance of \$100,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

MAP:nmb

Attachments

c: Tim Koller, Deputy Town Clerk
 (w/attachments, **Agenda Item - June 24, 2024**)
 Daryl C. Bramer, Comptroller (w/attachments)
 Lynda Juul, Director of Finance (w/attachments)
 Dan Ulatowski, AICP, Assistant Planning Director/ZEO (w/attachments)
 Dan Howard, Director of Planning (w/attachments)
 Dominic Creamer, Town Forester (w/attachments)

6/24/2024

A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 4-0. A motion to approve the Bond

resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved via Roll Call vote 4-0.

FINANCIAL IMPACT:

Bond Resolution - \$100,000

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



Town of Amherst Planning Department

Erie County, New York



13.A.2.a

Brian J. Kulpa
Supervisor

Daniel C. Howard, AIC
Planning Director

Daniel J. Ulatowski, AIC
Assistant Planning Director

MEMORANDUM

June 13, 2024

TO: Dominic Creamer, Town Forester
Highway Department

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

RE: SEQR Classification – Town-Wide Tree Maintenance
2024-2029 C.I.P. Project H-7

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II Action under the provisions of SEQR according to Part 617.5(b). Therefore, no further environmental review is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\06-13-2024_H-7_Town-Wide Tree Maintenance.docx

cc: Marty Polowy, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: SEQR.TwnwdeTree-06172024100901 (RES-2024-543 : Townwide Tree Maintenance (Bond Resolution - \$100,000))

EXTRACT OF MINUTES
Meeting of the Town Board of the
Town of Amherst, in the
County of Erie, New York
June 24, 2024

* * *

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on June 24, 2024.

There were present: Hon. Brian J. Kulpa, Supervisor; and

Board members: Jacqueline Berger, Councilwoman
Angela Marinucci, Councilwoman
Shawn Lavin, Deputy Supervisor/Councilman
Michael R. Szukala, Councilman

There were absent:

Also present: Francina J. Spoth, Town Clerk

* * *

_____ offered the following resolution and moved its
adoption:

Attachment: CertBondReso (RES-2024-543 : Townwide Tree Maintenance (Bond Resolution - \$100,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED JUNE 24, 2024, AUTHORIZING TOWN-WIDE TREE PLANTING AND RESTORATION, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$100,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF \$100,000 TO FINANCE SAID APPROPRIATION

THE TOWN BOARD OF THE TOWN OF AMHERST, IN THE COUNTY OF ERIE, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said Town Board) AS FOLLOWS:

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the “Town”), is hereby authorized to undertake Town-wide tree planting and restoration as described in the map, plan and report dated June 2024 and prepared by the Town Highway Department (2024-2029 Capital Improvement Program Project H-7). The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$100,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the principal amount of \$100,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of \$100,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the “Law”), to finance said appropriation.

Section 3. The following additional matters are hereby determined and declared:

(a) The period of probable usefulness applicable to the class of objects or purposes for which said bonds are authorized to be issued, within the limitations of Section Sections 11.00 a. 57(1st) of the Law, is five (5) years.

(b) The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the Town for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

(c) The proposed maturity of the bonds authorized by this resolution will not exceed five (5) years.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the Town, payable as to both principal and interest by general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds, and any notes in anticipation thereof to mature in such year, and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the Town Board relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and as to the execution of agreements for credit enhancements, are hereby delegated to the Supervisor, the chief fiscal officer of the Town.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 7. This bond resolution shall take effect immediately, and the Town Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in the

“Amherst Bee,” a newspaper having a general circulation within said Town and hereby designated as the official newspaper of the Town for such publication.

The adoption of the foregoing resolution was seconded by _____ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

Attachment: CertBondReso (RES-2024-543 : Townwide Tree Maintenance (Bond Resolution - \$100,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on June 24, 2024, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

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

(SEAL)

Town Clerk

Attachment: CertBondReso (RES-2024-543 : Townwide Tree Maintenance (Bond Resolution - \$100,000))



Town of Amherst Highway Department

Town-Wide Tree Maintenance *2024 - 2029 C.I.P. Project H-7*

Map, Plan & Report
June 2024

CONTENTS:

- Approved 2024 - 2029 C.I.P. Project H-7
- Introductions / Existing Conditions
- Proposed Scope
- Financial / Taxation Summary
- SEQR Determination

Prepared by
Town of Amherst Highway Department
1042 North Forest Rd.
Williamsville, NY 14221
(716) 631-7117

Attachment: MPR 2024 H-7 Town Wide Tree Planting (RES-2024-543 : Townwide Tree Maintenance (Bond Resolution - \$100,000))

TOWN OF AMHERST

Town-wide Tree Planting & Restoration

APPROVED 2024-2029 CIP PROJECT H-7

Approved 2024 – 2029 Capital Improvement Program (11-9-23)								
Highway Department		Recommended Schedule (X \$1,000)						
Project ID	Project Title/Description	2024	2025	2026	2027	2028	2029	Total Cost 2024-2029
H-1	Vac Truck: Purchase of a vac truck in conjunction with the NYSDEC.	132 LH 394 F/S						\$526,000
H-2	Paving: Repave various Town roads.	1,000 LD	1,500 LD	2,000 LD	2,250 LD	2,250 LD	2,250 LD	\$11,250,000
H-3	Town-wide Road Striping: Striping of various Town roads.	50 LD	100 LD	100 LD	100 LD	100 LD	100 LD	\$550,000
H-4	Town-wide Curbing Repair: Replacement of Town curbs as needed based on complaints received.		100 LD	100 LD	100 LD	201.3 LD	201.3 LD	\$702,600
H-5	Town-wide Guide Rail Replacement: Replace guide rails that are in disrepair.		50 LD		50 LD		50 LD	\$150,000
H-6	Town-wide Repair of Park Structures: Repair structures on Town Park and Trail properties including restrooms, shelters, boat docks, benches, tables and seating.		150 LA	150 LA	200 LA	200 LA	200 LA	\$900,000
H-7	Town-wide Tree Maintenance: Removal and planting of trees and shrubs on Town property and in Town rights-of-ways.	200 LB						\$200,000
	Various Signal Upgrades: Upgrade signal controllers at intersections to	150 LA						\$150,000

INTRODUCTION / EXISTING CONDITIONS:

The Town of Amherst Parks Department, which is a part of the Amherst Highway Department, maintains all of the town owned trees located on the Town of Amherst right of ways (R.O.W.), in town parks, recreational areas, and on town owned properties. Due to various unforeseen diseases associated with our tree population, budget restraints, the town continues to struggle to keep up with the demand to continue the town of Amherst tree population.

PROPOSED SCOPE:

In order to address the ongoing deterioration of existing trees on town right of ways and town owned properties, these funds will be used for tree plantings throughout the Town.

It is anticipated that all of the above referenced activities will be completed by the end of 2025.

The above project will be bonded against the Town of Amherst General Fund at a *total project cost* of \$100,000. The scope of this project will have a period of probable usefulness of a minimum of 5 years.

FINANCIAL SUMMARY:

Tree Planting:	\$99,500.00
Legal/Admin Fees:	<u>\$500.00</u>
Total Project	\$100,000.00

TAXATION SUMMARY:

Total Bond Amount:	\$100,000.00 (Part-Town Fund)
Bond Term:	5 Years
Annual Tax Impact:	\$0.0014 per \$1,000 AV at 100% equalization
Typical Property Tax Impact:	\$0.4065 per \$300,000 AV at 100% equalization

SEQR:

See attached memo from the Amherst Planning Department.



Town of Amherst Planning Department

Erie County, New York



Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

MEMORANDUM

June 13, 2024

TO: Dominic Creamer, Town Forester
Highway Department

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

RE: SEQR Classification – Town-Wide Tree Maintenance
2024-2029 C.I.P. Project H-7

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II Action under the provisions of SEQR according to Part 617.5(b). Therefore, no further environmental review is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\06-13-2024_H-7_Town-Wide Tree Maintenance.docx

cc: Marty Polowy, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: MPR 2024 H-7 Town Wide Tree Planting (RES-2024-543 : Townwide Tree Maintenance (Bond Resolution - \$100,000))



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

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

DOC ID: 29140

RESOLUTION 2024-544

ADOPTED

Consent to Formation of Cimato & Sons Sewerage Works Corporation

AGENDA ITEM : JUNE 24TH, 2024

TO: Town Board

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

DATE: June 17, 2024

RE: Consent To Formation of Cimato & Sons Sewerage Works Corporation (4300 Millersport Highway)

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

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.

MAP:nmb

c: Tim Koller, Deputy Town Clerk (**Agenda Item - June 24, 2024**)
 Dan Howard, Director of Planning
 Jeffrey S. Burroughs, PE, Town Engineer

Vaishali Reberholt, PE, Assistant Town Engineer

6/24/2024

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



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 06/24/24 07:00 PM
 Department: Town Attorney
 Initiated by: **Samuel A Alba**
 Co-Sponsored by:

DOC ID: 29145

RESOLUTION 2024-545

ADOPTED

Settlement of Article 7 Matter - 570 DAB 58, LLC V. Town of Amherst

AGENDA ITEM : JUNE 24TH, 2024

TO: Town Board

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

DATE: June 18, 2024

RE: Settlement of Article 7 Matter
 570 DAB 58, 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 24, 2024**)
 Emily Murphy, Town Assessor

6/24/2024

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. KELLY VACCO

**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 570 DAB 58, LLC

**CONSENT ORDER
AND JUDGMENT**

Petitioner,

-vs.-

**Index No.:
809109/2023**

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 2350 Maple Road 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 2350 Maple Road (SBL #57.03-1-1.111) 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

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 #57.03-1-1.111 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	\$2,260,000

and it is further

STIPULATED, ORDERED and ADJUDGED, that the assessment on the property designated as SBL #57.03-1-1.111 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 \$2,900,000
2025-26	The assessment for the 2025-26 tax year will be based on a FMV of \$2,900,000
2026-27	The assessment for the 2026-27 tax year will be based on a FMV of \$2,900,000

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

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 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

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: 6/13/2024By: 

Michael B. Risan, Esq.
Attorneys for Intervenor-Respondent,
Williamsville Central School District
 140 Pearl Street, Suite 100
 Buffalo, New York 14202-4040

SO ORDERED:

 HON. KELLY VACCO

ENTER:

52/37430/631190



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 06/24/24 07:00 PM
 Department: Town Attorney
 Initiated by: **Samuel A Alba**
 Co-Sponsored by:

DOC ID: 29164

RESOLUTION 2024-546

ADOPTED

Settlement of Article 7 Matter - Alman Company, LLC V. Town of Amherst

AGENDA ITEM : JUNE 24TH, 2024

TO: Town Board

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

DATE: June 20, 2024

RE: Settlement of Article 7 Matter
 Alman Company, LLC v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

(2) Authorizing Senior Deputy Town Attorney Samuel A. Alba, Esq. to sign the attached Stipulation of Settlement and Order 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 24, 2024**)
 Emily Murphy, Town Assessor

6/24/2024

Consent

FINANCIAL IMPACT:

Assessment

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

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

ALMAN COMPANY LLC, MAPLE DEVELOPMENT
ASSOCIATES LLC, and ACG MAPLE
DEVELOPMENT ASSOCIATES LP,

Petitioners,

vs.

THE ASSESSOR FOR THE TOWN OF AMHERST,
THE BOARD OF ASSESSMENT REVIEW FOR THE
TOWN OF AMHERST, and THE TOWN OF
AMHERST, NEW YORK,

Respondents.

**STIPULATION OF
SETTLEMENT AND
ORDER**

Index No.: 809411/2023

Assigned Justice:
Hon. Gerald J. Greenan, J.S.C.

WHEREAS, Petitioners Alman Company LLC, Maple Development Associates LLC, and ACG Maple Development Associates LP (hereinafter, the “Petitioners”), having commenced the above-captioned proceeding pursuant to Real Property Tax Law Article 7 to review the assessments on certain property located at 3999 Maple Road (SBL # 54.03-1-11.1), 4023-4053 Maple Road (SBL # 54.73-1-1.111), and 4955 North Bailey Avenue (SBL # 54.73-1-1.112) for the tax year 2023/24 (the “Subject Properties”), in the Town of Amherst, County of Erie, and State of New York, and Petitioners having appeared by Goldberg Segalla LLP (Marc W. Brown, Esq., of counsel); Respondents The Assessor for the Town of Amherst, The Board of Assessment Review for the Town of Amherst, and The Town of Amherst, New York (collectively, the “Respondents”) having appeared by the Town of Amherst Attorney’s Office (Samuel A. Alba, Esq., of counsel); Intervenor-Respondent Sweet Home Central School District of Amherst and Tonawanda, New York, having appeared by Gross Shuman P.C. (John K. Rottaris, Esq., of

counsel); and Intervenor-Respondent County of Erie, having appeared by Lippes Mathias LLP (Margaret A. Hurley, Esq., of counsel); and

WHEREAS, Petitioners, Respondents, and Intervenor-Respondents are collectively referred to herein as the “Parties”; and

WHEREAS, the Parties have entered into extensive settlement negotiations and have agreed that settlement is in their best interests in order to avoid the cost of further litigation, among other things; and

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, that the Parties propose to settle and resolve their differences upon the terms and conditions set forth in this Stipulation of Settlement and Order:

1. The Subject Properties are located in the Town of Amherst, Sweet Home Central School District of Amherst and Tonawanda, New York, and the County of Erie taxing and assessing jurisdictions and, if applicable, their special and other districts (e.g., sewer, fire, and library districts, for instance). There is no applicable village taxing unit.

2. The general ratio of assessed values of real property to full values of real property in the Town of Amherst for the tax year 2023/24 was 62%.

3. The 2023 Tentative Full Value Assessment and 2023 Settlement Full Value Assessment on the Subject Properties are as follows:

Parcel Number and Address	2023 Tentative Full Value Assessment	2023 Settlement Full Value Assessment
3999 Maple Road (54.03-1-11.1)	\$1,370,968	\$800,000
4023-4053 Maple Road (54.73-1-1.111)	\$4,865,000	\$4,100,000
4955 N Bailey Avenue (54.73-1-1.112)	\$1,516,129	\$1,000,000

4. The full value assessments on the Subject Properties for the assessment year 2024-25 will be \$229,032 (SBL # 54.03-1-11.1), \$3,335,000 (SBL # 54.73-1-1.111), and \$483,871 (SBL # 54.73-1-1.1112).

5. With regard to assessment year 2025, Petitioners shall notify the Assessor and all other relevant officers and authorities of the relevant taxing jurisdictions by email and Federal Express or personal delivery on or before April 1, 2025, if the refund credit from assessment year 2023-24 applied in assessment year 2024-25 did not accurately reflect the refund that Petitioners should have received in assessment year 2023-24. In the event of an undercalculation, the relevant taxing jurisdictions will “true up” the full value assessments on the Subject property by subtracting an additional refund credit from the full value assessments on the Subject Properties for the assessment year 2025, which are \$800,000 (SBL # 54.03-1-11.1), \$4,100,000 (SBL # 54.73-1-1.111), and \$1,000,000 (SBL # 54.73-1-1.1112), and the roll shall be corrected within 45 days of Petitioners’ notification and, if not corrected, refund the overpayment by official checks payable to “Alman Company LLC, Maple Development Associates LLC, and ACG Maple Development Associates LP”, and mailed to Goldberg Segalla LLP, Marc W. Brown, Esq., 665 Main Street, Buffalo, New York 14203-1425, and paid without interest or penalty if paid within 60 days of receipt of Petitioners’ notification.

6. With regard to assessment year 2026, the full market value assessments on the Subject Properties will be \$800,000 (SBL # 54.03-1-11.1), \$4,100,000 (SBL # 54.73-1-1.111), and \$1,000,000 (SBL # 54.73-1-1.1112).

7. The Parties acknowledge and agree that the aforementioned reduced assessments are fair, equitable, proper, and just.

8. Real Property Tax Law Section 727 shall apply to this settlement to the Subject Properties' assessments at the levels stated above in paragraphs 4, 5, and 6.

9. This action shall be discontinued, with prejudice, upon entry of this Stipulation of Settlement and Order. Petitioners shall have the right to seek specific enforcement of the terms of this Stipulation of Settlement and Order and to otherwise enforce this Stipulation of Settlement and Order by whatever means provided by law.

10. This Stipulation of Settlement and Order shall not be construed as a waiver of Petitioners' right to raise any constitutional claims associated with this action or the parcels at issue.

11. This Stipulation of Settlement and Order shall be considered the Parties' entire understanding and agreement between and among them, and a full settlement of the tax certiorari without costs or disbursements awarded to or against any of the Parties upon their compliance with the terms of the Stipulation of Settlement and Order.

12. There shall be no modification of this Stipulation of Settlement and Order except by a subsequent writing signed by the authorized representatives of the Parties herein, and "So Ordered" by the Court.

13. The Parties authorize their attorneys to execute this Stipulation of Settlement and Order and to seek the Court's approval and entry of the same, and each signatory below affirms that they have the proper authority to so execute this Stipulation.

14. If any provision of this Stipulation of Settlement and Order shall be determined to be invalid, illegal, null, or void, or unenforceable to any extent, the remainder of this Stipulation shall remain in effect to the fullest extent of the law.

15. This Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of this Stipulation of Settlement and Order.

16. Electronic signatures and electronically transmitted images of original signatures shall be deemed original signatures for the purposes of expediting the filing of this Stipulation of Settlement and Order.

17. This Stipulation of Settlement and Order may be executed in multiple counterparts including by means of facsimile, PDF/ADOBE e-mail, etc., each of which shall be deemed an original, but all of which together shall be considered and constitute one and the same instrument.

18. An executed copy of the Stipulation of Settlement and Order, shall be entered and docketed in the appropriate County Clerk's Office by Petitioners, then filed with the Town Assessor's permanent records. E-mail transmission of the Notice of Entry of this Stipulation of Settlement and Order to counsel shall be sufficient.

Dated: Buffalo, New York
June __, 2024

Dated: Williamsville, New York
June __, 2024

GOLDBERG SEGALLA LLP

AMHERST TOWN ATTORNEY'S OFFICE

By: _____

Marc W. Brown

Attorneys for Petitioners

665 Main Street

Buffalo, New York 14203

Telephone No.: (716) 566-5400

E-mail: mwbrown@goldbergsegalla.com

By: _____

Samuel A. Alba

Attorneys for Respondents

5583 Main Street

Williamsville, New York 14221

Telephone No.: (716) 631-7030

E-mail: salba.amherst.ny.us

Dated: Buffalo, New York
June __, 2024

GROSS SHUMAN P.C.

By: _____
John K. Rottaris
Attorneys for Intervenor-Respondent
Sweet Home Central School District of
Amherst and Tonawanda, New York
465 Main Street, Suite 600
Buffalo, New York 14203
Telephone No.: (716) 854-4300
E-mail: jrottaris@gross-shuman.com

Dated: Buffalo, New York
June __, 2024

LIPPES MATHIAS LLP

By: _____
Margaret A. Hurley
Attorneys for Intervenor-Respondent
County of Erie
50 Fountain Plaza, Suite 1700
Buffalo, New York 14202
Telephone No.: (716) 853-5100
E-mail: mhurley@lippes.com

SO ORDERED AND ENTERED THIS _____ DAY OF _____, 2024

By: _____
HON. GERALD J. GREENAN, J.S.C.



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 06/24/24 07:00 PM
 Department: Town Attorney
 Initiated by: **Samuel A Alba**
 Co-Sponsored by:

DOC ID: 29163

RESOLUTION 2024-547

ADOPTED

Settlement of Article 7 Matter - New Carborundum V. Town of Amherst

AGENDA ITEM : JUNE 24TH, 2024

TO: Town Board

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

DATE: June 20, 2024

RE: Settlement of Article 7 Matter
 New Carborundum v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

(2) Authorizing Senior Deputy Town Attorney Samuel A. Alba, Esq. to sign the attached Stipulation of Settlement and Order 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 24, 2024**)
 Emily Murphy, Town Assessor

6/24/2024

Consent

FINANCIAL IMPACT:

Assessment

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

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

NEW CARBORUNDUM CORPORATION and
SAINT-GOBAIN CERAMICS & PLASTICS INC.,

Petitioners,

vs.

THE ASSESSOR FOR THE TOWN OF AMHERST,
THE BOARD OF ASSESSMENT REVIEW FOR THE
TOWN OF AMHERST, and THE TOWN OF
AMHERST, NEW YORK,

Respondents.

**STIPULATION OF
SETTLEMENT AND
ORDER**

Index No.: 809412/2023

Assigned Justice:
Hon. Emilio Colaiaacovo, J.S.C.

WHEREAS, Petitioners New Carborundum Corporation and Saint-Gobain Ceramics & Plastics Inc. (hereinafter, the “Petitioners”), having commenced the above-captioned proceeding pursuant to Real Property Tax Law Article 7 to review the assessment on certain property located at 168 Creekside Drive (SBL # 26.19-3-13.1) for the tax year 2023/24 (the “Subject Property”), in the Town of Amherst, County of Erie, and State of New York, and Petitioners having appeared by Goldberg Segalla LLP (Marc W. Brown, Esq., of counsel); Respondents The Assessor for the Town of Amherst, The Board of Assessment Review for the Town of Amherst, and The Town of Amherst, New York (collectively, the “Respondents”) having appeared by the Town of Amherst Attorney’s Office (Samuel A. Alba, Esq., of counsel); Intervenor-Respondent Sweet Home Central School District of Amherst and Tonawanda, New York, having appeared by Gross Shuman P.C. (John K. Rottaris, Esq., of counsel); and Intervenor-Respondent County of Erie, having appeared by Lippes Mathias LLP (Margaret A. Hurley, Esq., of counsel); and

WHEREAS, Petitioners, Respondents, and Intervenor-Respondents are collectively referred to herein as the “Parties”; and

WHEREAS, the Parties have entered into extensive settlement negotiations and have agreed that settlement is in their best interests in order to avoid the cost of further litigation, among other things; and

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, that the Parties propose to settle and resolve their differences upon the terms and conditions set forth in this Stipulation of Settlement and Order:

1. The Subject Property is located in the Town of Amherst, Sweet Home Central School District of Amherst and Tonawanda, New York, and the County of Erie taxing and assessing jurisdictions and, if applicable, their special and other districts (e.g., sewer, fire, and library districts, for instance). There is no applicable village taxing unit.

2. The general ratio of assessed values of real property to full values of real property in the Town of Amherst for the tax year 2023/24 was 62%.

3. The 2023 Tentative Full Value Assessment and 2023 Settlement Full Value Assessment on the Subject Property is as follows:

Parcel Number and Address	2023 Tentative Full Value Assessment	2023 Settlement Full Value Assessment
168 Creekside Drive (26.19-3-13.1)	\$5,274,194	\$4,245,000

4. The full value assessment on the Subject Property for the assessment year 2024-25 will be \$3,215,806.

5. With regard to assessment year 2025, Petitioners shall notify the Assessor and all other relevant officers and authorities of the relevant taxing jurisdictions by email and Federal

Express or personal delivery on or before April 1, 2025, if the refund credit from assessment year 2023-24 applied in assessment year 2024-25 did not accurately reflect the refund that Petitioners should have received in assessment year 2023-24. In the event of an undercalculation, the relevant taxing jurisdictions will “true up” the full value assessments on the Subject property by, subtracting an additional refund credit from the full value assessment on the Subject Property for the assessment year 2025, which will be \$4,245,000, and the roll shall be corrected within 45 days of Petitioners’ notification and, if not corrected, refund the overpayment by official checks payable to “Saint-Gobain Ceramics & Plastics Inc.”, and mailed to Goldberg Segalla LLP, Marc W. Brown, Esq., 665 Main Street, Buffalo, New York 14203-1425, and paid without interest or penalty if paid within 60 days of receipt of Petitioners’ notification.

6. With regard to assessment year 2026, the full market value assessment on the Subject Property will be \$4,245,000.

7. The Parties acknowledge and agree that the aforementioned reduced assessment is fair, equitable, proper, and just.

8. Real Property Tax Law Section 727 shall apply to this settlement to the Subject Property’s assessment at the levels stated above in paragraphs 4, 5, and 6.

9. This action shall be discontinued, with prejudice, upon entry of this Stipulation of Settlement and Order. Petitioners shall have the right to seek specific enforcement of the terms of this Stipulation of Settlement and Order and to otherwise enforce this Stipulation of Settlement and Order by whatever means provided by law.

10. This Stipulation of Settlement and Order shall not be construed as a waiver of Petitioners’ right to raise any constitutional claims associated with this action or the parcels at issue.

11. This Stipulation of Settlement and Order shall be considered the Parties' entire understanding and agreement between and among them, and a full settlement of the tax certiorari without costs or disbursements awarded to or against any of the Parties upon their compliance with the terms of the Stipulation of Settlement and Order.

12. There shall be no modification of this Stipulation of Settlement and Order except by a subsequent writing signed by the authorized representatives of the Parties herein, and "So Ordered" by the Court.

13. The Parties authorize their attorneys to execute this Stipulation of Settlement and Order and to seek the Court's approval and entry of the same, and each signatory below affirms that they have the proper authority to so execute this Stipulation.

14. If any provision of this Stipulation of Settlement and Order shall be determined to be invalid, illegal, null, or void, or unenforceable to any extent, the remainder of this Stipulation shall remain in effect to the fullest extent of the law.

15. This Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of this Stipulation of Settlement and Order.

16. Electronic signatures and electronically transmitted images of original signatures shall be deemed original signatures for the purposes of expediting the filing of this Stipulation of Settlement and Order.

17. This Stipulation of Settlement and Order may be executed in multiple counterparts including by means of facsimile, PDF/ADOBE e-mail, etc., each of which shall be deemed an original, but all of which together shall be considered and constitute one and the same instrument.

18. An executed copy of the Stipulation of Settlement and Order shall be entered and docketed in the appropriate County Clerk's Office by Petitioners, then filed with the Town

Assessor's permanent records. E-mail transmission of the Notice of Entry of this Stipulation of Settlement and Order to counsel shall be sufficient.

Dated: Buffalo, New York
June ___, 2024

Dated: Williamsville, New York
June ___, 2024

GOLDBERG SEGALLA LLP

AMHERST TOWN ATTORNEY'S OFFICE

By: _____

Marc W. Brown
Attorneys for Petitioners
665 Main Street
Buffalo, New York 14203
Telephone No.: (716) 566-5400
E-mail: mwbrown@goldbergsegalla.com

By: _____

Samuel A. Alba
Attorneys for Respondents
5583 Main Street
Williamsville, New York 14221
Telephone No.: (716) 631-7030
E-mail: salba.amherst.ny.us

Dated: Buffalo, New York
June ___, 2024

Dated: Buffalo, New York
June ___, 2024

GROSS SHUMAN P.C.

LIPPES MATHIAS LLP

By: _____

John K. Rottaris
Attorneys for Intervenor-Respondent
Sweet Home Central School District of
Amherst and Tonawanda, New York
465 Main Street, Suite 600
Buffalo, New York 14203
Telephone No.: (716) 854-4300
E-mail: jrottaris@gross-shuman.com

By: _____

Margaret A. Hurley
Attorneys for Intervenor-Respondent
County of Erie
50 Fountain Plaza, Suite 1700
Buffalo, New York 14202
Telephone No.: (716) 853-5100
E-mail: mhurley@lippes.com

SO ORDERED AND ENTERED THIS _____ DAY OF _____, 2024

By: _____
HON. GERALD J. GREENAN, J.S.C.



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

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

DOC ID: 29125

RESOLUTION 2024-548

ADOPTED

Fireworks - the Park Country Club

Request for fireworks permit on July 4, 2024 at approx. 9:30 PM at Park Country Club, 4949 Sheridan Drive with the following conditions:

1. That the spectators, parking area, and dwellings be 560 feet from the fireworks discharge location for vertical mortars. (max 8 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 actual shooters listed on the application be present at the site or a substitute shooters list be submitted five (5) or more days prior to the event. Submitted shooters are Milton Surre, Dennis Otto, Steven Knapp, and Joshua Knapp.
5. Display shall follow NFPA 1123-2018 & IFC 2020.
6. Outdoor crowds over 1000 people require a crowd managers as per the International Fire Code.
7. 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.
8. The Amherst Town Board shall designate a time when the Fireworks display must conclude.

6/24/2024

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

BRIAN P. ANDRZEJEWSKI, I
Commissioner of Building

Memorandum

DATE: June 11, 2024

TO: Francina Spoth, Town Clerk

FROM: Bryan W. Parnell, Senior Fire Inspector

RE: Fireworks Display – Park Country Club 4949 Sheridan Dr.

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 dwellings be 560 feet from the fireworks discharge location for vertical mortars. (max. 8 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 actual shooters listed on the application be present at the site or a substitute shooters list be submitted five (5) or more days prior to the event. Submitted shooters are Milton Surre, Dennis Otto, Steven Knapp and Joshua Knapp.
- 5) Display shall follow NFPA 1123-2018 & IFC 2020.
- 6) Crowds over 1000 people require a crowd managers as per the International Fire Code.
- 7) 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.
- 8) The Amherst Town Board shall designate a time when the Fireworks display must conclude.

Bryan W. Parnell

Senior Fire Inspector
Fire Safety Division

Attachment: The Park Country Club-06122024141414 (RES-2024-548 : Fireworks - the Park Country Club)

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 06/11/2024	DATE ISSUED 06/11/2024	EXPIRATION DATE 07/05/2024	PERMIT NUMBER FP-2024-0034
---------------------------------------	----------------------------------	--------------------------------------	--------------------------------------

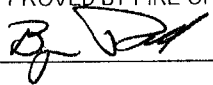
APPLICANT Park Country Club Of	ADDRESS 4949 Sheridan Dr Williamsville	PHONE NUMBER
--	--	--------------

LOCATION OF ACTIVITY: - (SITE) 4949 Sheridan Dr, Amherst, NY 14221

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.)

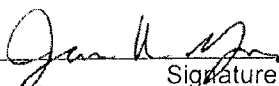
Fireworks Display
July 4, 2024 at approx 9:30 PM
Must comply with IFC and NFPA
8 inch max shell (560 foot clearance)
Fire extinguishers required
Amherst Town Board to set a time for the display to conclude

IN ACCORDANCE WITH THE FIRE PREVENTION CODE OR NFPA SECTION(S):

APPROVED BY FIRE OFFICIAL 	DATE 06/11/2024	FEE PAID 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 R. Young - President, Young Explosives Corporation
Signature	Title

DO NOT WRITE BELOW THIS LINE

COMMENTS:

APPROVED BY FIRE OFFICIAL

DATE

**HERE
SIGN**

WHERE APPLICABLE - SEPARATE PERMITS ARE REQUIRED FOR BUILDING CONSTRUCTION ACTIVITY INCLUDING ELECTRICAL, PLUMBING, AND MECHANICAL INSTALLATIONS.

Attachment: The Park Country Club-06122024141414 (RES-2024-548 : Fireworks - the Park Country Club)

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:

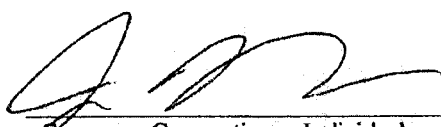
1. Name of individual/company sponsoring the display and the names of the persons actually to be in charge of the firing of the display areas: **The Park Country Club**
Young Explosives Corporation
2. Date and time of day at which the display is to be held: Add reason for display: wedding, corporate event etc.
Thursday, July 4, 2024 for 4th of July holiday @ 9:30 pm
3. Exact location planned for the display:

The Park Country Club grounds: 4949 Sheridan Drive, Williamsville, NY 14221

4. Age, experience and physical characteristics of individuals who are to discharge fireworks:
Milton Surre- male over 18 Steven Knapp- male over 18
Dennis Otto- male over 18 Joshua Knapp- male over 18
5. Number and kind of fireworks to be discharged (include largest shell size):
Approx. 275 misc. 1.3G and 1.4G shells with the largest shell size of 8" (560' 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 \$150.00 made out to "Town of Amherst".

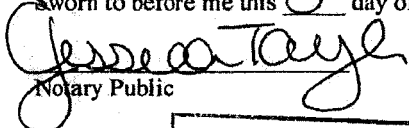
Date:

STATE OF NEW YORK
MONROE COUNTY
TOWN OF BRANTON


Company, Corporation or Individual
James R. Young on behalf of

By: James R. Young

Sworn to before me this 5th day of June 2024

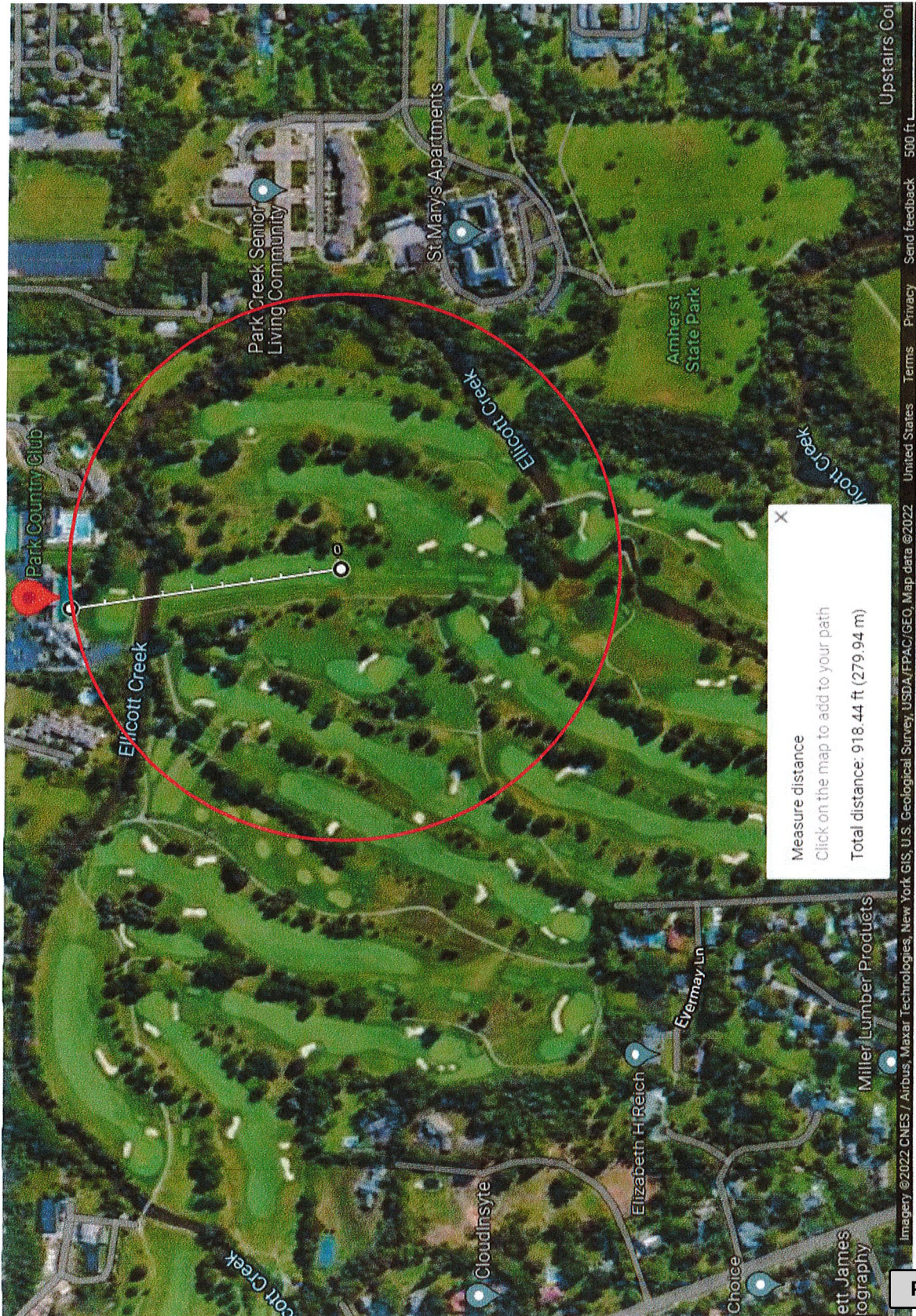

Notary Public

Jessica E Taylor
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. No. 01TA6255459
Qualified in Monroe County
Commission Expires 03/15/2028

Attachment: The Park Country Club-06122024141414 (RES-2024-548 : Fireworks - the Park Country Club)

The Park Country Club
4949 Sheridan Dr, Williamsville, NY 14221
May (2022)

13.B.1.a



Attachment: The Park Country Club-06122024141414 (RES-2024-548 : Fireworks - the Park Country Club)



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 5/29/2024

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 3737 Park East Dr. STE 204 Beachwood OH 44122	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL: ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED 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: 803960720

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	SI8GL00353-241	3/20/2024	3/20/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	Y	Y	SI8CA00054-241	3/20/2024	3/20/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	Y	Y	P-001-000088056-06	3/20/2024	3/20/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	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: The Park Country Club grounds, 4949 Sheridan Drive, Williamsville, NY 14221

Additional Insured: The Park Country Club of Buffalo, Inc.; Town of Amherst, NY; Village of Williamsville, NY

Group Code: Cert#24-330

CERTIFICATE HOLDER
CANCELLATION

The Park Country Club of Buffalo, Inc. 4949 Sheridan Dr. Williamsville NY 14221 United States	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.

SH-862 (3/22)
 DIVISION OF SAFETY HEALTH
 LICENSE AND CERTIFICATE UNIT
 STATE OFFICE CAMPUS, BLDG. 1
 ALBANY, NY 12226

WE ARE YOUR DOL



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: The Park Country Club-06122024141414 (RES-2024-548 : Fireworks - the Park Country Club)

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)

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

James R. Young

Printed Name

President

Position/Title

11/4/2021

Date

Previous Edition is Obsolete

YOUNG EXPLOSIVES CORP 2165 NEW MICHIGAN ROAD 14424-0000 6-NY-069-21-4K-00338-01000001, 2024-21-4K-00338-01000001

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 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.

Attachment: The Park Country Club-06122024141414 (RES-2024-548 : Fireworks - the Park Country Club)



**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: The Park Country Club-06122024141414 (RES-2024-548 : Fireworks - the Park Country Club)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

***** 160900107
YOUNG EXPLOSIVES CORP
P O BOX 18653
ROCHESTER NY 14618



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER YOUNG EXPLOSIVES CORP P O BOX 18653 ROCHESTER NY 14618		CERTIFICATE HOLDER YOUNG EXPLOSIVES CORPORATION PO BOX 18653 ROCHESTER NY 14618-1461	
POLICY NUMBER R 400 999-9	CERTIFICATE NUMBER 135554	POLICY PERIOD 01/01/2024 TO 01/01/2025	DATE 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](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.

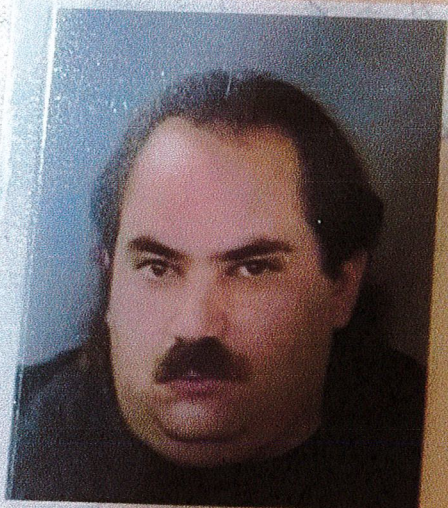
BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 5 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 406881560

STATE OF NEW YORK - DEPARTMENT OF LABOR
PYROTECHNICIAN CERTIFICATE OF COMPETENCE



MILTON S SURRE

CLASS: B

NON PROXIMATE AUDIENCE ONLY

THIS CARD MUST BE CARRIED

WHEN USING PYROT

CERT# PR-789

EXPIRES 06/25

NYC & NYS CERTIFICATIONS REQUIRED IN NYC

01213 006304931 69



DMV# 851075169

IF FOUND, RETURN TO:

EYES BRO

NYSDOL - L&C UNIT

HAIR BRO

ROOM 161 BUILDING 12

HGT 5' 9 "

STATE OFFICE CAMPUS

ALBANY NY 12240



01213 006304931 69



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

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

DOC ID: 29118

RESOLUTION 2024-549

ADOPTED

Amusement License - Gateway Longview

Request by Gateway Longview. for a First Class Amusement License to hold an outdoor event at 6350 Main St. on July 26, 2024 from 3 PM - 7 PM.

Supervising Code Enforcement Officer recommends a fee of \$5.00 per day.

The following conditions apply:

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

6/24/2024

Consent

FINANCIAL IMPACT:

Income for the Town of Amherst

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

INTER-DEPARTMENTAL CORRESPONDENCE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7080

FAX: (716) 631-7192

Mark S. Berke, P.E.
Commissioner of Building

Agenda Item

DATE: June 6, 2024

TO: Town Board

FROM: Douglas Gesel, Supervising Code Enforcement Officer

RE: Amusement License for 6350 Main Street, Gateway Longview

In response to the Amusement License Application dated from Raelene Jilliff,

I recommend the approval of his request for First Class outdoor events at the above noted address. The fee for such an event is set by the Town Board, the fee can be from \$5.00 - \$50.00 per day, or fraction thereof.

With the event being on July 26, 2024 from 3:00 pm until 7:00pm in the parking lot of the address noted above, I would recommend a fee of \$5.00.

I would recommend that the following conditions be stated:

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

Please contact me if you have any questions regarding this response.

Douglas Gesel, Supervising Code Enforcement Officer

cc: Fran Spoth, Town Clerk, Mark Berke P.E. Commissioner of Building, Bryan Parnell, Senior Fire Inspector

Brownson, Ashley

From: burst@emailmeform.com on behalf of EmailMeForm <burst@emailmeform.com>
Sent: Monday, May 13, 2024 4:19 PM
To: Brownson, Ashley
Subject: Amusement License Application: 15

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

Resident /
Organization: Gateway Longview

***:**

Event 6350 Main Street
Address*: 6350 Main Street, NY 14221

Describe Christmas In July - family friendly with kids activities such as face painting, visit with Santa,
Event*: Chiavetta's Chicken Dinner, raffle prizes. No alcohol will be served.

List All
Dates*: Friday July 26th

Start Time*: 03:00 PM

End Time*: 07:00 PM

Please supply
a site plan
with
designated
area for the Christmas In July Map.pdf
event with
your
application*:

Name of
Organizer*: Raelene Jolliff

6350 Main Street
Address*: Williamsville, New York 14221

Phone*: 716-380-7235

Attachment: Gateway Longview-06102024103136 (RES-2024-549 : Amusement License - Gateway Longview)

Email*: rjolliff@gateway-longview.org

Signature*:

A handwritten signature in black ink that reads "Raulene Jolliff". The signature is written in a cursive style with a large initial 'R' and a distinct 'J'.

Brownson, Ashley

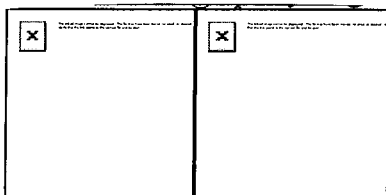
From: Scott Chamberlin
Sent: Tuesday, May 14, 2024 3:10 PM
To: Brownson, Ashley
Subject: Re: FW: Amusement License Application: 15

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

We have no issue with this event.

Regards,

Scott P. Chamberlin
Chief of Police
Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, NY 14228
(716) 689-1351



On Tue, May 14, 2024 at 8:53 AM Brownson, Ashley <abrownson@amherst.ny.us> wrote:
Please review the email below for an amusement license application. Send any comments back to me as soon as possible so we can place it on the earliest Town Board Agenda.
Thank you,

Ashley Brownson
Supervising Tax Clerk
Town of Amherst
716-631-7048

From: burst@emailmeform.com <burst@emailmeform.com>
Sent: Monday, May 13, 2024 4:19 PM
To: Brownson, Ashley <abrownson@amherst.ny.us>
Subject: Amusement License Application: 15

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.

Attachment: Gateway Longview-06102024103136 (RES-2024-549 : A Amusement License - Gateway Longview)

For best security and privacy of your information, we recommend viewing this entry in the Data Manager

View Entry<https://us-east-2.protection.sophos.com?d=emailmeform.com&u=aHR0cHM6Ly9hcHAuZW1haWxtZWZvcn0uY29tL2J1aWxkZXIvZm9ybXMvZW50cmllcy9hQjMyVTNlU2Q0P3VlaWQ9MTU=&i=NjE4YmM0NzkwOTc5NDgwZTIzYjMwNmYy&t=TnlYeDIQVmZLV1pQZXN2Z1MzUVJqb0Y4bG1uVFV1V29GZTIFRkFpN0dibz0=&h=a158d8f9017b4bb29525f2ab145a1b61&s=AVNPUEhUT0NFTkNSWVBUSVYEdmerb__7ID3nb4T60Vv3-9893M6h5zz5w98jO8t4mPnXmsjFbgBG2x0ab6Ci-qG_IKIUbF8opV1tXKJQ1W4>

Resident / Organization: *:

Gateway Longview

Event Address*:

6350 Main Street

6350 Main Street, NY 14221

Describe Event*:

Christmas In July - family friendly with kids activities such as face painting, visit with Santa, Chiavetta's Chicken Dinner, raffle prizes. No alcohol will be served.

List All Dates*:

Friday July 26th

Start Time*:

03:00 PM

End Time*:

07:00 PM

Please supply a site plan with designated area for the event with your application*:

Christmas In July Map.pdf<https://us-east-2.protection.sophos.com?d=emailmeform.com&u=aHR0cHM6Ly9maWxlcY5lbWFpbG1lZm9ybS5jb20vODc0MDg5L2NaRVU1Mnh3L0NocmlzdG1hcyUyMEluJTlwSnVseSUyME1hcC5wZGY=&i=NjE4YmM0NzkwOTc5NDgwZTIzYjMwNmYy&t=RzBpbm9RRS9mcWl4Z0hnSGs4Vys0ejg1MVA2d1E3NTlpeXI5aEQwZUw5bz0=&h=a158d8f9017b4bb29525f2ab145a1b61&s=AVNPUEhUT0NFTkNSWVBUSVYEdmerb__7ID3nb4T60Vv3-9893M6h5zz5w98jO8t4mPnXmsjFbgBG2x0ab6Ci-qG_IKIUbF8opV1tXKJQ1W4>

Name of Organizer*:

Raelene Jolliff

Address*:

6350 Main Street

Williamsville, New York 14221

Phone*:

716-380-7235

Email*:

rjolliff@gateway-longview.org

Signature*:

[Image removed by sender.]

● Main Entrances





Amherst Town Board

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

Francina J. Spoth
 Town Clerk

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

DOC ID: 29123

RESOLUTION 2024-550

ADOPTED

Amusement License - Town of Amherst Diversity Committee

Request by The Town of Amherst Diversity Committee, for a First Class Amusement License to hold an event on June 12, 2024. The event time for the date is 6:00 PM - 8:00 PM.

Code Enforcement Officer recommends the fee to be waived.

The following conditions apply:

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

The Town Board pre-approved this license.

6/24/2024

Consent

FINANCIAL IMPACT:

Income for 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

INTER-DEPARTMENTAL CORRESPONDENCE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7080

FAX: (716) 631-7192

Mark S. Berke, P.E.
Commissioner of Building

Agenda Item

DATE: June 12, 2024

TO: Town Board

FROM: Douglas Gesel, Supervising Code Enforcement Officer

RE: Amusement License for 351 Klein Rd, The Town of Amherst Diversity Committee
JUNETEENTH CONCERT & LECTURE

In response to the Amusement License Application dated June 11, 2024 from Angela Marinucci, I recommend the approval of his request for First Class outdoor events at the above noted address. The fee for such an event is set be the Town Board, the fee can be from \$5.00 to \$50.00 per day, or fraction thereof.

With the event being on June 12, 2024 from 6:00 pm until 8:00 pm in the parking lot and on the grounds of the address noted above, I would recommend fees be waived.

The following conditions are required:

- Food Trucks must have a current Town of Amherst Food Vendor License and have the current inspection sticker affixed to the vehicle.
- That all fire lanes be kept clear at all times.
- Tents in excess of 400 square feet being used, a fire prevention tent permit must be obtained.
- All temporary power must be code compliant.
- Bathroom facility must be made available & accessible.
- On site accessible parking must be maintained.
- Vehicle impact protection must be provided for the guest area.
- Fire Department access must be maintained at all times in the event of an emergency.
- Events with 1,000 guests or more will require "Crowd Managers" that are in compliance with Chapter 4 of the 2020 FCNYS.
- The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.
- Additional fire extinguishers may be required.

Please contact me if you have any questions regarding this response.

Douglas Gesel
Douglas Gesel, Supervising Code Enforcement Officer

Town of Amherst

Amusement License Application

All amusement license applications must be submitted at least three (3) weeks prior to event

Resident / Organization: Town of Amherst Diversity Committee

Event Address: Bassett Park 359 Klein Rd 14221

Describe Event: Juneteenth concert & lecture

List All Dates: June 12, 2024
Day / Month / Year & Day of Week

Time (Starting & Ending): 6:00-8:00pm

Please supply a site plan with designated area for the event with your application

Name of Organizer: Angela Marinucci

Address: 5583 Main Street 14221

Phone Number: (716) 631-7013

Email: amarinucci@amherst.ny.us

Signature of Organizer: _____

Date of Application: 6/11/24

For Office Use Only:

____ Submitted to Police & Building Dept

____ Fee determined by Town Board

____ Business or Resident Notified

____ Payment received

____ License issued and mailed out

Attachment: Juneteenth-06122024104351 (RES-2024-550 : Amusement License - the Town of Amherst Diversity Committee)

June 12, 2024

JUNETEENTH

Freedom Day Celebration



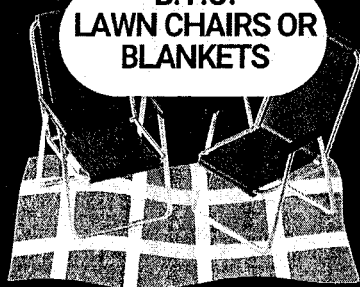
Buffalo Councilwoman
Zeneta Everhart
Guest Speaker

6 PM -8 PM
BASSETT PARK
359 Klein Rd
Amherst, NY

Free Admission

- EVERYONE WELCOME
- FAMILY-FRIENDLY
- CRAFTS FOR 5-12 yrs
- FOOD TRUCKS
- LIVE PERFORMANCES

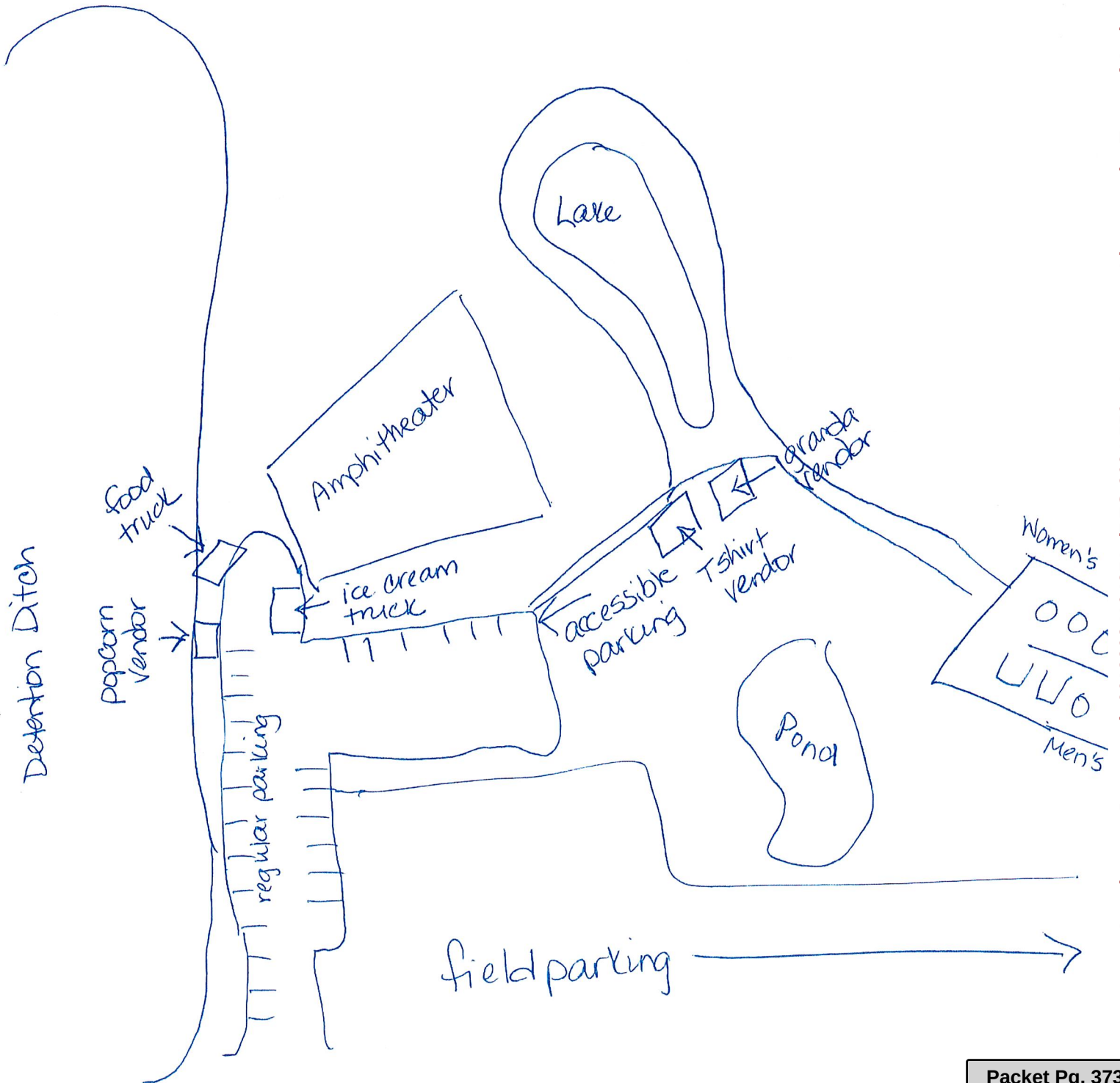
B.Y.O.
LAWN CHAIRS OR
BLANKETS



Sponsored by the
Town of Amherst
Community Diversity Commission



Bassett Park



Brownson, Ashley

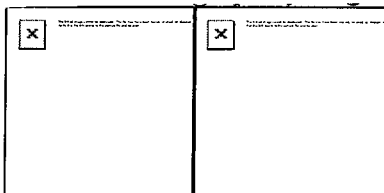
From: Scott Chamberlin
Sent: Tuesday, June 11, 2024 3:36 PM
To: Brownson, Ashley
Cc: Gesel, Doug; Parnell, Bryan
Subject: Re: Amusement License-Bassett Park 6/12

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.

No issue with this event.

Regards,

Scott P. Chamberlin
Chief of Police
Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, NY 14228
(716) 689-1351



On Tue, Jun 11, 2024 at 2:52 PM Brownson, Ashley <abrownson@amherst.ny.us> wrote:
Attached is an application from the Diversity Committee to hold an event at Bassett Park. The event will be held on June 12, 2024.

Please review and send any written comments back to me as soon as possible so we can place this on the earliest Town Board Agenda.

Thank you,

Ashley Brownson
Supervising Tax Clerk
Town of Amherst
716-631-7048

Attachment: Juneteenth-06122024104351 (RES-2024-550 : Amusement License - the Town of Amherst Diversity Committee)


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

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

DOC ID: 29156

RESOLUTION 2024-551
ADOPTED

New Firefighter for East Amherst Fire Department

New firefighter for the East Amherst Fire Department lives in the Town of Amherst and works in the East Amherst Fire district.

Emma McKenzie
 161 Wickham Dr
 Williamsville, NY 14221

6/24/2024

Consent

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

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: Emma McKenzie

Applicant Home Address: 161 Wickham Drive, Williamsville, NY 14221

Under penalty of perjury I, Emma McKenzie affirm I am an
applicant to be a member of the, East Amherst Fire Department (fire dept.)
and my address of residence is listed above.

- ☐ My address is in the fire district I've applied to or territory which is afforded protection by the fire department of the fire district or fire company pursuant to contract.
- ☒ My address is outside the district or territory that provides protection by the fire district or company, but is in the vicinity of my occupation, in which I will be able to render active service as a volunteer. My occupation address is:

Signature of Applicant: 

I have verified the applicant's address or employment, where applicable, by examining their driver's license or other suitable document such as a utility bill, lease or pay stub.

Signature: 

Title: President

Date: 6-17-2024

Submit this completed form to:

Amherst Town Clerk
5583 Main Street
Williamsville, NY 14221

Attachment: Residency verification - McKenzie (RES-2024-551 : New Firefighter for East Amherst Fire Department)



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 06/24/24 07:00 PM
 Department: Comptroller
 Initiated by: **Daryl Bramer**
 Co-Sponsored by:

DOC ID: 29141

RESOLUTION 2024-552

ADOPTED

Budget Transfers and Amendments

For June 24, 2024 Town Board Agenda

To: Town Board
 From: Office of Town Comptroller
 Date: 06/18/2024
 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:

A6772.4380 M&S Bldg. Maintenance \$2,042.28
Requested per department.

A3641.2290 Emergency Services \$2,500.00
Requested per department.

KP2027.4972 WPCF Gravity- Construction \$3,083.72
 KP1721.4979 WPCF Solids- Contingency \$25,000.00
Requested per department.

TO:

A6772.2600 Other Equipment \$2,042.28

A3641.4230 Vehicle Repair \$2,500.00

KP1721.4972 Construction \$28,083.72

BUDGET AMENDMENTS - 2024

INCREASE:

KP0001.02401 Capital Fund - Interest Earnings \$62,296.21
To recognize interest earnings in KP Fund and increase interfund transfers for transfer into debt reserve and appropriate funds.

N2323.02785 CDBG & VG- PI \$170.00
To recognize Community Development program income from

N2340.02785 AMH HOME- PI \$15,426.90
 N2354.02785 HOME Admin- PI \$1,714.10

To recognize Community Development program income from 284 Woodcrest, Amherst.

INCREASE:

KP0001.9000 Interfund Transfers \$62,296.21

N2323.4000 Contractual \$170.00
169 Hillcrest, Amherst.

N2340.4000 Contractual \$15,426.90
 N2354.4003 10% Admin \$1,714.10

6/24/2024

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: 06/24/24 07:00 PM
 Department: Comptroller
 Initiated by: **Daryl Bramer**
 Co-Sponsored by:

DOC ID: 29143

RESOLUTION 2024-553
ADOPTED

Accept Audit Period Ending 12/31/2023

The Town Board is requested to formalize the acceptance of the audit report for the year ended 12/31/2023. Drescher & Malecki LLP presented the year end to the Town Board on May 13, 2024. The Financial Statements are available on the Town's website.

Please also accept the Statement of Changes in Cash Balances and Statements of Cash Receipts and Disbursements for the Senior Center, Town Clerk and Receiver of Taxes, Town Justices and Youth & Recreation, and NYS Department of Transportation Financial Assistance Schedules. Copies are available upon request.

6/24/2024

Consent

FINANCIAL IMPACT:

N/A

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: 06/24/24 07:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**

Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 29077

RESOLUTION 2024-554

ADOPTED

Award Bid #2024020 PVC Pipe and Fittings - CRS #4863, 4864 & 4865

WHEREAS, the Contract Compliance and Administration Department received bids on May 9, 2024 for Bid #2024020 for PVC Pipe and Fittings; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award the bid to Holbrook Plastic Pipe Supply, Inc., Ferguson Enterprises, LLC, and Core & Main LP, as per the attached bid tabulation; and

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

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that the current contract expires on June 26, 2024.

6/24/2024

Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

Bid #2024020 PVC Pipe and Fittings						
Low Bid		Vendor:	Erb Co.	Holbrook Plastic Pipe Supply, Inc.	Ferguson Enterprises LLC	Core & Main LP
ITEM No.	U/M	CATALOG NO/DESCRIPTION	Price	Price	Price	Price
1	EA	4" ANSI/AWWA C900 – DR18 Pipe (20' length)	\$121.82	\$130.75	No Bid	\$224.4
2	EA	6" ANSI/AWWA C900 – DR18 Pipe (20' length)	\$248.35	\$266.75	No Bid	\$458.0
3	EA	8" ANSI/AWWA C900 – DR18 Pipe (20' length)	\$426.11	\$457.50	No Bid	\$785.6
4	EA	10” ANSI/AWWA C900 – DR18 Pipe (20' length)	\$639.29	\$686.50	No Bid	\$1,178.8
5	EA	4" Hymax Coupling (or equal)	\$319.00	\$168.77	\$238.06	\$418.0
6	EA	6" Hymax Coupling (or equal)	\$439.38	\$249.96	\$315.27	\$553.6
7	EA	8" Hymax Coupling (or equal)	\$567.50	\$342.46	\$355.94	\$625.1
8	EA	10” Hymax Coupling (or equal)	\$720.37	\$412.53	\$457.91	\$804.1
9	EA	4" x 7.5" (4.74-5.14) S.S. Repair Clamp Ford Style FS1 (or equal)	\$86.72	\$106.72	\$66.08	\$155.9
10	EA	4" x 12.5" (4.74-5.14) S.S. Repair Clamp Ford Style FS1 (or equal)	\$126.40	\$140.75	\$101.40	\$239.2
11	EA	4" x 20" (4.74-5.14) S.S. Repair Clamp Ford Style FS1 (or equal)	\$139.58	\$203.39	\$169.97	\$401.0
12	EA	6" x 7.5" (6.84-7.24) S.S. Repair Clamp Ford Style FS1 (or equal)	\$96.92	\$126.83	\$77.05	\$181.8
13	EA	6" x 12.5" (6.84-7.24) S.S. Repair Clamp Ford Style FS1 (or equal)	\$154.50	\$194.11	\$123.49	\$291.4
14	EA	6" x 20" (6.84-7.24) S.S. Repair Clamp Ford Style FS1 (or equal)	\$365.36	\$331.76	\$213.57	\$503.9
15	EA	8" x 7.5" (8.99-9.39) S.S. Repair Clamp Ford Style FS1 (or equal)	\$113.87	\$188.69	\$90.09	\$212.6
16	EA	8" x 12.5" (8.99-9.39) S.S. Repair Clamp Ford Style FS1 (or equal)	\$178.38	\$286.13	\$143.89	\$339.5
17	EA	8" x 20" (8.99-9.39) S.S. Repair Clamp Ford Style FS1 (or equal)	\$441.82	\$471.73	\$240.01	\$566.3
18	EA	10" x 7.5" (8.99-9.39) S.S. Repair Clamp Ford Style FS1 (or equal)	No Bid	\$313.20	\$116.70	\$276.6
19	EA	10" x 12.5" (8.99-9.39) S.S. Repair Clamp Ford Style FS1 (or equal)	\$227.52	\$392.85	\$182.97	\$433.1
20	EA	10" x 20" (8.99-9.39) S.S. Repair Clamp Ford Style FS1 (or equal)	No Bid	\$782.61	\$284.95	\$690.8
21	EA	WGSS36 Worm Gear Clamp (312-300) 65-1/2” Long	No Bid	\$14.32	\$8.26	No Bi
22	EA	SS Clamp 11-3/4” – 13-3/4” (212-300) 45” Long	No Bid	\$12.77	\$7.37	No Bi
23	EA	SS Clamp 3-5/8”- 5-1/2” (080-300) 19” Long	No Bid	\$6.24	\$3.74	No Bi
PVC GRAVITY GASKETED SEWER PIPE AND FITTINGS (ASTM D3034 & ASTM F679)						
24	EA	4” SDR 35 (14’ length)	\$33.76	\$33.80	No Bid	\$57.7
25	EA	6” SDR 35 (14’ length)	\$77.74	\$77.51	No Bid	\$133.1
26	EA	8” SDR 35 (14’ length)	\$141.15	\$142.35	No Bid	\$242.0
27	EA	10” SDR 35 (14’ length)	\$219.55	\$221.33	No Bid	\$376.2
28	EA	12” SDR 35 (14’ length)	\$315.90	\$318.34	No Bid	\$541.3
29	EA	15” SDR 35 (14’ length)	No Bid	\$470.11	No Bid	\$798.9
30	EA	18” PS 46 (14’ length)	No Bid	\$585.00	No Bid	\$976.3
31	EA	24" SDR 35 (13' length) or equal	No Bid	\$1,041.63	No Bid	\$1,388.6
32	EA	30” SDR 35 (13’ length) or equal	No Bid	Withdrew Bid	No Bid	\$3,900.5
33	EA	21” PS 46 (14’ length)	No Bid	\$890.93	No Bid	\$1,158.5
34	EA	4” FERNCO CLAY TO PVC (1002-44)	\$5.77	\$7.19	\$5.24	\$6.5
35	EA	4" FERNCO PVC/PVC (1056-44)	\$5.77	\$7.19	\$4.25	\$6.5
36	EA	4” FERNCO CLAY TO PLASTIC STRONG BACK RC 5000 (5002-44RC)	No Bid	\$73.63	\$31.92	\$47.0
37	EA	6" FERNCO CLAY/PVC (1002-66)	\$12.34	\$15.36	\$11.20	\$13.9
38	EA	6" FERNCO PVC/PVC (1056-66)	\$12.34	\$15.36	\$9.09	\$13.9
39	EA	6” FERNCO CLAY TO PLASTIC STRONG BACK RC 5000 (5002-66RC)	No Bid	\$124.85	\$54.13	\$79.7
40	EA	6” FERNCO CONCRETE TO PVC (1006-66)	No Bid	\$17.00	\$13.40	\$15.4
41	EA	8" FERNCO CLAY/PVC (1002-88)	\$18.99	\$23.64	\$17.24	\$21.4
42	EA	8" FERNCO PVC/PVC (1056-88)	\$18.99	\$23.64	\$17.24	\$21.4
43	EA	8” FERNCO CONCRETE/PVC (1006-88)	No Bid	\$25.53	\$18.61	\$23.1
44	EA	8” FERNCO CLAY TO PLASTIC STRONG BACK RC 5000 (5002-88RC)	No Bid	\$142.03	\$61.57	\$90.6
45	EA	10" FERNCO CLAY/PVC (1002-1010)	\$28.51	\$35.49	\$25.87	\$32.1
46	EA	10" FERNCO PVC/PVC (1056-1010)	\$28.51	\$35.49	\$25.87	\$32.1
47	EA	10” FERNCO CONCRETE/PVC (1006-1010)	No Bid	\$35.49	\$25.87	\$32.1
48	EA	10” FERNCO CLAY TO PLASTIC STRONG BACK RC 5000 (5002-1010RC)	No Bid	\$184.76	\$80.10	\$117.9
49	EA	12" FERNCO CLAY/PVC (1002-1212)	\$33.26	\$41.42	\$30.20	\$37.5
50	EA	12” FERNCO PVC/PVC (1056-1212)	\$33.26	\$41.42	\$30.20	\$37.5
51	EA	12” FERNCO CONCRETE/PVC (1006-1212)	No Bid	\$41.42	\$30.20	\$37.5
52	EA	12” FERNCO CLAY TO PLASTIC STRONG BACK RC 5000 (5002-1212RC)	No Bid	\$226.13	\$98.05	\$144.3
53	EA	15” FERNCO CLAY/PVC (1002-1515)	\$42.00	\$60.55	\$48.30	\$63.5
54	EA	15” FERNCO PVC/PVC (1056-1515)	\$56.31	\$60.55	\$48.30	\$63.5
55	EA	15” FERNCO CONCRETE/PVC (1006-1515)	No Bid	\$84.46	\$67.38	\$88.6
56	EA	15” FERNCO CLAY TO PLASTIC STRONG BACK RC 5000 (5002-1515RC)	No Bid	\$427.03	\$185.13	\$272.6
57	EA	18” FERNCO CLAY/PVC (1002-1818)	No Bid	\$134.03	\$106.91	\$140.7
58	EA	18” FERNCO PVC/PVC (1056-1818)	No Bid	\$134.03	\$106.91	\$140.7
59	EA	18” FERNCO CONCRETE/PVC (1006-1818)	No Bid	\$134.03	\$106.91	\$110.7
60	EA	18” FERNCO CLAY TO PLASTIC STRONG BACK RC 5000 (5002-1818RC)	No Bid	\$1,058.32	\$458.81	\$675.6
61	EA	21” FERNCO CLAY/PVC (1002-2121)	No Bid	\$156.97	\$125.21	\$164.8
62	EA	21” FERNCO PVC/PVC (1056-2121)	No Bid	\$138.13	\$125.21	\$164.8
63	EA	21” FERNCO CONCRETE/PVC (1006-2121)	No Bid	\$597.87	\$187.57	\$627.7
64	EA	24” FERNCO CONCRETE/PVC (1006-2424)	No Bid	\$677.75	\$212.64	\$711.6
65	EA	30” FERNCO CONCRETE/PVC (1006-3030)	No Bid	Special Made	\$1,112.58	\$1,808.8
66	EA	4"x4"x4" SDR 35 STRAIGHT TEE (GxGxG)	No Bid	\$25.99	\$20.75	\$35.2
67	EA	6"x6"x6" SDR 35 STRAIGHT TEE (GxGxG)	No Bid	\$55.65	\$44.46	\$75.5
68	EA	8"x8"x6" SDR 35 STRAIGHT TEE (GxGxG)	No Bid	\$87.01	\$69.50	\$118.0
69	EA	8"x8"x8" SDR 35 STRAIGHT TEE (GxGxG)	No Bid	\$123.48	\$98.65	\$167.5
70	EA	10"x10"x6" SDR 35 STRAIGHT TEE (GxGxG)	No Bid	\$277.85	\$221.94	\$377.0
71	EA	10"x10"x10" SDR 35 STRAIGHT TEE (GxGxG)	No Bid	\$451.36	\$360.52	\$612.5
72	EA	12"x12"x6" SDR 35 STRAIGHT TEE (GxGxG)	No Bid	\$352.11	\$281.25	\$477.8
73	EA	12"x12"x12" SDR 35 STRAIGHT TEE (GxGxG)	No Bid	\$684.55	\$518.06	\$880.1
74	EA	4"x4"x4" SDR 35 WYE (GxGxG)	\$21.74	\$27.65	\$22.07	\$37.5
75	EA	6"x6"x6" SDR 35 WYE (GxGxG)	\$49.91	\$63.47	\$50.70	\$86.1
76	EA	8"x8"x6" SDR 35 WYE (GxGxG)	\$78.44	\$99.74	\$79.69	\$135.3
77	EA	10"x10"x6" SDR 35 WYE (GxGxG)	\$217.62	\$258.64	\$206.63	\$351.0

Attachment: Bid Tab PVC Pipe and Fittings (RES-2024-554 : Award Bid #2024020 PVC Pipe and Fittings - CRS #4863, 4864 & 4865)

Low Bid		Vendor:	Erb Co.	Holbrook Plastic Pipe Supply, Inc.	Ferguson Enterprises LLC	Core & Main LP
ITEM No.	U/M	CATALOG NO/DESCRIPTION	Price	Price	Price	Price
78	EA	12"x12"x6" SDR 35 WYE (GxGxG)	\$297.07	\$377.76	\$301.76	\$512.6
79	EA	15"x15"x6" SDR 35 WYE (GxGxG)	No Bid	\$661.87	\$616.82	\$898.2
80	EA	4" - 1/16 BEND (22-1/2°) (SxG) SDR 35	\$11.97	\$15.23	\$12.17	\$20.6
81	EA	6" - 1/16 BEND (22-1/2°) (SxG) SDR 35	\$25.20	\$29.94	\$23.93	\$40.6
82	EA	8" - 1/16 BEND (22-1/2°) (SxG) SDR 35	\$75.52	\$96.03	\$76.70	\$130.3
83	EA	10" -1/16 BEND (22-1/2°) (SxG) SDR 35	\$176.68	\$244.67	\$195.45	\$332.0
84	EA	4" – 1/12 BEND (30°) (SxG) SDR 35	\$11.34	\$44.39	No Bid	\$53.3
85	EA	6" – 1/12 BEND (30°) (SxG) SDR 35	\$22.67	\$80.60	No Bid	\$96.8
86	EA	8" – 1/12 BEND (30°) (SxG) SDR 35	\$68.42	\$96.03	\$76.68	\$115.3
87	EA	10" – 1/12 BEND (30°) (SxG) SDR 35	\$119.89	\$244.67	\$195.39	\$294.0
88	EA	4" – 1/8 BEND (45°) (SxG) SDR 35	\$12.60	\$14.43	\$11.52	\$19.5
89	EA	6" – 1/8 BEND (45°) (SxG) SDR 35	\$26.11	\$28.83	\$23.03	\$39.1
90	EA	8" – 1/8 BEND (45°) (SxG) SDR 35	\$71.63	\$87.01	\$69.50	\$118.0
91	EA	10" – 1/8 BEND (45°) (SxG) SDR 35	\$185.83	\$232.89	\$186.04	\$316.0
92	EA	4" - 1/16 BEND (22-1/2°) (GxG) SDR 35	\$12.60	\$16.02	\$12.77	\$21.7
93	EA	6" - 1/16 BEND (22-1/2°) (GxG) SDR 35	\$24.80	\$31.54	\$25.23	\$42.8
94	EA	8" - 1/16 BEND (22-1/2°) (GxG) SDR 35	\$72.26	\$91.89	\$73.42	\$124.7
95	EA	10" - 1/16 BEND (22-1/2°) (GxG) SDR 35	\$181.65	\$251.55	\$200.93	\$341.4
96	EA	4" – 1/12 BEND (30°) (GxG) SDR 35	No Bid	\$43.51	No Bid	\$52.2
97	EA	6" – 1/12 BEND (30°) (GxG) SDR 35	No Bid	\$79.01	No Bid	\$94.9
98	EA	8" – 1/12 BEND (30°) (GxG) SDR 35	No Bid	\$91.66	\$73.44	\$110.5
99	EA	10" – 1/12 BEND (30°) (GxG) SDR 35	No Bid	\$236.31	\$200.88	\$302.2
100	EA	4" – 1/8 BEND (45°) (GxG) SDR 35	\$12.60	\$16.03	\$12.82	\$21.7
101	EA	6" – 1/8 BEND (45°) (GxG) SDR 35	\$26.11	\$32.54	\$26.00	\$44.1
102	EA	8" – 1/8 BEND (45°) (GxG) SDR 35	\$71.63	\$91.09	\$72.75	\$123.6
103	EA	10" – 1/8 BEND (45°) (GxG) SDR 35	\$185.83	\$236.31	\$188.78	\$320.7
104	EA	6" x 4" SDR35 REDUCING BUSHING (S x G)	\$22.67	\$28.83	\$23.03	\$39.1
105	EA	4" FERNCO RUBBER TEE SADDLE OR EQUAL (TST-4)	\$48.87	\$51.03	\$41.63	\$55.6
106	EA	6" FERNCO RUBBER TEE SADDLE OR EQUAL (TST-6)	\$71.75	\$67.46	\$55.01	\$72.8
107	EA	4" SDR35 CAPS	\$8.13	\$10.34	\$8.26	\$4.6
108	EA	6" SDR35 CAPS	\$15.26	\$19.40	\$15.48	\$16.8
109	EA	8" SDR35 CAPS	No Bid	\$52.36	\$41.83	\$55.0
110	EA	4" SDR35 PLUGS	\$7.35	\$7.82	\$6.24	\$10.6
111	EA	6" SDR35 PLUGS	\$9.43	\$11.99	\$9.57	\$16.2
112	EA	4"x4" PVC CLEANOUT W/COUNTERSUNK PLUG (HxFIPT)	No Bid	\$9.88	\$14.77	\$25.1
113	EA	6"x6" PVC CLEANOUT W/COUNTERSUNK /PLUG (HxFIPT)	No Bid	\$34.23	\$51.08	\$87.0
114	EA	4" ALUMINUM PERFORATED VENT CAPS W/ADJUSTMENT SCREW	\$7.27	No Bid	No Bid	\$14.3
115	EA	6" ALUMINUM PERFORATED VENT CAPS W/ADJUSTMENT SCREW	\$21.08	No Bid	No Bid	\$19.0
116	EA	24" MARMAC COUPLER HDPE TO HDPE 3-STRAP	No Bid	\$112.00	\$323.08	\$337.4
117	EA	30" MARMAC COUPLER HDPE TO HDPE 3-STRAP	No Bid	\$141.33	\$353.85	\$407.0

NOTES:

Erb Co.: Item #9 is marked 9" long; Item #10 is marked 12" long; Item #11 is marked 15" long; Item #12 is marked 9" long; Item #13 is marked 12" long; Item #14 is marked 24" long; Item #15 is marked 9" long; Item #16 is marked 12" long; Item #17 is marked 24" long; Item #19 is marked 12" long. Additional notes from Erb: We cannot guarantee availability of product, the items for which we are bidding are normally stocked at Erb, but occasionally we will be out of stock and unable to ship immediately; If there is a manufacturer/supplier price increase, we may have to increase sell price to the Town of Amherst and will provide documentation of the increase. Any change will be made to "match" the change from the vendor on a percentage basis. The bid pricing enclosed is guaranteed for a period of 90 days minimum. Erb is disqualified for not being able to hold their pricing for 2 years.

Ferguson Enterprises: Quoted SmithBlair as alternate to Ford

Holbrook Plastic Pipe: Withdrew pricing of \$1,065.53 for line item 32 as there was a mistake.

Attachment: Bid Tab PVC Pipe and Fittings (RES-2024-554 : Award Bid #2024020 PVC Pipe and Fittings - CRS #4863, 4864 & 4865)



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 06/24/24 07:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**
 Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 29119

RESOLUTION 2024-555

ADOPTED

Award of Bid #2024025 for (1) 2024 Chevy Silverado 3500 Pick Up Truck with Plow - CRS #4873

WHEREAS, Contract Compliance and Administration issued Mini-Bid #2024025 through NYS OGS for one (1) 2024 Chevy Silverado 3500 pick up truck with plow; and

WHEREAS, bids were received from eight (8) vendors as per the attached Bid Tabulation Form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Mini-Bid be awarded to Joe Basil Chevrolet, Inc. for their low bid of \$56,178.70; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Joe Basil Chevrolet, Inc.

6/24/2024

Consent

FINANCIAL IMPACT:

KP2410-2250; \$56,178.70

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

Rank	Total Quantity	Make & Model	Model Code	Mini-Bid #	Contractor	Contract #	NYS Discount	NYS Base Price	Price offered for Mini Bid	NYS Aftermarket Components	Grand Total Price for Mini-Bid	Built to Spec or Pre-Existing Inventory	Estimated # of days if built to spec	Notes
1	1	2024 Chevrolet Silverado 3500 HD	CK30903	2024025	Joe Basil Chevrolet	PC68942	6.00%	\$51,555.00	\$48,461.70	\$7,717.00	\$56,178.70	Pre Existing	N/A	Vehicle has a target production week of 6/3, should be available for delivery mid-July
2	1	2024 Dodge Ram 3500 Tradesman	D28L62	2024025	Maguire Motors LLC	PC68973SB	17.55%	\$58,390.00	\$48,145.47	\$8,984.20	\$57,129.67	Built to Spec	ASAP	No lead time was provided.
3	1	2023 Dodge Ram 3500 Tradesman	111	2024025	Ferrario Ford dba Ferrario Auto Team of Elmira	PC69846	12.00%	\$52,570.00	\$46,261.60	\$11,150.00	\$57,411.60	Pre-Existing	N/A	2023 model year, Exterior color - white, Interior color - black.
4	1	2024 Chevyrolet Silverado 3500HD	CK30903-LWB	2024025	DeNooyer Chevrolet	PC69048	2.00%	\$51,335.00	\$50,308.30	\$7,889.20	\$58,197.50	Pre-Existing	N/A	Vehicle is pre-existing, vendor would send vehicle out to have plow installed upon award. Did not specify a length of time needed.
5	1	1015 Chevrolet Silverado 3500 HD WT	CK30903	2024025	HOSELTON CHEVROLET, INC.	PC23166	3.78	\$51,700.00	\$49,745.74	\$9,625.00	\$59,370.74	Built to Spec	200 or less	
6	1	2024 Silverado 3500HD Double Cab WT LWB	CK30953	2024025	G AND H AUTO GROUP DBA MOHAWK CHEVROLET	PC69382	9.00%	\$55,865.00	\$50,837.15	\$9,310.80	\$60,147.95	Pre-Existing	N/A	Vendor quoted an incoming Double Cab with a build date of 6/17/24.
7	1	2024 Ford F350 XL	F3B	2024025	Ferrario Ford dba Ferrario Auto Team of Elmira	PC69846	5.00%	\$52,325.00	\$49,708.75	\$11,150.00	\$60,858.75	Pre-Existing	N/A	Exterior color - gray, Interior color - gray.
8	1	2024 Ford F350 XL	F3B	2024025	Nielson Ford of Morristown Inc	PC68943	9.25%	\$56,800.00	\$51,546.00	\$11,243.00	\$62,789.00	Built to Spec	90-150	Spare tire as provided by factory at time of build, no EZ lift tailgate function
Disqualified	1	2024 GMC Sierra 3500HD PRO	TK30903	2024025	Generation Buick GMC	PC70323	1.00%	\$54,630.00	\$54,083.70	\$1,747.50	\$55,831.20	Built to Spec	5	Vendor completed the Built to Spec section but states that delivery will be made within 5 days after receipt of PO. Offering does not include the plow package.
Notes:														
Generation Buick GMC bid is disqualified as it does not include the plow package.														


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 06/24/24 07:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**

Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 29122

RESOLUTION 2024-556

ADOPTED

Award Bid #2024023 Busing - CRS #4876

WHEREAS, the Contract Compliance and Administration Department received bids on June 6, 2024 for Busing; and

WHEREAS, the bid process resulted in responses from two (2) vendors as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Erie Bus Inc., dba WNY Bus Co.; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Erie Bus Inc., dba WNY Bus Co.

6/24/2024

Consent

FINANCIAL IMPACT:

A7145-4110 \$31,670.00

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

Bid #2024023 Busing		Erie Bus	First Student
<u>HARLEM ROAD SUMMER CAMP FIELD TRIPS 2024</u>			
	<u>Location</u>	<u>Cost</u>	<u>Cost</u>
Week 1	Clearfield Pool	\$187.00	\$275.00
	Evangola State Park	\$412.00	\$657.00
	Clearfield Pool	\$187.00	\$275.00
Week 2	Clearfield Pool	\$187.00	\$275.00
	Kelkenberg Farm/Oppenheim Park	\$398.00	\$650.00
	Clearfield Pool	\$187.00	\$275.00
Week 3	Clearfield Pool	\$187.00	\$275.00
	Buffalo Museum of Science/Beaver Island	\$398.00	\$725.00
	Clearfield Pool	\$187.00	\$275.00
Week 4	Clearfield Pool	\$187.00	\$275.00
	Whirlpool State Park/Fort Niagara Pool	\$412.00	\$650.00
	Clearfield Pool	\$187.00	\$275.00
Week 5	Clearfield Pool	\$187.00	\$275.00
	North Amherst Rec Center/Beaver Island	\$398.00	\$725.00
	Clearfield Pool	\$187.00	\$275.00
Week 6	Clearfield Pool	\$187.00	\$275.00
	Darien Lake Amusement Park	\$446.00	\$675.00
	Clearfield Pool	\$187.00	\$275.00
Week 7	Clearfield Pool	\$187.00	\$275.00
	Evangola State Park	\$412.00	\$657.00
	Clearfield Pool	\$187.00	\$275.00
	Sub-Total – Harlem Road Summer Camp	\$5,494.00	\$8,589.00
<u>WILLIAMSVILLE SUMMER CAMP FIELD TRIPS 2024</u>			
Week 1	Clearfield Pool	\$187.00	\$275.00
	Evangola State Park	\$412.00	\$657.00
Week 2	Clearfield Pool	\$187.00	\$275.00
	Clearfield Pool	\$187.00	\$275.00
	Kelkenberg Farm/Oppenheim Park	\$398.00	\$650.00
Week 3	Clearfield Pool	\$187.00	\$275.00
	Clearfield Pool	\$187.00	\$275.00
	Buffalo Museum of Science/Beaver Island	\$398.00	\$725.00
Week 4	Clearfield Pool	\$187.00	\$275.00
	Clearfield Pool	\$187.00	\$275.00
	Whirlpool State Park/Fort Niagara Pool	\$412.00	\$650.00
Week 5	Clearfield Pool	\$187.00	\$275.00
	Clearfield Pool	\$187.00	\$275.00
	North Amherst Rec Center/Beaver Island	\$398.00	\$725.00
Week 6	Clearfield Pool	\$187.00	\$275.00
	Clearfield Pool	\$187.00	\$275.00
	Darien Lake Amusement Park	\$446.00	\$675.00
Week 7	Clearfield Pool	\$187.00	\$275.00
	Clearfield Pool	\$187.00	\$275.00
	Evangola State Park	\$412.00	\$557.00
Week 8	Buffalo Ski Club	\$446.00	\$550.00

13.G.3.a

	Location	Cost	Cost
WILLIAMSVILLE SUMMER CAMP FIELD TRIPS 2024 - Continued			
Week 9	Buffalo Ski Club	\$446.00	\$550.00
	Sub Total – Williamsville Summer Camp	\$6,199.00	\$9,314.00
<u>NORTHWEST AMHERST SUMMER CAMP FIELD TRIPS 2024</u>			
Week 1	Evangola State Park	\$412.00	\$657.00
	Clearfield Pool	\$187.00	\$275.00
Week 2	Clearfield Pool	\$187.00	\$275.00
	Kelkenberg Farm/Oppenheim Park	\$398.00	\$650.00
	Clearfield Pool	\$187.00	\$275.00
Week 3	Clearfield Pool	\$187.00	\$275.00
	Buffalo Museum of Science/Beaver Island	\$398.00	\$725.00
	Clearfield Pool	\$187.00	\$275.00
Week 4	Clearfield Pool	\$187.00	\$275.00
	Whirlpool State Park/Fort Niagara Pool	\$412.00	\$650.00
	Clearfield Pool	\$187.00	\$275.00
Week 5	Clearfield Pool	\$187.00	\$275.00
	North Amherst Rec Center/Beaver Island	\$398.00	\$725.00
	Clearfield Pool	\$187.00	\$275.00
Week 6	Clearfield Pool	\$187.00	\$275.00
	Darien Lake Amusement Park	\$446.00	\$675.00
	Clearfield Pool	\$187.00	\$275.00
Week 7	Clearfield Pool	\$187.00	\$275.00
	Evangola State Park	\$412.00	\$557.00
	Clearfield Pool	\$187.00	\$275.00
	Sub Total – Northwest Amherst Summer Camp	\$5,307.00	\$8,214.00
<u>CLEARFIELD SUMMER CAMP FIELD TRIPS 2024</u>			
Week 1	Evangola State Park	\$412.00	\$657.00
Week 2	Kelkenberg Farm/Oppenheim Park	\$398.00	\$650.00
Week 3	Buffalo Museum of Science/Beaver Island	\$398.00	\$725.00
Week 4	Whirlpool State Park/Fort Niagara Pool	\$412.00	\$650.00
Week 5	North Amherst Rec Center/Beaver Island	\$398.00	\$725.00
Week 6	Darien Lake Amusement Park	\$446.00	\$675.00
Week 7	Evangola State Park	\$412.00	\$557.00
	Sub Total – Clearfield Summer Camp	\$2,876.00	\$4,639.00
<u>NARC SPORTS CAMP FIELD TRIPS 2024</u>			
Week 1	Build a Machine Fitness/Beaver Island State Park	\$398.00	\$725.00
	Clearfield Pool	\$187.00	\$275.00
Week 2	Rainbow Rink/Mason's Misson Playground	\$398.00	\$650.00
	Clearfield Pool	\$187.00	\$275.00
	Clearfield Pool	\$187.00	\$275.00
Week 3	Get Air/Oppenheim Park	\$398.00	\$650.00
	Clearfield Pool	\$187.00	\$275.00
	Clearfield Pool	\$187.00	\$275.00

13.G.3.a			
	<u>Location</u>	<u>Cost</u>	<u>Cost</u>
<u>NARC SPORTS CAMP FIELD TRIPS 2024 - Continued</u>			
Week 4	NO BUS NEEDED		
	Clearfield Pool	\$187.00	\$275.00
	Clearfield Pool	\$187.00	\$275.00
Week 5	Clearfield Pool	\$187.00	\$275.00
	Beaver Island	\$398.00	\$625.00
	Northtown Ice Center	\$187.00	\$275.00
Week 6	Darien Lake	\$446.00	\$675.00
	Clearfield Pool	\$187.00	\$275.00
	Clearfield Pool	\$187.00	\$275.00
Week 7	Airport Lanes/Bennett Beach	\$446.00	\$675.00
	Clearfield Pool	\$187.00	\$275.00
	Clearfield Pool	\$187.00	\$275.00
	Sub-total – NARC Sports Camp	\$4,915.00	\$7,575.00
<u>EXPLORERS SUMMER CAMP FIELD TRIPS 2024</u>			
Week 1	Build A Machine Fitness	\$187.00	\$325.00
	Grand Island Fun Center/Beaver Island	\$398.00	\$725.00
Week 2	Rainbow Rink/Mason's Mission Playground	\$398.00	\$650.00
	Clearfield Pool	\$187.00	\$275.00
Week 3	Oppenheim Park/Hoover Dairy	\$187.00	\$325.00
	Funcity/Beaver Island	\$398.00	\$725.00
	Clearfield Pool	\$187.00	\$275.00
Week 4	Outer Harbor Playground & Anderson's Restaurant, 2369 Niagara Falls Blvd, 14228	\$187.00	\$325.00
	Splash Lagoon	\$596.00	\$700.00
	Clearfield Pool	\$187.00	\$275.00
Week 5	North Amherst Rec Center	\$398.00	\$375.00
	The Silos & Canalside	\$398.00	\$650.00
	Clearfield Pool	\$187.00	\$275.00
Week 6	Chestnut Ridge State Park	\$187.00	\$375.00
	Darien Lake	\$446.00	\$675.00
	Clearfield Pool	\$187.00	\$275.00
Week 7	Airport Lanes/Bennett Beach	\$398.00	650
	Clearfield Pool	\$187.00	275
	Regal Cinema Elmwood Ave.	\$187.00	375
	Sub-total – Explorers Summer Camp	\$5,487.00	\$8,525.00
	<u>RECESS CAMP FIELD TRIPS February & April 2025</u>		
	<u>Williamsville Youth Center</u>		
	Buffalo Science Museum	\$398.00	\$500.00
	<u>Northwest Amherst Community Center</u>		
	Buffalo Science Museum	\$398.00	\$500.00
	<u>Clearfield Community Center</u>		
	Build a Machine Fitness	\$298.00	\$500.00
	<u>Harlem Road Youth Center</u>		
	Build a Machine Fitness	\$298.00	\$500.00
	Sub-total – Recess Camp	\$1,392.00	\$2,000.00
	TOTAL	\$31,670.00	\$48,856.00



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 06/24/24 07:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**
 Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 29132

RESOLUTION 2024-557

ADOPTED

Award Bid #2024022 Town Wide Doors and Windows - CRS #4883

WHEREAS, the Contract Compliance and Administration Department received bids on May 16, 2024 for Town Wide Doors and Windows; and

WHEREAS, the bid process resulted in responses from two (2) vendors as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Kircher Construction, Inc.; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Kircher Construction, Inc.; and

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

6/24/2024

Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

Bid #2024022 Town Wide Doors and Windows							
Low Bidder			Vendor Name:	A 24 Hour Door National		Kircher Construction	
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price
1	100	HOURS	STANDARD HOURLY RATE	\$120.00	\$12,000.00	\$95.00	\$9,500.00
2	5	HOURS	OVERTIME HOURLY RATE	\$140.00	\$700.00	\$145.00	\$725.00
3	\$20,000	DOLLARS	MATERIALS AND SUPPLIES Suppliers' invoice amount plus the mark-up rate provided.	40%	\$28,000.00	15%	\$23,000.00
					\$40,700.00		\$33,225.00
			Quantities are estimates only and are subject to change				
			NO ADDITIONAL CHARGES WILL BE				
			CONSIDERED UNLESS QUANTITIES CHANGE				


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 06/24/24 07:00 PM
 Department: Engineering Services
 Initiated by: **Brian J. Armstrong**
 Co-Sponsored by:

DOC ID: 29149

RESOLUTION 2024-558
ADOPTED

Niagara Mohawk Power Corporation – Grant of Easement Royal Park Sports Complex TOA Project No. 2019.055 CRS ID# 4886

As the above mentioned project requires a new electrical service to the park, would you please approve this resolution authorizing the Supervisor to sign the attached Grant of Easement with Niagara Mohawk Power Corporation? Please note, there is no cost associated with this easement.

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

6/24/2024

Consent

FINANCIAL IMPACT:

Please note, there is no cost associated with this easement.

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

GRANT OF EASEMENT

TOWN OF AMHERST, a municipal corporation incorporated under the laws of the State of New York and located in the County of Erie in said State, having an address at 5583 Main Street, Williamsville, New York 14221 (hereinafter referred to as “Grantor”), is the owner of that certain parcel of real property commonly known as **187 West Royal Parkway** located in the Town of Amherst, County of Erie in the State of New York, identified on the tax maps of the County of Erie as **SBL #80.11-5-33**, and pursuant to certain deeds recorded with the Erie County Clerk on December 20, 1951 in Liber 5046 at Page 113 and 116, and on June 29, 1966 in Liber 7248 at Page 189 (the “Grantor’s Land”), and Grantor, for consideration in the amount of One Dollar (\$1.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby grants to **NIAGARA MOHAWK POWER CORPORATION**, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 and **VERIZON NEW YORK, INC.**, having an address at 140 West Street, New York, New York 10007 (hereinafter collectively referred to as “Grantees”), for Grantees and their lessees, licensees, successors, and assigns a perpetual and nonexclusive easement and right of way through, over, across, under and upon the Grantor’s Land (the “Easement”) under the following terms and conditions.

Section 1 – Description of the Easement. The Easement provides the Grantees with the right, privilege, and authority to:

a. construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at their pleasure, abandon or remove underground electric facilities including a line or lines of wires or cables (either direct-buried or installed in underground conduits), handholes, manholes, conduit, vaults, junction boxes, pad-mount transformers, housings, connectors, switches and switching equipment, pipes, pedestals, closures, ducts and duct work, markers, cables, connections to overhead and underground wires, together with any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, guy stubs, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the “Facilities”), which the Grantees shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the transmission of intelligence and communication data, by any means, whether now existing or hereafter devised, for public or private use, in, through, upon, over, under, and across that portion of the Grantor’s Land described in Section 2 below (the “Easement Area”), and the highways abutting or running through the Grantor’s Land, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others; and

b. from time to time, without further payment therefor, to clear the Easement Area of obstructions or structures, and clear and keep cleared the Easement Area by physical and/or mechanical means, of any and all brush, trees, limbs, branches, roots, vegetation, or other obstructions; and

c. from time to time, without further payment therefor, to clear and keep cleared by physical and/or mechanical means, the Grantor’s Land beyond the bounds of the Easement Area, of any and all trees, limbs, branches, roots or vegetation that, in the sole judgment of the Grantees, due to species or structural defects or their tall growing nature, are likely to fall into or encroach upon the Easement Area or interfere in any way with the safe and reliable operation of Grantees’ existing or proposed Facilities; and

d. pass and repass on foot and with vehicles and equipment, along, over, across and upon the Easement Area and the Grantor’s Land in order to access the Easement Area and construct, reconstruct, relocate, use, and maintain roads, paths, causeways, and ways of access to and from the Easement Area as is reasonable and necessary in order to exercise to the fullest extent the Easement.

Section 2 – Location of the Easement Area. The “Easement Area” shall consist of a portion of the Grantor’s Land twenty (20) feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled, “**Easement Sketch - Exhibit A, WR #30977270**”, which sketch is attached hereto and made a part hereof as Exhibit “A” and to be recorded herewith. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit “A”.

Section 3 – Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantees, their successors and assigns.

Section 4 – General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantees that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantees, it being the intent that the Easement herein conveyed is intended to prohibit the longitudinal or parallel use or occupancy of said Easement Area by surface or subsurface activities or structures which might damage or interfere with the Facilities; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantees’ prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling; the Grantees shall quietly enjoy the Grantor’s Land; and the Grantor will forever

warrant title to the Grantor's Land.

The Grantees, their successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

IN WITNESS WHEREOF, the Grantor has duly executed this Grant of Easement under seal this _____ day of _____, 20____.

TOWN OF AMHERST

By: _____
(signature)

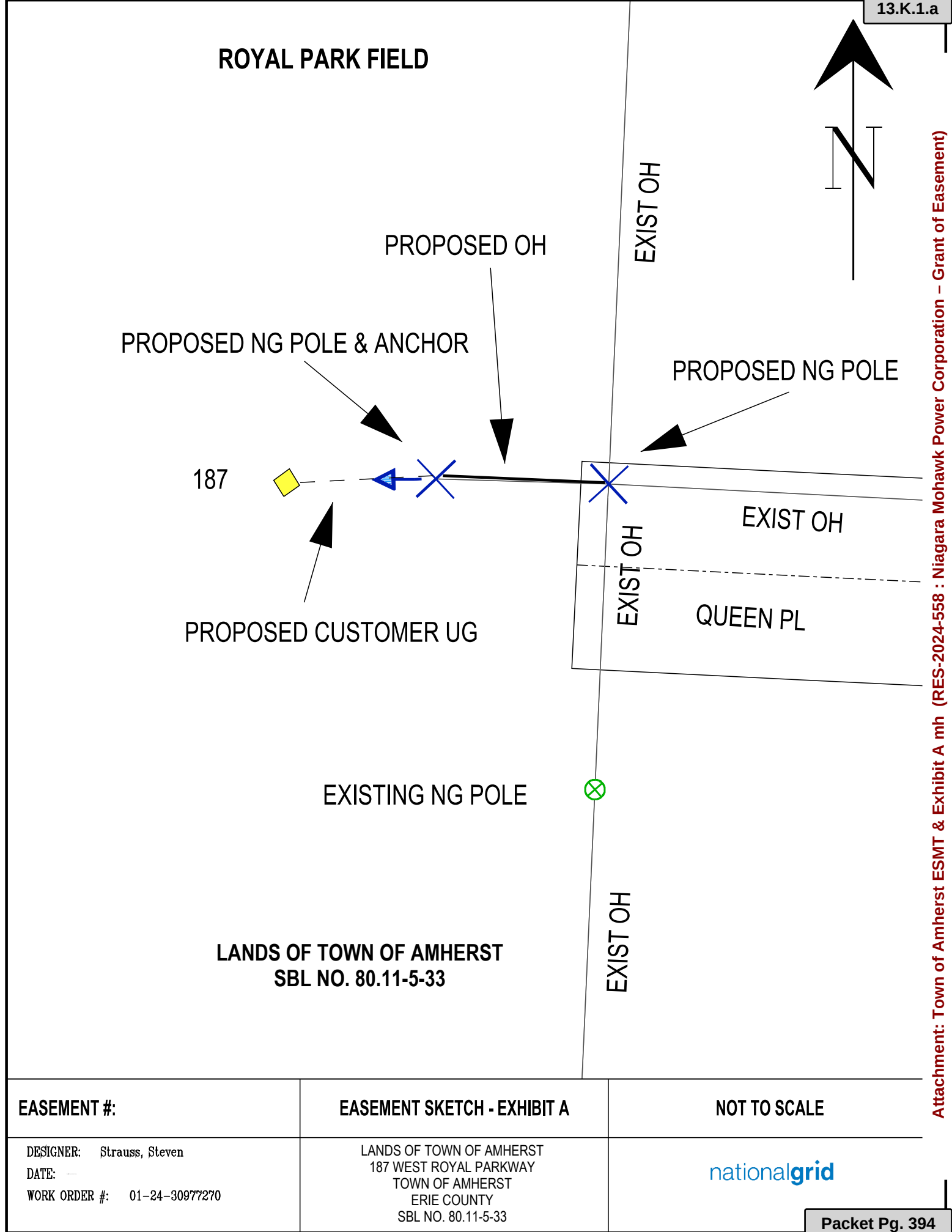
Name: _____
(printed)

Its: _____
(title)

State of _____)
County of _____) ss:

On the ____ day of _____ in the year 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 upon behalf of which the individual(s) acted, executed the instrument.

Notary Public



EASEMENT #:

EASEMENT SKETCH - EXHIBIT A

NOT TO SCALE

DESIGNER: Strauss, Steven

DATE: —

WORK ORDER #: 01-24-30977270

LANDS OF TOWN OF AMHERST
187 WEST ROYAL PARKWAY
TOWN OF AMHERST
ERIE COUNTY
SBL NO. 80.11-5-33

nationalgrid


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 06/24/24 07:00 PM
 Department: Engineering Services
 Initiated by: **Brian J. Armstrong**
 Co-Sponsored by:

DOC ID: 29151

RESOLUTION 2024-559
ADOPTED

Casey Road (CR 295), Pedestrian and Bicycle Improvements Phase 2 Resolution Authorizing Supervisor to Sign IMA with Erie County Town of Amherst Job No. 2014.048A, PIN 5764.66 CRS ID# 4887

We respectfully request Town Board approval authorizing the Town Supervisor to execute the attached Inter Municipal Agreement (IMA) with Erie County to perform contract work on County Road 295, Casey Road in conjunction with the above referenced Town Project. Please note, that there is no cost to the Town associated with these improvements.

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

6/24/2024

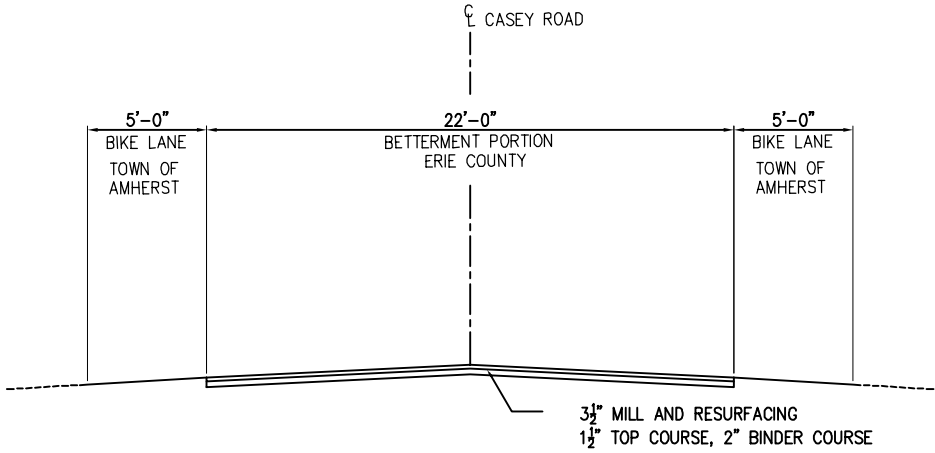
Consent

FINANCIAL IMPACT:

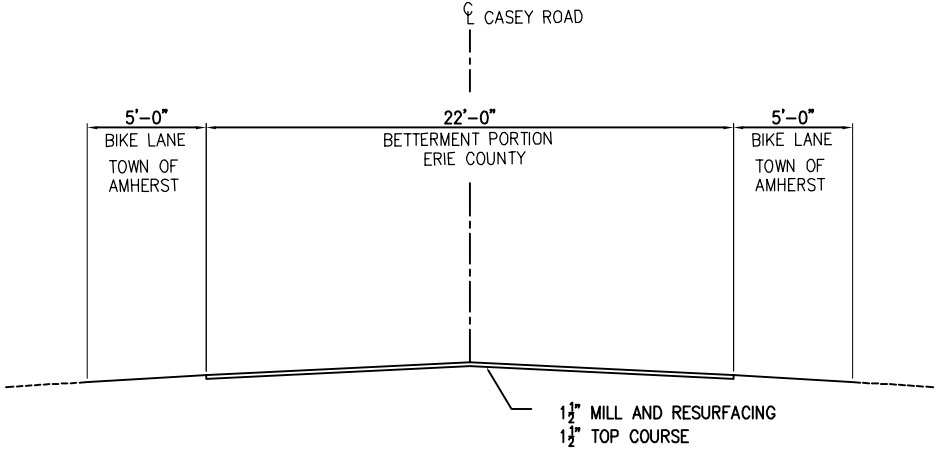
Please note, that there is no cost to the Town associated with these improvements.

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

CASEY ROAD BETTERMENT



CASEY ROAD SECTION
GOTT CREEK TO NEAR PARADISE ROAD



CASEY ROAD SECTION
GOTT CREEK TO NEAR TRANSIT ROAD



PIN 5764.66- CASEY ROAD PEDESTRIAN AND BICYCLE SAFETY IMPROVEMENTS - PHASE II
PROJECT LOCATION MAP WITH LIMIT OF BETTERMENT

**Inter Municipal Agreement
Casey Road Resurfacing Betterment
Project Number: 5764.66**

Project Name: Casey Road (CR 295), Pedestrian and Bicycle Improvements, Phase 2. Paradise Road to Transit Road

Location: Town of Amherst, Erie County, New York

This Agreement, dated this _____ day of _____, 2024 by and between the **County of Erie**, a New York State municipal corporation with its principal office for the transaction of business at 95 Franklin Street, Buffalo, New York 14202 (hereinafter referred to as "County") and the **Town of Amherst**, having its principal office for the transaction of business at 5583 Main Street, Williamsville, New York 14221 (hereinafter referred to as "Town"). The County and Town may be individually referred to hereafter as a "Party", or collectively as the "Parties".

WHEREAS, the Town is undertaking a project to add pedestrian and bicycle facilities to Casey Road from near (just west of) Paradise Road to near (just west of) Transit Road (hereinafter referred to as the "Project"); and

WHEREAS, the County desires to improve the structure and riding surface of Casey Road, a County owned road, through milling and resurfacing the two 11' wide travel lanes within the Project area: and

WHEREAS, the County will provide and appropriate the necessary funding for the milling and resurfacing of Casey Road in the Project area. The milling and resurfacing will consist of 1.5" mill and resurface from Gott Creek to near Transit Road and a 3.5" mill and resurface from Gott Creek to Paradise Road (hereinafter collectively referred to as the "Betterment"); and

WHEREAS, the Project presents a unique and time limited opportunity to undertake the Betterment; and

WHEREAS, the County and Town desire to enter into a cooperative agreement to coordinate and facilitate the paving of the travel lanes for the benefit of Town and County residents; and

WHEREAS, the County agrees to be responsible for the construction cost associated with the Betterment and will maintain ownership and maintenance responsibility after completion of construction; and

WHEREAS, the Town is managing the construction of the pedestrian and bicycle improvements, and

WHEREAS, the Town agrees to include the Betterment as a part of the Project.

NOW, THEREFORE in consideration of the foregoing and of the mutual covenants and promises contained herein, the receipt and sufficiency of which the Parties mutually acknowledge, the Parties agree as follows:

Article 1 Betterment Description:

The Betterment shall include the following:

- Milling and resurfacing of Casey Road in the Project area. The milling and resurfacing will consist of 1.5" mill and resurface from Gott Creek to near Transit Road and a 3.5" mill and resurface

from Gott Creek to near Paradise Road. All work shall be completed in accordance with County specifications (New York State Department of Transportation Specifications).

Article 2 Schedule:

The Project, including the Betterment is tentatively scheduled to be advertised for bids by the Town in the Summer of 2024, with construction to be completed by the Town's contractor in 2024 and 2025. The County will manage the administrative portions of the Betterment to conform to this schedule.

Article 3 Scope of Work:

Once the Project, including the Betterment has been bid and awarded, the Town shall be responsible for all construction inspection and construction administration of the Project, including construction of the Betterment. The County shall consult with/assist the Town and the Town's construction inspector, as necessary, for successful completion of the Project and Betterment.

The Town shall provide the County with one (1) complete set of as-built drawings in pdf format upon completion of the Project.

Article 4 Betterment Cost:

The County shall be solely responsible for the construction cost of the Betterment, including approved overruns, but not including construction inspection and administration as noted in Article 3.

- The construction costs of the Betterment are currently estimated to total Three Hundred eleven thousand two hundred and five dollars (\$311,205.00).
- Said amount shall be paid by the County directly to the Town's Department of Public Works prior to construction of the project. Any credits or overpayments by the County shall be refunded within 30 days of substantial project completion. The total Betterment construction cost shall not exceed \$311,205.00 without the prior written agreement of both the Town and County. Any additional cost related solely to the Betterment so authorized will be the sole responsibility of the County including but not limited to overruns, change orders and/or unforeseen expenses.

Article 5 Ownership and Maintenance upon Substantial Completion:

Ownership and maintenance of the Betterment described herein will be the responsibility of the County upon completion of the project.

Article 6 Indemnification:

During construction of the Project, including the Betterment, the Town, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the County of Erie, their members, officers, employees and agents from and against any and all liability, damages, claims, demands, costs, judgements, fees,

reasonable attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Town or third parties under the direction or control of the Town.

Upon substantial completion of the construction of the Project, the County shall be responsible for the maintenance and operation of the Betterment. As such, the County, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the Town and their members, officers, employees and agents from and against any and all liability, damages, claims, demands, performance or failure to perform hereunder by the County or third parties under the direction or control of the County with respect to the Betterment only.

Article 7 Notice:

All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County: Commissioner of Public Works
County of Erie
95 Franklin Street
Buffalo, New York 14202

With Copy to: Erie County Attorney
95 Franklin Street
Buffalo, New York 14202

To the Town: Town Clerk
5583 Main Street
Williamsville, New York 14221

With Copy to: Town of Amherst Attorney
5583 Main Street
Williamsville, New York 14221

Or at any such other address or such other person as the Parties may designate.

Article 8 Severability:

If any provision of the Agreement proves to be illegal, invalid or unenforceable, the remainder of the Agreement will not be affected by such finding, and each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

Article 9 Governing Law:

This Agreement shall be governed by and constructed in accordance with the laws of the State of New York.

Article 10 Entire Agreement:

This agreement and Exhibits attached hereto constitute the sole and complete agreement and understanding of the Parties with respect to the rights granted herein and supersede all prior written or oral agreement and understandings with respect to the rights granted herein.

Article 11 Amendment:

This Agreement shall not be changed, amended or altered in any way, except in writing and executed by all Parties.

Article 12 Assignment:

No Party shall assign this Agreement without prior written consent of all other Parties.

Article 13 Counterparts:

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall together constitute but one and the same instrument.

Article 14 Whereas Clauses:

The Whereas Clauses set forth above are hereby incorporated and made a part of this Agreement.

(END TEXT)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers and/or agents as of the day and year first set forth above.

TOWN OF AMHERST

By: _____

Name: Brian Kulpa

Date: _____

Title: Town Supervisor

State of New York)
County of Erie)SS

On the _____ day of _____, 2024, before me the undersigned, a notary public in and for said state, 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 upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

COUNTY OF ERIE

By: _____

Name: Mark C. Poloncarz/Lisa Chimera

Date: _____

Title: County Executive/Deputy County Executive

State of New York)
County of Erie)SS

On the _____ day of _____, 2024, before me the undersigned, a notary public in and for said state, 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 upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

APPROVED AS TO CONTENT

By: _____

Name: William Geary, Jr

Title: Commissioner of Public Works

Date: _____

APPROVED AS TO FORM

By: _____

Name: Kristen M. Walder, Esq,

Title: Deputy County Attorney

Document No: _____

Date: _____


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 06/24/24 07:00 PM
 Department: Finance

Initiated by: **Lynda Juul**
 Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 29126

RESOLUTION 2024-560
ADOPTED

Amend 2025 Budget Calendar

WHEREAS, the 2025 Budget Calendar was approved on January 2, 2024 at the annual Reorganization meeting; and

WHEREAS, Local Law 2-2024 was adopted on March 11, 2024 via resolution 2024-116, and calls for three public hearings to be held on the annual budget; and

WHEREAS, this change, along with other changes to more accurately reflect the current budget process timeline, were incorporated into the attached Amended 2025 Budget Calendar;

NOW, THEREFORE, BE IT RESOLVED, the Amended 2025 Budget Calendar is hereby approved.

6/24/2024

Consent

FINANCIAL IMPACT:

N/A

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

Town of Amherst
Budget Calendar - Fiscal Year 2025
Revised June 24, 2024

DESCRIPTION	Comptroller's Office to send to Departments by:	Departments to return to Comptroller's Office by:	Other Dates/Comments
Town Board adopts Budget Calendar (Annual Reorganization Meeting in January)			January 2
Budget Worksheets for Lighting, Drainage, Sewer, Fire and Water Districts sent via inter-office mail to Engineering and Highway (Benefit Basis Budgets)	April 15	May 15	
Budget Worksheets for General, Part Town, Community Environment & Highway sent via inter-office mail to Department Heads (Operating Funds)	May 1	May 31	
Payroll sheets completed by Comptroller's Office and submitted to HR for review	May 1	May 21	
Payroll sheets emailed by Comptroller's Office to departments for review	May 21	May 31	
Comptroller's Office updates MUNIS with departmental budget requests			June 1-30
Meetings with Department Heads to discuss Benefit Basis Budget & Operating Budget Requests			July 1- August 15
Meetings with Fire Protection Districts to discuss Benefit Basis Budgets			August 15-31
Review of Benefit Basis Budgets and Operating Budgets by Budget Officer (Supervisor), Director of Finance, and Comptroller			August 1- September 30

Attachment: 2025 BUDGET CALENDAR - Amended 6-24-2024 (RES-2024-560 : Amend 2025 Budget Calendar)

NOTE: *Italics indicates legal requirement.* Any date that falls on a weekend or holiday reverts to the prior workday.

DESCRIPTION	Comptroller's Office to send to Departments by:	Departments to return to Comptroller's Office by:	Other Dates/Comments
Budget Officer files Benefit Basis (Special District) Budgets with Town Clerk <i>(No later than September 15)</i>			September 15
Budget Officer files Operating Budgets with Town Clerk (Tentative Budget), including Proposed Capital Improvement Plan (CIP) <i>(No later than September 30)</i>			September 30
Files for added tax bill items given to Assessor/IT ✓ Sidewalks ✓ Delinquent ECWA ✓ Delinquent Village water ✓ Code violations ✓ Omitted tax			September 30
Tentative Budget submitted to Town Board; Copies placed on file in Town Libraries <i>(At regular or special meeting of the Town Board, No later than October 5)</i>			October 1 (Tuesday)
Setting of Elected Officers' Salaries by Town Board Resolution (First Regular October TB Meeting)			October 1 (Tuesday)
Review of Tentative Budget by Town Board; Preliminary Budget filed with Town Clerk (if TB makes changes to Tentative Budget; otherwise Tentative budget becomes Preliminary Budget) <i>(Prior to publication of legal notice for PH on Tentative Budget)</i>			October 1-15
Town Clerk to publish Notice of 1 st Public Hearing on (Tentative) Budget, including Elected Officials' Salaries <i>(Must be published 5 days prior to PH)</i>			October 9

NOTE: *Italics indicates legal requirement.* Any date that falls on a weekend or holiday reverts to the prior workday.

DESCRIPTION	Comptroller's Office to send to Departments by:	Departments to return to Comptroller's Office by:	Other Dates/Comments
1st Public Hearing on (Tentative) Budget <i>(Per LL 2-2024 Transparency in Budget Process, three (3) public hearings to be held on budget)</i>			October 15 (Tuesday)
Town Clerk to publish Notice of 2 nd Public Hearing on (Tentative) Budget, including Elected Officials' Salaries <i>(Must be published 5 days prior to PH)</i>			TBD
2nd Public Hearing on (Tentative) Budget <i>(Per LL 2-2024 Transparency in Budget Process, three (3) public hearings to be held on budget, including one at the Senior Center or other such location designated by the Town Board and at a time convenient for older adults)</i>			Date/Time/Location TBD October 15-28
Town Clerk to publish Notice of 3 rd Public Hearing on (Preliminary) Budget including Elected Officials' Salaries <i>(Must be published 5 days prior to PH)</i>			October 23
3 rd Public Hearing on (Preliminary) Budget <i>(PH to be held on or before the Thursday following the general election, and may not be adjourned beyond November 15)</i>			October 28
Fire District Budgets to be submitted to Budget Officer <i>(No later than November 7)</i>			November 7
Budget to be Adopted <i>(No later than November 20)</i>			October 28 or November 12
Summary Pages for Sewer, Drainage and Water given to Assessor to calculate rates (Assessor)			ASAP After Budget Adoption

NOTE: *Italics indicates legal requirement.* Any date that falls on a weekend or holiday reverts to the prior workday.

Attachment: 2025 BUDGET CALENDAR - Amended 6-24-2024 (RES-2024-560 : Amend 2025 Budget Calendar)

DESCRIPTION	Comptroller's Office to send to Departments by:	Departments to return to Comptroller's Office by:	Other Dates/Comments
Assessment files for the 2023 County/Town Tax Extension must be ready for transmission to Real Property These files must include the unpaid Town charges. Signed letter of authorization must be sent to have amounts included.			Week of Nov 1
<i>Town budgets shall be certified to the County at least one week prior to the last Tuesday in November.</i> (This includes special district rates calculated by Assessor)			No later than November 21
Budget Officer/Comptroller assists IT in making adopted budget available on Town web site			December 15
County sends reports for final approval. Town to reconcile and approve (See levy reconciliation worksheet for codes to exclude from totals to reconcile to Town amount to raise)			Mid-Late December
Budget Officer/Comptroller to approve and confirm to County			2 days after receipt
County to print tax bills			Approx. 3 days after final approval received by County (Town errors or failure to meet deadlines will cause delays)
Town Clerk to receive tax bills & process for mailing.			As soon as available

NOTE: *Italics indicates legal requirement.* Any date that falls on a weekend or holiday reverts to the prior workday.

Notes:

Tentative Budget: The budget filed by the Budget Officer (Supervisor) with the Town Clerk.

Preliminary Budget: The Tentative budget, as revised by the Town Board. If no changes are made, the Tentative budget becomes the Preliminary budget.

Attachment: 2025 BUDGET CALENDAR - Amended 6-24-2024 (RES-2024-560 : Amend 2025 Budget Calendar)



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 06/24/24 07:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 29129

RESOLUTION 2024-561

ADOPTED

Cook/Senior Services

Please appoint a Cook to the Amherst Center for Senior Services, Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 25, 2024 at an annual salary of \$36,295, Grade 5, Step A for Pamela Princess.

Contingent upon completing all pre-employment requirements.

Replacing an employee who was promoted.

6/24/2024

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: 06/24/24 07:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 29130

RESOLUTION 2024-562

ADOPTED

Messenger/Youth & Recreation

Please appoint a Messenger to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 25, 2024 at an hourly rate of \$15.93, Grade 2, Step D for Shelby Richter.

Replacing an employee who retired.

6/24/2024

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: 06/24/24 07:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 29131

RESOLUTION 2024-563

ADOPTED

Director of Emergency Services & Safety/Emergency Services Department

Please appoint a Director of Emergency Services & Safety to the Emergency Services Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective 6/29/2024, at an annual salary of \$97,718.66, Grade 6, Step K of the Exempt Department Head Salary Schedule for Brandon Peters.

This is a promotion for an employee currently serving as Emergency Services & Safety Coordinator.

Replacing an employee who is Retiring.

6/24/2024

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: 06/24/24 07:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 29133

RESOLUTION 2024-564
ADOPTED

Senior Engineer Assistant/Engineering

Please appoint a Senior Engineer Assistant to the Engineering Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 25, 2024 at an annual salary of \$63,100, Grade 13, Step F for Sarah Burow.

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

6/24/2024

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: 06/24/24 07:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 29134

RESOLUTION 2024-565

ADOPTED

Detective/Police Department

Please appoint a Detective to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 25, 2024 at an annual salary of \$100,741 for Scott Minervini.

This is a promotion for an employee currently serving as Police Officer.

Replacing an employee who is being promoted.

6/24/2024

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: 06/24/24 07:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 29135

RESOLUTION 2024-566

ADOPTED

Detective Sergeant/Police Department

Please appoint a Detective Sergeant to the Police Department. Temporary, effective June 25, 2024, at an annual salary of \$103,560 for Thomas Thielman.

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

Replacing an employee who retired.

6/24/2024

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: 06/24/24 07:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 29136

RESOLUTION 2024-567

ADOPTED

Extended Sick Leave of Absence/Highway Department

Please authorize an Extended Sick Leave of Absence Without Pay to an employee at the Highway Department. Effective June 17, 2024 through December 16, 2024.

6/24/2024

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: 06/24/24 07:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 29146

RESOLUTION 2024-568
ADOPTED

Maintenance Worker (2 Positions)/Building Maintenance/Facilities Department

Please appoint two (2) Maintenance Workers 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 25, 2024 at an hourly rate of \$19.34, Grade 4, Step B for Connor Geraci.

Contingent upon completing all pre-employment requirements.

Due to a vacancy and a promotion for an employee currently serving as Laborer and replacing an employee that was promoted.

6/24/2024

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: 06/24/24 07:00 PM
 Department: Senior Services
 Initiated by: **Melissa Abel**
 Co-Sponsored by:

DOC ID: 29138

RESOLUTION 2024-569
ROLL CALL VOTE (ADOPTED)
Cse Eisep CRS #4857

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

6/24/2024

A motion to approve was made Supervisor Kulpa, seconded by Deputy Supervisor Lavin and approved via Roll Call vote 3-0-1 (Marinucci, abstain).

FINANCIAL IMPACT:

A6776-03089

(\$127,702) Revenue

RESULT:	ROLL CALL VOTE (ADOPTED) [3 TO 0]
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Shawn Lavin, Deputy Supervisor
AYES:	Kulpa, Lavin, Szukala
ABSTAIN:	Marinucci
ABSENT:	Berger

ERIE COUNTY DEPARTMENT OF SENIOR SERVICES PROGRAM CONTRACT

- 1. TITLE OF PROGRAM: Case Management, Information & Assistance, Outreach, Chore
- 2. CONTRACT PERIOD: 04/01/24 – 03/31/25

3. ORGANIZATION:

Name:	Town of Amherst by and through The Amherst Center for Senior Services
Mailing Address:	Town Hall 5583 Main Street Williamsville, NY 14221
Office Phone:	(716) 631-7030
Federal I.D. No.:	16-6002157
Executive Director/Administrator:	Brian Kulpa, Town Supervisor
Email:	bkulpa@amherst.ny.us

4. PROGRAM CONTACT:

Name, Title:	Melissa Abel, Executive Director
Mailing Address:	370 John James Audobon Parkway Amherst, NY 14228
Office Phone:	(716) 636-3055 , x 3117
Email:	mabel@amherst.ny.us

AGREEMENT

THIS AGREEMENT made on the 1st day of April 2024, between the COUNTY OF ERIE (the "County"), a municipal corporation of the State of New York, having its principal office in Buffalo, Erie County, New York, acting by and through the Erie County Department of Senior Services, (the "Department"), and

Town of Amherst by and through The Amherst Center for Senior Services

(the "Agency"), a municipal corporation of the State of New York, by and through Town of Amherst Center for Senior Services, organized under the laws of the State of New York having an office and principal place of business at:

**Amherst Town Hall
5583 Main Street
Williamsville, NY 14221**

WITNESSETH:

WHEREAS, the County desires to make available to the residents of Erie County, services to the elderly as authorized by the New York State Office for the Aging and by the Erie County Legislature, the Erie County Department of Senior Services is hereby authorized to establish, operate and maintain programs and services for the elderly; and

WHEREAS, the County and the Agency in the spirit of mutuality and partnership, desire to provide the residents of the County the optimum quantity of geriatric services of the highest professional quality; and

WHEREAS, the Agency enjoys the use of facilities and has the capacity for the provision of certain services to the aging; and desires to provide a program to provide case management, information and assistance and outreach to residents, age 60 and over, in the service area defined in Schedule "A"; and

WHEREAS, the County desires to contract for such services and the Agency has agreed to furnish such services to the residents of the County;

NOW, THEREFORE, the County and the Agency agree as follows:

ARTICLE I: THIS AGREEMENT

Section 1.1 Incorporations. The agreement between the parties shall consist of this Agreement and the following Schedules which are attached hereto and made part hereof:

- Schedule "A": Statement of Services.
- Schedule "B": County Standard Insurance Provisions. Classification G.
- Schedule "C": Standard Assurances- Title III of the Older Americans Act. Agency may also be referred to as "Applicant" in Schedule C.

Schedule "D": Standard Assurances - New York State Office for the Aging.
Schedule "E": Remuneration.
Schedule "F": Business Associate Agreement.
Schedule "G": Erie County Executive Order #13 - Pay Equity.

Section 1.2 Agreement. The Agency agrees to provide the services set forth herein subject to all the terms and conditions set forth in this Agreement and Schedules hereof. Agency further agrees to all the representations, terms, and conditions set forth in the attached Schedules listed above as if fully set forth in this Agreement. This Agreement and the Schedules above shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

Section 1.3 Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

ARTICLE II: TERM OF THIS AGREEMENT

Section 2.1 Term of Agreement. The term of this Agreement shall commence on 04/01/24 and shall terminate on 03/31/25 unless terminated earlier pursuant to the provisions of this agreement.

Section 2.2 Termination.

A.) In the event that services under this agreement are not satisfactory to the County or to the New York State Office for the Aging, the County may terminate this agreement upon ten (10) days written notice to the Agency either by personal service or by certified or registered mail.

B.) The County may terminate this Agreement in the event the terms and conditions hereof are not fully complied with by the Agency by giving ten (10) days notice to the Agency, in writing, of its intention to terminate for that reason.

C.) Otherwise, either party may at any time during the term of this Agreement or any extension thereof terminate this Agreement by giving to the other party thirty (30) days written notice of its intention to terminate.

D.) The Agency agrees that in the event of termination of the agreement prior to the expiration date set forth in this Agreement, the Agency agrees to:

- 1) Account for and refund to the County, within thirty (30) calendar days, any funds that have been paid to the Agency pursuant to this agreement that are in excess of un-reimbursed expenses incurred prior to the notice of termination;
- 2) Not incur any further obligations pursuant to the agreement beyond the termination date;
- 3) Submit, within thirty (30) days of termination, a report listing each and every

receipt, expenditure of funds, program activity, accomplishment, and obstacle encountered relating to this agreement.

4) Return all fixed assets belonging to the County of Erie, purchased under the terms of this or preceding contracts.

Section 2.3 County's Rights. In the event the County determines that there has been a material breach by the Agency of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Agency of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Agency . Without limiting the foregoing, upon written notice to the Agency, repeated breaches by the Agency of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

ARTICLE III: BASIC OBLIGATIONS OF AGENCY

Section 3.1 Contract Services. The Agency shall provide to the residents of Erie County the contract services set forth in Schedule "A" attached to this Agreement. The contract services shall be carried out by the Agency in accordance with current industry standards and trade practices.

Section 3.2 Duty to Report Progress. The Agency shall report to the County on its progress toward completing the contract services, as the Commissioner of Senior Services or his/her duly authorized designee (the "Commissioner") may request, and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this agreement.

Section 3.3 Insurance The Agency agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "B", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. All Certificates of Insurance shall be approved by the County of Erie Department of Law prior to the inception of work, and all payments will be delayed until the requirements are met. All entities which have elected to become self-insurers for liabilities formerly covered by policies of Automobile, General, Excess Umbrella Liability Insurance and Worker's Compensation are required to provide to the Department, proof of coverage equivalent to the limits required by this Section as specified in Schedule B. Evidence of Workers' Compensation must be on forms approved by the New York State Workers' Compensation Board.

In the event that a required insurance policy is cancelled, expires or lapses, the Agency shall submit to the County an updated Certificate of Insurance, which shall be reviewed for approval by the County of Erie Department of Law and all payments will be delayed until the requirements are met. In addition, the County reserves the right to terminate this Agreement should the Agency fail to provide the required insurance within 30 days of the policy's cancellation, expiration or lapse.

Section 3.4 Contract Expenses. The Agency shall be responsible for all costs involved in the delivery of contract services and shall incur only those expenses set forth in this Agreement on any Schedule attached hereto. Subcontracts for services as required under this agreement shall also be in accordance with this Agreement and any Schedule attached hereto.

Section 3.5 Professional Standards and Levels of Service. All contract services will be delivered in accordance with generally accepted standards of professional quality and quantity. The units of service as specified shall be periodically reviewed by the parties, and where appropriate, the units of service specification may be adjusted by the mutual agreement of the parties in writing. No reduction in the level of services shall be permitted if such reduction alters the basic nature or adversely affects the quality of the contract services. If the Agency is delivering service at a rate which, in the judgment of the Department will result in a level of service below that agreed upon, the Department may, after notifying the Agency, formally request that the rate of service be increased in general or by a specified amount up to the level agreed upon.

Section 3.6 Required Performance. Agency agrees that, whether during the contract term or thereafter, it will do all necessary acts and sign any and all documents, contract amendments and/or supplemental agreements which may be required or necessary to maintain grant status and/or to satisfy requirements by federal, state, county and grant providers or which may be required to maintain or to obtain additional grant funds applicable to the term set forth in this Agreement.

Section 3.7. Indemnification. In addition to, and not in limitation of the insurance provisions contained in Schedule "B", Agency agrees that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County: (a) the Agency shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Agency or third parties under the direction or control of the Agency; and (b) Agency shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto. Agency's obligation under this Section shall continue beyond the expiration or termination of this Agreement.

Section 3.8 Non-assignability and Subcontract Agreements. The Agency shall not assign, transfer, convey, subcontract or otherwise dispose of this Agreement or of its right, title, or interest herein or its power to execute this Agreement to any person or corporation without the previous consent, in writing, of the County. All agreements between the Agency and a subcontractor(s) shall be by written contract only. Any subcontract submitted for approval by the County must provide in writing that the Agency will retain ultimate control and responsibility for the service provided under the subcontract and that the subcontractor shall be bound by the provisions of the Agreement between the Agency and the County and any other requirement applicable to the Agency in the provision of contract services. Where required by New York State law, all subcontractors shall be licensed and certified to perform contract services by the Offices of New York State. All subcontracts entered into by the Agency shall be written in accordance with all local, New York State and Federal laws, rules and regulations and shall be available for review by the County and the Offices of New York State. No subcontract shall provide for the County to

incur financial obligation. All subcontracts entered into by the Agency with a subcontractor shall be governed by applicable provisions of New York State law relating to conflict of interests. The Agency shall not be relieved of any responsibility under this Agreement by any subcontract. The Provider shall require by written agreement all subcontractors and their employees to observe all applicable local, New York State and Federal laws, rules and regulations relating to the confidentiality of client records and information.

Section 3.9 Agency Status Written notice to the County pursuant to the notice provisions above AND to the Erie County Department of Law, 95 Franklin Street, Rath Building-16th Floor, Buffalo, New York, 14202 shall be given by Agency should: (A) Agency's status be altered in any way; and/or (B) Agency be subject to investigation concerning acts or omissions which would affect Agency's status and/or licensure. Immediate notice under this section means postmarked First Class Mailing no later than 72 hours after any alteration of license status or knowledge of any investigation.

Section 3.10. Compliance with the Law. The Agency shall furnish the contract services in compliance with all applicable Federal, State, County, Local and Department laws, rules, regulations, and policies and procedure manuals. The Agency shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder.

ARTICLE IV: PAYMENTS FOR SERVICES

Section 4.1 Amount payable by the County. For the services to be performed pursuant to this Agreement, the Agency shall be paid the amount authorized for this Agreement by the Erie County Legislature as is further specified in Schedule E, and Schedule E Budget Attachment, attached hereto.

Section 4.2 Availability of Funds. The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by the Erie County Legislature. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by the County Legislature during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Agency, then the Agency shall have the right

to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the “State Budget”) proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Agency, then the Agency shall have the right to terminate this Agreement upon reasonable prior written notice.

The parties further recognize and acknowledge that the obligations of the County under this Agreement may be subject to the County’s receipt of funds from agencies of New York State, the United States of America, or other non-county sources. If, for any reason, the full amount of said funds is not paid over or made available to the County by New York State or the United States of America, or non-county source, the County may terminate this Agreement immediately or reduce the amount payable to the Agency, in the discretion of the County. The County shall give prompt notice of any such termination or reduction to the Agency. If the County subsequently offers to pay a reduced amount to the Agency, then the Agency shall have the right to terminate this Agreement upon reasonable prior written notice.

Section 4.3 Refund by the Agency. If, upon the expiration of this Agreement, the amount received by the Agency, including but not limited to any advance payments made by the County under this Agreement, exceeds the authorized expenditures pursuant to this Agreement, the Agency shall remit to the County the amount of such excess within ten (10) days upon separate request of the County. The Agency’s obligation under this Section shall continue beyond the expiration or termination of this Agreement.

Section 4.4 Final Payment by the County. If, upon the expiration or termination of this agreement, the County owes the Agency for contract services, the Agency shall submit an invoice within thirty (30) days after the termination date, in such form and supported by such documentation and certification as the Department may require, and the County shall pay the Agency the appropriate amount. The County’s obligation under this Section shall continue beyond the expiration or termination of this contract.

Section 4.5 Payment Conditional. All payments by the County under this agreement shall be subject to revision on the basis of an audit conducted by the Comptroller of Erie County, any appropriate state agency, or the Department. Furthermore, if the New York State Office for the Aging shall fail to approve full state and federal aid reimbursement for payments by the County to the Agency under this agreement by reason of any act or omission of the Agency, the County’s obligation shall be reduced by the amount so not approved, and any County matching funds. The County may withhold from any payment due to the Agency on any agreement, or recover from the Agency, an amount equal to the sum so not approved and any County matching funds. The County may withhold payment to the Agency of the sum not in excess of ten (10) percent of the obligation of the County stated in this Agreement until after an audit satisfactory to the Department has been

completed, provided an audit has been commenced within one (1) year from the date from which payment is withheld. The Department shall settle accounts with the Agency on the basis of that audit within a reasonable time, not to exceed three (3) months, after the audit is transmitted to the Agency.

ARTICLE V: RESPONSIBILITIES OF THE DEPARTMENT

Section 5.1 General Supervision and Evaluation. The Department shall provide, in a manner consistent with Federal, State and local laws and regulations, general supervision and evaluation over the contract services and facilities rendered, administered or coordinated by the Agency.

Section 5.2 Revision of Contract. The Department shall, during the term of this Agreement, review any proposals submitted by the Agency to change the contract services. The Department may authorize appropriate amendments to this contract upon the mutual agreement of both parties that such change or changes are desirable. All budget transfers for any approved changes in services pursuant to this Section must be in compliance with the requirements of this Agreement. In no event shall such change result in an increase in the obligation of the County without the authorization in writing of the County Executive of Erie County and, when necessary, the authorization of the Erie County Legislature.

ARTICLE VI: RECORDS, REPORTS, AUDITS.

Section 6.1 Records.

A.) The Agency shall keep records with respect to delivery of contract services performed under this agreement. Such records shall be kept separate or identifiable from those relating to other activities of the Agency. The Agency shall maintain adequate individual client service records which shall, subject to the provisions of this Agreement, be made available to the Department. Individual records or evaluations shall be transferred to the Department or other providers of services only upon the written authorization from the client.

B.) Any information transferred to a provider of services to the aging is to be confidential and used solely for the benefit of the client. At the expiration or termination of this agreement, or any extension thereof, all plans and programs for providing services, all educational plans, programs and materials, all program records, and all program evaluation shall become the property of the Department on behalf of the County. Individual records and evaluations shall be transferred to the Department if the Agency is not adequately maintaining such records or if the Agency is dissolved. The Agency's obligation under this Section shall continue beyond the termination of this agreement and shall be in compliance with confidentiality requirements of applicable laws. The Agency shall implement appropriate privacy and security safeguards to protect the confidentiality, integrity and availability of protected health information, including but not limited to privacy and security policies, employee training, and access, use and disclosure restrictions.

Section 6.2 Record Retention. The Agency shall retain all books and records (including supporting documents) relating to its performance under this agreement for seven (7) years from

the expiration or termination date of this agreement unless permission is given to the Agency in writing by the Department to destroy them prior to the expiration of the seven (7) year period.

Section 6.3 Audit, Inspection and Visitation.

A.) Subject to the confidentiality and privilege provisions of this Agreement, the Agency shall during regular business hours make available for reasonable audit, inspection and visitation by the Department, the Erie County Comptroller, the New York State Office for the Aging, and the New York State Department of Audit and Control, U.S. Administration on Aging or any persons retained by these agencies, its contract services, facilities, and all financial, statistical and client reports, records, memoranda and other data relating thereto. Further, the agency shall provide a copy of any audit, and/or management letter received from any independent auditor who has occasion to audit said agency's books and records and provide such audit and/or management letter to such agency, to the Erie County Comptroller's Office, 11th Floor - Rath Building, Buffalo, New York, 14202, and the Erie County Department of Senior Services, Attention: Fiscal Management Unit, Room 1329, Rath Building, 95 Franklin Street, Buffalo, New York 14202.

B.) In the event, this Agreement is funded in part by funds from the Federal government, the agency must meet the audit requirements of Office of Management and Budget Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards-Subpart F as currently named, numbered and/or amended, as well as any additional audit requirements contained in this Agreement and Schedules of this Agreement.

Section 6.4 Confidentiality and Privilege. All examinations, inspections, audits and visitations hereunder shall, in the absence of an effective waiver by the client, be conducted in accordance with client confidentiality requirements of applicable laws, on the Agency's premises, and at the discretion of the Agency, in the presence of an Agency representative.

ARTICLE VII: MISCELLANEOUS

Section 7.1 Relationship of Parties The Agency and the County agree that the Agency and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees, agents or servants of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Agency covenants and agrees that neither the Agency nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will act as, hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

Section 7.2 New York Law and Interpretation

A.) This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

B.) If any term or provision of this Agreement is held by a court of competent

jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

Section 7.3 No Third-Party Reliance Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, or by reason of this Contract, except in the event that specific third party rights are expressly granted herein.

Section 7.4 No Waiver of Right to Enforce Failure of County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any work or the payment of any fee or reimbursement due hereunder with or without knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

Section 7.5 Conflicts of Interest The Agency shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Agency shall also use all reasonable means to avoid any appearance of impropriety.

Section 7.6 Authorized to Sign The person or persons signing this Contract on behalf of the Agency hereby represent that they are duly authorized to enter this Contract and to bind Agency to all terms and conditions set forth in this Contract and all attachments hereto.

Section 7.7 Mention of County/State Support. In any printed matter announcing or describing a service provided or supported by the Agency, or in any product such as a publication, book, catalog, films, videotape, exhibition, website, or similar product assisted under the terms of this agreement, the Agency shall prominently mention the Erie County Department of Senior Services, and the New York State Office for the Aging.

Section 7.8 Copyrightable Material. Where Agency projects supported in whole or in part by County and/or State assistance, produce original books, manuals, films, or other copyrightable material, the material cannot be copyrighted or sold without the written permission of the New York State Office for the Aging and the County of Erie. The Erie County Department of Senior Services reserves the royalty-free, non-exclusive and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to publish and use such materials. Any income received by the Agency as royalties or otherwise earned by such copyrightable material shall be considered as Agency income. Such income shall reduce the County's obligation under this Agreement in accordance with the provisions of Article IV. Creation of all such material must be consistent with this contract and forwarded to the Erie County Department of Senior Services.

Section 7.9 Labor Agreements.

A.) The Agency shall provide to the Department the details of any existing labor agreement or Agency commitment for the provision of increases in personnel salaries or benefits. The County shall not reimburse the Agency for any expenditures pursuant to such labor agreement or Agency plan which exceed the line item budget provisions of the contract.

B.) The Agency shall notify the Department in advance of any pending negotiations with any organizations representing employees covered by this agreement with respect to terms and conditions of employment or of any Agency plan regarding such matters. Prior to any final settlement with any such organization or the implementation of any Agency plan, the Agency shall notify the Department of the terms and conditions thereof. The Agency, in addition, shall provide the Department with copies of all collective bargaining agreements or Agency plan covering employees providing contract services.

Section 7.10 Limitation on Actions. No action shall lie or be maintained against the County upon any claim under this agreement or arising out of anything done in connection with this agreement, unless such actions shall be commenced within ninety (90) days from the termination date of this agreement.

Section 7.11 Headings. The headings in this agreement are inserted for convenience and reference only and shall not be used in any way to interpret this agreement.

Section 7.12 Mutual Cooperation. The Agency and the County recognize that in the performance of this contract, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties does, therefore, enter into this contract with the intention of loyally cooperating with the other in carrying out the terms of this contract and in promoting the interests of the elderly.

Section 7.13 Other Services. The Agency shall report to the Department the receipt by the Agency of any grant or contract between the Agency and any other party which directly or indirectly affects the performance of the services in this contract. At no time shall the quantity or quality of services provided by the Agency under this agreement be adversely affected.

Section 7.14 Welfare to Work Initiative.

Erie County strongly encourages all not-for-profit agencies that contract with the County of Erie to participate in the community service component of the County's Welfare to Work Initiative. This program places qualified public assistance recipients in community service placements. Clients participating in this component must work in their respective community assignments as a condition for receipt of welfare benefits. An agency representative should contact: Erie County Department of Social Services, Employment and Training Programs, for additional information regarding this program.

Section 7.15 Notice Address. All notices to the County shall be addressed to the Commissioner, Erie County Department of Senior Services, Room 1329, Rath Building, 95 Franklin Street, Buffalo, New York 14202, and all notices to the Agency should be addressed to:

**Town of Amherst
Supervisor Brian Kulpa
Town Hall
5583 Main Street
Williamsville, NY 14221**

Section 7.16 Non-discrimination. The Agency: 1) shall not discriminate against any employee or applicant for employment because of race, creed, religion, color, national origin, gender, age, disability, marital status, sexual orientation or citizenship status or any other status protected by New York State or Federal laws with respect to all employment decisions including, but not limited to recruitment, hiring upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; 2) shall not discriminate in the selection of subcontractors on the basis of the owner's partners or shareholders' race, religion, color, creed, national origin, gender, age, disability, marital status, sexual orientation or citizenship status or any other status protected by New York State or Federal laws; 3) shall state in all solicitations of advertisement for employees placed by or on behalf of the contractor that all qualified applicants will receive consideration for employment without regard to race, religion, creed, color, national origin, gender, age, disability, marital status, sexual orientation or citizenship status or any other status protected by New York State or Federal laws or is an equal employment opportunity employer; and 4) shall not discriminate against any client or applicant for services rendered under this agreement because of race, creed, religion, color, national origin, gender, age, disability, marital status, sexual orientation or citizenship status or any other status protected by New York State or Federal laws.

Section 7.17 Emergency Preparedness Plan In order to secure the well-being of clients receiving County-funded services provided by the Agency, as well as the staff and property of the Agency itself, the Agency shall prepare and have available for review by County personnel a comprehensive Emergency Preparedness Plan that details what actions are to be taken in the event of a natural or man-made disaster or emergency of whatever kind. To the extent possible, this Plan shall be coordinated with the overall master plan for emergencies in effect in the city, town or other municipality in which the Agency is located, as well as with Erie County's plan(s) for such emergencies.

Section 7.18 New York Executive Order 38. Pursuant to New York State Executive Order 38, issued January 18, 2012, and as prescribed by State regulations promulgated thereunder, should the Agency be considered a covered provider thereunder, Agency shall comply with all reporting obligations contained in such regulations. Reporting obligations include, but shall not be limited to, the submission of a completed EO 38 Disclosure form for each reporting period. Such forms shall be submitted in the manner and form specified by the State agency(ies) providing funds through this Agreement. All such reporting shall be made directly to such funding State agency(ies). The County shall not be responsible for receiving or forwarding such reports to State agencies. In addition to compliance with State regulations applicable thereto Agency shall comply with all substantive requirements of Executive Order 38, including the cap on certain executive compensation and required minimum percentage payments for direct care services. Evidence of such compliance shall be submitted to the County on an annual basis.

Section 7.19 Erie County Executive Order 13. The Agency shall comply with Erie County Executive Order 13 (2014) and agrees to complete the Certificate collectively attached hereto as Schedule “G” and made a part hereof. The Agency shall make such records available, upon request, to the County’s Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Agency, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency’s compliance with Erie County Executive Order 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014), may constitute grounds for the immediate termination of this Agreement and may constitute grounds for determining that the Agency is not qualified to participate in future County contracts.

IN WITNESS WHEREOF, The County of Erie and the Agency have caused this Agreement to be executed.

THE COUNTY OF ERIE

Town of Amherst

By: _____ By: _____

Mark Poloncarz / Lisa M. Chimera
County Executive/Deputy County Executive

Brian Kulpa
Town Supervisor

Date: _____

Date: _____

**Program Title: Case Management, I&A,
Outreach, Chore**

Approved as to content:

By: (Electronically signed)

Angela Marinucci
Commissioner, Department of Senior Services

Date: _____

Approved as to form:

By: (Electronically signed)

Aaron Rubin
Assistant County Attorney

Date: _____

Document # 24 - ____ -SS

SCHEDULE A
STATEMENT OF SERVICES
CSE/EISEP

Case Management, Information & Assistance, Outreach, Chore

2024

To the fullest extent applicable, Agency hereby makes the representations and agrees to the terms and conditions set forth in this Schedule:

Part I - Services, Terms and Conditions:

- I.** Erie County Department of Senior Services (herein, “County”) is contracting with the Agency to provide services to older persons with the objectives of addressing basic needs and maximizing independence. To address basic needs, Agency must identify older persons in need using multiple formal and informal channels, assess those needs, and link individuals with appropriate services. The goal is to ensure that older adults in our community have safe, affordable housing, enough food to eat, accessible transportation, quality medical care, accessible home support services, quality neighborhood life, and access to critical government services.

To facilitate maximized independence, services must foster independence and empowerment, enabling clients to learn the skills necessary to access appropriate resources that will help them to meet their basic needs and continue living in the community.

- a. **Case Management:** Comprehensive process which helps older persons with diminished functioning capacity, and/or their caregivers, gain access to and coordinate appropriate services, benefits and entitlements. Case Management consists of assessment and reassessment, care planning, arranging for services, follow-up, monitoring, and discharge. These activities must be provided by or under the direction of the designated case manager or case manager supervisor with a goal of maintaining the individual in the community as independently as possible.
- i. Case Management criteria:
1. Individuals 60 years of age or older;
 2. Must be functionally impaired, i.e., need the assistance of another person, in at least one Activity of Daily Living (ADL) (i.e., bathing, dressing, toileting, transferring, or eating) or two Instrumental Activities of Daily Living (i.e., shopping, housekeeping, preparing meals, laundry, using transportation, telephoning, getting out of the home);
 3. Must have unmet needs, i.e., not receiving necessary assistance;
 4. Must NOT be receiving the same or similar services under the following programs: Titles XVII (Medicare), XIX (Medicaid) XX of the federal Social Security Act, or any other program;
 5. Only Case Management services funded by the County are countable for Case Management unit entry.
 6. An assessment may be requested and provided without evidence of

unmet needs to determine if unmet needs exist. The client is entitled to the assessment and a statement of problems.

ii. Case Management activities for clients receiving community-based long-term care services:

1. A comprehensive MDS-compliant assessment is the collection of information about a person's situation and functioning, and that of his/her caregivers, which allows identification of the person's specific strengths and needs in the major functional areas.
2. Development of, and adherence to, a goal-oriented care plan which directs case management activities.
 - a. The care plan must be personalized and represent client's values and preferences.
3. Referrals are made to available community services that support the client in meeting their goals including services not funded through the County, and are appropriately documented in PeerPlace.
4. Coordination of the care plan (arranging and monitoring services) includes contacting service providers, conducting case conferences and negotiating with providers for the delivery of needed services to the client as stated in the care plan.
5. Follow-up and monitoring is ongoing and includes specific time frames for activities. Regular contact with the client and service providers is required to ensure that the care plan is meeting the client's needs and services are being delivered at the appropriate levels and quality. Requirements are outlined in **Exhibit A: Case Management Service Monitoring Requirements Policy and Procedure**.
6. Reassessment is the formal re-examination of the client's situation and functioning and that of his/her caregivers to identify changes which occurred since the initial assessment/last reassessment and to measure progress toward goals outlined in the care plan. It is done at least 364 days from the previous assessment and more frequently if needed. Changes are made to the care plan as necessary.
7. Discharge is the termination of case management services. Reasons for discharge may include the client requesting discharge, the attainment of goals described in the care plan, the client needing a type of service other than case management or ineligibility for the service.

b. **Information and Assistance:** Information and Assistance may include three components:

- i. Providing information on services, benefits, entitlements and other areas of concern to consumers or their representatives which enables them to locate and obtain needed resources on their own.
- ii. Assistance to consumers in obtaining access to the services and resources available within their community. An individual is provided with information on a one-to-one basis about available services and opportunities in the community, assisted in defining problems/needs and capacities, receives direction or guidance relative to those identified issues and is linked to

services and opportunities to meet the problems/needs. When appropriate, case assistance may also involve worker intervention, negotiation and advocacy with providers on the client's behalf to ensure the delivery of needed services and benefits. Also included in this is follow-up, to the extent possible, that the consumer receives the service.

- iii. Referral is a two-step process involving the initiation of a linkage between a client and a service provider, and follow-up to determine whether the service has been or is being provided.
- iv. Case Managed clients may also receive Information and Assistance units of service in instances where a Case Managed client contacts Agency for information or assistance with an issue not relating to their case managed services. For example, if a client is Case Managed because they receive Home Delivered Meals and contacts Agency for HEAP application guidance, that interaction counts as an Information and Assistance unit.

c. **Outreach:** Activities initiated by the Agency for the purpose of identifying potential clients or their care givers and encouraging their use of services and benefits.

Outreach is when the Agency finds an isolated older person who has no prior knowledge of the County/Agency, not when an older person finds the County/Agency. The contact is documented in PeerPlace event profile as an Outreach.

- i. Example 1: Staff visits to a new senior housing building to locate isolated individuals who have never been clients of the AAA. This contact must be conducted one-on-one and not done as a group presentation.
- ii. Example 2: The AAA or its subcontractors have a table at a health event where providers conduct face-to-face identification of isolated individuals by discussing the individual's needs and available programs one-on-one.
- iii. Example 3: A third party such as a police officer contacts the AAA and says there is an older person they see when on patrol that appears to be in need of services and asks that OFA staff do an Outreach visit.
- iv. Reporting Clarification: Outreach is when the AAA/subcontractor finds an isolated older person who has no prior knowledge of the AAA, not when an older person finds the AAA/subcontractor

d. **Chore Service:** Assists with housekeeping chores such as dusting, vacuuming, mopping, cleaning bathroom, laundry, simple meal preparation, etc.

- i. Agencies providing Chore Services will be paid at the hourly rate as specified in Schedule E.
- ii. Agency must provide County their Chore worker(s) hourly rate of pay.
 - 1. Minimum rate to Chore workers must be **\$16.00/hr.**
- iii. Criteria for Chore Service are as follows:
 - 1. A needs assessment has been completed.
 - 2. Must have unmet needs, i.e., not receiving necessary assistance.
 - 3. Units of service include time providing service to the client; transportation time is not included in units of service.
- iv. Chore Services will be provided as follows:
 - 1. Chore Services Referral (**Exhibit B**) will be completed by the Case Manager to give the referral information and the expected tasks to be provided based on their assessment of the client.

2. Agency will schedule the provision of services and inform the Case Manager of the initial date of service to allow the Case Manager to introduce the Chore Worker and/or they can contact the client within the 24-hour window required.
3. Chore services are provided with a maximum of two hours per visit with services provided at maximum of every two weeks. Clients are assessed/reassessed annually and monitored every other month, according to case management monitoring policy and procedure.
4. It is suggested services be scheduled back to back, in geographic proximity. In the event of a cancellation, the other clients on the schedule may be asked to change their scheduled time to allow back to back appointments.
5. Chore Worker will provide a time sheet (**Exhibit C**) to the client to sign for each time service is provided. These time sheets will be submitted to the Contract Monitor with the monthly invoice.
6. In the event services are cancelled – every effort will be made to reschedule so as not to have services lapse for a month or more.
7. Case Managers should monitor the services in the client’s home both when the Chore Worker is present and without the Chore Worker.
8. Case Manager should be informed of changes regarding the Chore clients on the day of the event – including changes in the schedule, cancellation of services, changes in tasks requested.

II. Contract Personnel:

- a. Agency must employ a Project Coordinator and Senior Case Manager(s) and/or Case Manager(s) with the following Minimum Qualifications and Job Descriptions, to fulfill terms and service requirements set forth in this contract.
 - i. The minimum hourly salary for all Case Managers must be **\$22.00**.
- b. Agency may also fill additional position(s) to fulfill terms and service requirements set forth in this contract at their discretion.
- c. New Case Managers must, within (5) months from start date of employment, complete the “Competency-based online certificate training program in case management” developed by The Center for Aging and Disability Education and Research (CADER) at Boston University.
 - i. Existing Case Managers must complete 16 hours of locally developed training per contract year.
- d. Agency must provide all Case Managers and staff who conduct contract activities and interact with the public, with photo identification which includes Agency name, Agency address, employee name, employee picture, employee emergency contact information and language stating that Agency is a contract agency of Erie County Department of Senior Services.
- e. Employee Minimum Qualifications and Job Descriptions
 - i. **Job Title:** Project Coordinator
 1. **Minimum Qualifications:** Bachelor’s degree, valid NYS driver’s license, and reliable transportation.
 2. **Job Description & Expectations:**

- a. Responsible for the overall supervision and coordination of services provided under contract with the Erie County Department of Senior Services. These services include case management and information and assistance, and may include chore and/or transportation services.
- b. Establishes and maintains linkages with other service providers in the service area to foster relationships that facilitate service delivery.
- c. Seeks to identify and generate additional resources that promote, enhance and improve services to the elderly.
- d. Supervises case managers and other project personnel. Conducts regular case conferencing sessions with case managers to ensure EISEP standards are met and care plan goals are effective and appropriate. Participates in case conferencing meetings with the assigned Department Supervisor.
- e. Conducts Case Record Reviews for case managers under supervision to ensure standards are met by the Agency. As these activities are reported in PeerPlace as case management units of service, they should equal approximately 100% of a full time equivalent. The Project Coordinator is responsible for reviewing all cases within a one year look back period to ensure monitoring compliance.
- f. Is responsible for the completion of reviews of COMPASS re/assessments by agency Case Managers within the 10-day turnaround time standard.
- g. If the agency finds itself over capacity for whatever reason, it is the responsibility of the Project Coordinator to reach out to their County case management supervisor for assistance to ensure that EISEP standards will continue to be met.
- h. Responsible for coordinating the onboarding/training of new agency case management staff in accordance with current Erie County Department of Senior Services and NYSOFA guidelines.
- i. Assesses individual staff training needs and facilitates training opportunities which address these needs. Participates in trainings and in-services as required by the Erie County Department of Senior Services. May supervise student interns from area colleges and universities.
- j. Ensures that Case Managers complete NYSOFA required CADER trainings as well as the minimum 16 hours per year of additional job related trainings.
- k. Plans and implements a variety of outreach activities (such as visiting senior housing buildings to locate isolated individuals) that are primarily targeted to reach underserved elderly who are frail, socially isolated, minority and/or low income. Submits a report on outreach activities completed.

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- l. Maintains necessary record keeping systems, prepares and submits mandated reports on services using available information technology resources. Reports include but are not limited to Performance Measures results, monthly case record review list, etc.
- m. All case manager/senior case manager responsibilities in addition to the Project Coordinator responsibilities outlined above. The Project Coordinator may maintain a small caseload in order to provide oversight and supervision to staff with the remainder of their time.
- n. Assigns intakes to self and case management staff for assessment. Has delegated the task of assignments in their absents.

ii. **Job Title:** Senior Case Manager

- 1. **Minimum Qualifications:** Bachelor's degree, valid NYS driver's license, and reliable transportation.

2. **Job Description & Expectations:**

- a. Provides information and referral on services to the elderly, their families and other service providers on the telephone, in person and through community forums.
- b. Conducts thorough intakes of clients to determine the need for case management services.
- c. Is responsible for in-home assessments of clients and development of care plans to meet needs. Implements care plans and revises as necessary.
- d. Advocates on behalf of clients with formal and informal support systems.
- e. Provides linkages and referrals to agencies and programs providing assistance to seniors. Stays current with programs pertaining to the elderly.
- f. Attends meetings, trainings and in-services as required by the Erie County Department of Senior Services.
- g. Demonstrates the ability to successfully utilize computer software for assessments, reporting (including worker log) and correspondence.
- h. Participates in regular case conferencing sessions with supervision and consults with supervisor as needed on difficult cases.
- i. Intervenes in crisis situations, making appropriate referrals to medical, environmental, mental health and utility emergencies.
- j. Conduct case conferencing sessions in the absence of supervisor.
- k. In absence of supervisor, oversee case managers and other cluster project personnel.

- l. Conducts case conferencing sessions with case managers to ensure EISEP standards are met and care plan goals are effective and appropriate.
 - m. Assist supervisor in assessing individual staff training needs and facilitating training opportunities which address these needs. Participate in trainings and in-services as required by the Erie County Department of Senior Services. May supervise student interns from area colleges and universities.
 - n. Plans and implements a variety of outreach activities (such as visiting senior housing buildings to locate isolated individuals) that are primarily targeted to reach unserved elderly who are frail, socially isolated, minority and/or low income. Submits a quarterly report on outreach activities completed.
 - o. The Senior Case Manager assumes responsibility for a case management and information and assistance case load.
 - p. Assists the Project Coordinator with reviewing all cases within a one year look back period to ensure monitoring compliance, including conducting Case Record Reviews.
 - q. Assigns intakes to Case Management staff under the direction of the Project Coordinator.
 - r. Other duties as directed
- iii. **Job Title:** Case Manager

1. **Minimum Qualifications:** Bachelor's degree, valid NYS driver's license, and reliable transportation.

2. **Job Description & Expectations:**

- a. Provides information and referral on services to the elderly, in their families and other service providers on the telephone, in person and through community forums.
- b. Conducts thorough intakes of clients to determine the need for case management services.
- c. Is responsible for in-home assessments of clients and development of care plans to meet needs. Implements care plans and revises as necessary.
- d. Advocates on behalf of clients with formal and informal support systems. Provides linkages and referrals to agencies and programs providing assistance to seniors. Stays current with programs pertaining to the elderly.
- e. Attends meetings, trainings and in-services as required by the Erie County Department of Senior Services.
- f. Demonstrates the ability to successfully utilize computer software for assessments, reporting (including worker log) and correspondence. including email, scanning, faxing and other forms of communication, such as virtual conferencing.
- g. Is responsible for maintaining client case records in an accurate and timely manner. These records will reflect understanding of and adherence to established EISEP

- standards. Case Managers will maintain a caseload of approximately 100 clients.
- h. Participates in regular case conferencing sessions with supervision and consults with supervisor as needed on difficult cases.
 - i. Intervenes in crisis situations, making appropriate referrals to agencies dealing with medical, environmental, mental health and utility emergencies.
 - j. Maintains a working knowledge of community resources to meet the needs of clients.
 - k. Work is performed under the direct supervision of a Senior Case Manager, Social Case Supervisor or and administrative employee of higher rank. Supervision may be exercised over lower ranking employees. Does related work as required.
 - l. Other duties deemed as appropriate by Project/Assistant Coordinator
 - f. Agency will provide County detailed job descriptions of all staff positions, upon request. In addition, the County shall have the right to review salaries of the staff detailed in this contract.
 - g. County shall also have the right to review the credentials of any staff utilized to provide services under this Contract. However, it shall remain the duty of Agency to review and approve credentials and employ only persons who are qualified in all respects for the positions in which they are placed. Agency will not be reimbursed unless this requirement has been fulfilled.
 - h. Agency agrees, to the greatest extent feasible, to employ older persons in the implementation of this agreement.

III. Agency Deliverables:

- a. Peerplace data will be utilized to track clients served and service type
 - i. Agency Goal range CM 402-502; I&A 285-385; OR 25-35 unduplicated served client goal range for Case Management, Information and Assistance and Outreach. The goals are set according to Agency staffing levels, data obtained from full contract year 2021-22, and input from Department and Agency staff. The goals will be tracked and monitored throughout the year to assist Agency in obtaining goals set while maintaining NYSOFA compliance
- b. If agency is underperforming, Department may at its discretion reallocate goals of, and possible funding to, another agency in order to achieve Department objectives.
- c. If an agency terminates a contract at any point in the contract year it will be entitled to only a commensurate amount of funds for the time service was performed. Either the same percentage of time or percentage of clients served, whichever is less.

IV. Emergency Closure Preparedness Plan:

- a. If Agency location is closed during normal operating hours for any reason, Project Coordinator must contact assigned department supervisor to advise of closure details and to develop a plan to ensure that critical agency functions continue

V. **Geographic Area Served:**

- a. Concentration areas: Amherst 14226, 14228; East Amherst 14051; Williamsville 14221; Getzville 14068.
- b. Additional Areas: Agency agrees to provide services to individuals in addition to the defined Concentration Area: County will exercise this option to regulate caseload sizes of the Agency’s Case Managers. If client demand exceeds the Agency’s capacity, the County will assign excess cases elsewhere. Agency retains the responsibility to ensure their capacity is maintained

VI. **Performance Measures:**

- a. RBA Measure #1:
 - i. Number of new behavioral health screenings completed (emotional well-being scale to be completed at initial assessment).
- b. RBA Measure #2:
 - i. Number of annual behavioral health re-screenings completed (emotional well-being scale completed at re-assessment).
- c. RBA Measure #3:
 - i. Number of behavioral health referrals for further assessment by race
- d. RBA Measure #4:
 - i. Number of behavioral health referrals for further assessment by ethnicity
- e. Annual Satisfaction Survey: The effectiveness and quality of case management services will be evaluated by the County with the results presented to the Agency during the annual assessment.

VII. **Contract Property:**

- a. Purchases by the County are not subject to State and local sales or excise taxes. There is no exemption, however, for social security, unemployment insurance and like taxes. All equipment, purchased under this agreement with a unit cost of \$500 (five hundred dollars) and/or with a useful life of more than two (2) years, shall be deemed to be the property of the County and shall be used as far as practicable by the Agency for the purpose of carrying out the extent of this agreement, and shall not be available for the general use of the Agency. A complete inventory of all such equipment shall be maintained by the Agency. The Agency is responsible for returning inventoried property to the County at the Agency’s expense. All such equipment shall be identified as the property of the County. Disposition of the inventoried property shall be made in accordance with applicable provisions of law. The Agency shall reimburse the County for all loss or damage due to any cause other than normal wear and tear, and such reimbursement shall include damages for loss due to the following causes as well; fire, theft or mysterious disappearance.

VIII. **Contribution Income:**

- a. Agency shall use its best effort to maximize applicable income.
- b. Agency shall establish and maintain a contribution schedule subject to the approval of the County, as required by the New York State Office for the Aging.
- c. Agency shall cooperate with the County in efforts to receive funds from those programs where appropriate.
- d. Agency, consistent with the provisions of this Agreement relating to contract clients, and with a view toward increasing the funds available for contract services, shall use its best effort to maximize applicable income.
- e. Participants must be informed of and provided with the opportunity to voluntarily

- f. contribute to the cost of services.
- f. Participants may determine for themselves the contribution they are able to make.
- g. **Under no circumstances will any individual be refused service because of inability to contribute.** All other income earned by the Agency with respect to contract funds or as a result of conduct of contract services must be included in the calculation of the amount of Agency income.
- h. Pursuant to New York State Regulations, all Agency service personnel, both paid and volunteer, who handle contributions, must be bonded, with the exception of government employees and attorneys providing legal services. Agencies can obtain a "blanket bond" for all employees.

IX. Program Reports:

- a. If the Agency utilizes the online support service contracted through the County, such users shall be subject to the approval of the County as deemed necessary by the responsibilities of the user's jobs. The Agency agrees not to allow user login accounts to be used by or shared with more than one individual user, except that the user login accounts may be reassigned from time to time, by the County, to new users who are replacing former users who have terminated employment with the Agency or otherwise changed job status or function and no longer require access to the service. Failure of the Agency to observe these restrictions may result in termination of the use of the service and therefore termination of this contract.

X. Assessments:

- a. The County is responsible for evaluation of all services provided in connection with this Agreement. The Agency shall cooperate with the County in the conduct of such evaluations that are deemed appropriate. Under New York State Office for the Aging (NYSOFA) regulations, an annual assessment must be completed within 364 days of the previous assessment. In addition to the traditional items included on the annual assessment, the record of the following items will be considered:
 - b. Obtain and maintain documentation as required in this Agreement including but not limited to providing current liability and Workers' Compensation insurance certificates
 - c. Submit a monthly financial report to the County on or before the tenth (10) day of the month after the end of each monthly period of the program year on forms provided by the County
 - d. Performance will be reviewed and failure to comply with requirements of Exhibit A: Case Management Services Monitoring Requirements Policy and Procedure, will be addressed and may lead to a compliance improvement plan with the expectation of improvement over the next three months
 - e. To support compliance with these expectations, the Department will conduct ongoing service monitoring audits throughout the year which will comprise of an evaluation of individual Case Manager's current caseload relative to the following:
 - i. Review of case notes to check for documentation of the required bimonthly, quarterly, and service start contact, as well as, the Initial Assessment and Reassessment contact
 - ii. Compliance in timeliness of client/caregiver contact, and the content of the note itself
 - iii. Is there an updated Care Plan?
 - iv. Is there a COMPASS?

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- v. Service Plan?
- vi. In addition, Agency Project Coordinator/ Senior Case Management staff must conduct case record reviews (CRR)for Case Managers Initial, Reassessments, and as needed, relative to the number of assessments the Case Managers complete and submit for review on a timely basis. The expectation is to conduct a CRR within the 10-day turnaround time standard. This is reported on the quarterly report
- vii. Compliance Improvement Plans will be issued to agency Project Coordinator and Director with copies to County Commissioner and Case Management Supervisor, if performance reviews reveal 6+% out of compliance, with the expectation of improvement over the next quarter
- viii. Compliance Improvement Plans (CIP) –Any Agency or individual CM caseload that is 90% or higher complies with our determined standards. However, any caseload 89% or lower will result in the Agency or Case Manager being placed on a Compliance Improvement Plan (CIP).

Compliance Improvement Plans are designed to identify compliance issues/ concerns, describe the plan of action to address the issues, and document when the plan was reviewed.

If an Agency or individual Case Manager is found to be out of compliance by 89% or less, a Compliance letter will be sent from the Contracts unit to the Agency Project Coordinator and Executive Director. The compliance letter explains that the agency is currently out of compliance with our standards and that a CIP will be issued. The compliance letter specifies a date that the improvements need to be made by (within 3 months or less) and that actions will be taken if there is no improvement.

Part II – Agency Representations:

Agency Information:

Town of Amherst by and through the Amherst Center for Senior Services

Place of Performance:

370 John James Audubon Parkway, Amherst NY 14228

When was the Agency established? (Month & Year):

June 1962

The basis of the Agency’s authority to conduct the programs and services described in this application (license, board approval, etc.):

Approval of the Town of Amherst Town Board

Agency’s overall programs and services identifying those which are available to older adults:

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All Town of Amherst program and services are available.

Purpose of the Amherst Center for Senior Services:

The Town of Amherst Department of Senior Services is a Human Service agency serving the community's older adult residents. Its mission is to foster the physical and mental well-being of seniors by providing educational and recreational activities, health-related, social and supportive services, and opportunities for volunteerism.

Services Provided: Classes (75 various- exercise, Discussion, Computer, Chronic Disease Management, etc.): Clubs (Knitting, Bridge & Pinochle, Billiards, Travel, etc.): Congregate Nutrition Program: Home Delivered Meals; Support Groups; Outreach; Social Model Adult Day Services; Transportation and Volunteer opportunities.

Low-Income, Minority and Frail/Vulnerable Participation- specify how the Agency intends to serve low-income, minority, and frail/vulnerable individuals in at least the same proportion they are represented in your service delivery area:

Clients served in Case Management, Information & Assistance, Outreach, Chore programs are referred by Erie County. SOS intends to serve all referred clients.

Staffing Pattern:

Please identify each position by descriptive job title, the number of hours per week, number of staff at that title in the program, and if vacant, the anticipated fill date:

Job Title	# hrs	# staff
Project Coordinator	35	1
Case Manager	35	2
Social Case Worker (PT)	19	1 2* (in kind) Per 4/14/24 email
Clerk Typist (PT)	19	1
Clerk Typist (Seasonal)	6	1
Director of Senior Services	4	1

Amendments:

The Agency must submit to the County necessary documentation of changes, additions, or deletions to the information provided in this Schedule.

SCHEDULE B
COUNTY OF ERIE
STANDARD INSURANCE REQUIREMENTS

**Vendor Insurance Classification G: General Purpose Contracts or Public Entity Services
For Cities, Villages and Towns, including but not limited to, Snow Removal,
Food & Transportation for the Elderly, Criminal Justice, Youth Delinquency,
and Transportation of Handicapped Persons**

1. The contractor/municipality shall obtain, at its own cost and expense, the following insurance coverages with insurance companies licensed in the State of New York and shall provide a certificate of insurance as evidence of such coverages on the County of Erie Standard Insurance Certificate Form.

- A. Commercial General Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$2,000,000 Products – Completed Operation Aggregate. The coverage shall include:
- Premises and Operations
 - Products and Completed Operations
 - Independent Contractors
 - Contractual Liability (sufficient to cover all liability assumed under contracts with the County of Erie)
- B. Automobile Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 each occurrence. The coverage shall include Owned, Hired, and Non-Owned Autos (Symbol "1" should be designated for Liability coverage on the Business Auto Policy).
- C. Excess "Umbrella" Liability - with a minimum limit of \$1,000,000 each occurrence / \$1,000,000 aggregate.
- D. Worker's Compensation and Employer's Liability - providing statutory coverage in compliance with the Worker's Compensation Law of the State of New York (Forms C-105.2; SI-12; GSI-105.2; or U-26.3).
- E. Disability Benefits - providing statutory coverage in compliance with the New York State Disability Benefits Law (Forms DB-120.1 or DB-155).

Failure to maintain coverage herein shall constitute a material breach of this contract and the Contractor shall suspend all work immediately upon such lapse in coverage.

2. Commercial General Liability, Automobile Liability and Excess "Umbrella" Liability shall name the County of Erie and any Board, Bureau, Commission or Agency thereof as additional insureds on ISO Form CG 2010 1185 Edition. Coverage should be provided on a primary and non-contributory bases. Waiver of Subrogation is required on all lines in favor of Erie County.
3. All policies in which the County of Erie is named as an additional insured shall provide that:
- A. The insurance company or companies issuing the policies shall have no recourse against the County of Erie for payment of any premiums or for assessments under any form of policy.
- B. The insurance shall apply separately to each insured (except with respect to the limit of the liability).
4. Prior to cancellation, non-renewal or material change of the above policies, at least forty-five (45) days advance written notice shall be given to the County of Erie, Department of Law, 95 Franklin Street, Room 1634, Buffalo, N.Y. 14202, and the Agency requesting the certificate.
5. All certificates of insurance shall be approved by the Erie County Department of Law prior to the inception of any work.
6. The "ACCORD" form certificate may be used in place of the Erie County Standard Insurance Certificate, provided that all of the requirements set forth in the instructions for the Erie County Standard Insurance Certificate are incorporated into the "ACCORD" form certificate.

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SCHEDULE C
STANDARD ASSURANCES
for

TITLE III OF THE OLDER AMERICANS ACT OF 1965 AS AMENDED

To the fullest extent applicable, Agency hereby makes the representations and agrees to the terms and conditions set forth in this Schedule as if the Agency were the Applicant/Applicant Agency:

1. Purpose of Program

The Applicant understands and agrees that it is the purpose of the Title III Program to foster the development of a comprehensive and coordinated service system for older persons within the planning and service area for the provision of supportive services, nutrition services and the establishment of multipurpose senior centers.

The primary objectives of this system are:

- (a) To secure and maintain maximum independence and dignity in a home environment for older persons capable of self-care with appropriate supportive services; and
- (b) To remove individual and social barriers to economic and personal independence for older persons, including the provisions of opportunities for employment and volunteer activities in the communities where older persons live.

2. Goals and Utilization of Resources

The Applicant further understands and agrees that in order to achieve the purpose of the Title III Program the resources made available by the State Agency and the Area Agency are designed to:

- (a) Provide for the development and implementation by the Area Agency, in conjunction with other planners and service providers, and older consumers of services, of an Area Plan which sets forth specific program objectives and priorities for meeting the needs of the elderly with special attention being given to the needs of older persons with the greatest economic or social need. Applicant may use methods such as location of services and specialization in the types of services most needed by these groups to meet this requirement. However, applicant may not use a "means test" or other test whereby the income or resources of an older person are used to deny or limit that person's receipt of services.

"Greatest economic need" means the need resulting from an income level at or below the poverty threshold established by the Bureau of the Census. "Greatest social need" means the need caused by non-economic factors which include physical and mental disabilities, language barriers, cultural or social isolation including that caused by racial or ethnic status, which restrict an individual's ability to perform normal daily tasks or which threaten his or her capacity to live independently.

- (b) Increase the capability of the Area Agency to develop and implement action programs designed to achieve the coordination of existing social service systems in order to make such systems more effective, efficient, and responsive in meeting the needs of the elderly;

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- (c) Draw in increasing commitments from public and private agencies which have resources that can be utilized to serve older persons, and encourage such agencies to enter into cooperative arrangements to facilitate access to and utilization of all existing services and to develop social and nutrition services effectively and efficiently to meet the needs of older persons.
- (d) Make existing social services more accessible to older persons in need through the development and support of services such as transportation, outreach, information and referral, and escort which can increase the ability of older persons, including the older physically and mentally disabled, to obtain other social services; and
- (e) Promote comprehensive services for the elderly through the development and support of social services which are needed by older persons but which are not otherwise available such as congregate meals, continuing education, health and health screening programs, legal services, advocacy, informational and referral services, daycare, protective services, residential repair and renovation, physical fitness and recreation services, home health care and homemaker services.

3. Targeting

Contract services shall be available to the population 60 years of age (*Title III-E and Grandparenting assistance – age 55*) and over residing in the designated service area, unless otherwise provided in this agreement. However, priority for service shall be given to those older persons with greatest economic or social need; that is, those who, because of low income, physical or mental impairment, minority status, cultural or social isolation, are at greater need. The Agency agrees to cooperate with the Department of Senior Services and its specialized programs for the frail elderly, and in accord with this Agreement, to target its services to those persons identified as being at particularly high risk to institutionalization.

4. Authority and Capacity of Applicant Agency

The Applicant assures that it has the authority and capacity to develop this proposal and to carry out a program pursuant to it within the planning and service area.

5. Staffing of the Applicant Agency

Adequate numbers of qualified staff, including members of minority groups, will be assigned to assure the effective conduct of responsibilities under this proposal. Subject to the requirements of merit employment systems of local government, preference will be given to persons aged sixty (60) or over for any staff positions (full-time or part-time) for which such persons qualify. The proposed staffing plan for the Applicant which sets forth the number, type of personnel employed and the timetable for the hiring of staff for the project year is included in this application. The Applicant understands and agrees that, once the staffing plan has been approved by the Area Agency, such plan must be adhered to in all personnel actions taken by the Applicant, and that, if the Applicant determines it must deviate from such plan, it must obtain the prior approval of the Area Agency.

6. Standards of Personnel Administration

In cases where the Applicant is a public agency, it will establish and maintain methods of personnel administration which conform to the Standards for a Merit System of Personnel Administration, and any standards prescribed pursuant to 5 USC 3371 et. seq. and 42 USC 4701

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et. seq. (previously referenced in part as the Inter-governmental Personnel Act of 1970). Such methods shall be maintained in the files of the Applicant and shall be made available to the Area Agency and the State Agency upon request.

7. Contributions for Social Services

The Applicant assures that it shall afford older persons with a free and voluntary opportunity to contribute to all or part of the costs of the social services provided under this proposal. The applicant must protect the privacy of each older person with respect to his or her contribution and must establish appropriate procedures to safeguard and account for all contributions. Contributions made by older persons are considered program income and must be used by the Applicant to expand services. The Applicant shall consult with the Area Agency regarding proposed contributions. Each older recipient shall determine for himself, what he is able to contribute toward the cost of the social service. No older person shall be denied a social service because of his failure to contribute to all or part of the cost of such service.

8. Licensure Requirements

The Applicant assures that where State or local public jurisdictions require licensure for the provision of social services, it shall be licensed, or shall meet the requirements for licensure. All services provided must meet any existing state and local safety requirements for the provision of those services.

9. Evaluation

The Applicant assures that it will cooperate and assist in any efforts undertaken by the Area Agency, the State Agency, or the Administration on Aging to evaluate the effectiveness, feasibility, and costs of activities under the area proposal.

10. Public Information

The Applicant will provide for a continuing program of public information specifically designed to assure that information about the program and activities carried out under this proposal are effectively and appropriately promulgated throughout the geographic area.

11. Maintenance of Effort

The Applicant assures that there will be expended for the purposes for which payments are made for activities under this plan, for the year for which such payments are made and from funds from non-Federal resources, an amount not less than the amount expended for such purposes from such funds during the previous year.

12. Confidentiality

The Applicant must establish procedures in accordance with the client confidentiality requirements of applicable state and federal laws, rules and regulations, to protect the confidentiality of information about older persons collected in the delivery of services. The procedures must ensure that no information about an older person, or obtained from an older person by the applicant or the State or area agencies, is disclosed by the applicant or agency in a form that identifies the person without the informed consent of the person, unless the disclosure is required by court or order, or for program monitoring by authorized Federal, State, or local monitoring agencies.

13. Drug-Free Workplace

The applicant will comply with the Drug-Free Workplace Acts of 1988, 45 CFR Part 76, Subpart F as amended, replaced, and/or renumbered. The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and,
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than **FIVE** calendar days after such conviction;
- (e) Notifying the agency in writing, within **TEN** calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within **30** calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or,
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e) and (f).

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New York State Office for the Aging

ATTACHMENT A
2020-24 FOUR YEAR PLAN

STANDARD ASSURANCES
For the Period:
April 1, 2020 - March 31, 2024

Applicable to the following:

- Title III-B of the Older Americans Act
- Titles III-C-1 and III-C-2 of the Older Americans Act
- Title III-D of the Older Americans Act
- Title III-E of the Older Americans Act
 - State Transportation Program
 - Caregiver Resource Center (CRC)
 - Wellness in Nutrition (WIN)
- Community Services for The Elderly Program (CSE)
- New York State Expanded In-Home Services for The Elderly Program (EISEP)
- Congregate Services Initiative (CSI)
 - Emergency Preparedness Plans
 - Mental Health Services
- Health Insurance Information, Counseling and Assistance Program (HIICAP)
 - Unmet Need

The Standard Assurances applicable to, and included in, this 2020-24 Four Year Plan (hereafter collectively referred to as "Plan") shall be effective April 1, 2020.

Standard Assurances Applicable to All Programs

1. Statutes, Regulations, and Policies: The area agency on aging (AAA) assures that all its activities under this Plan shall conform with all applicable Federal, State, and local laws, and with Federal and State regulations, and program standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities. Applicable laws include but are not limited to the following:

Federal Statutes, Regulations, and Policies

- The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001, et seq.)
- 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
- 2 CFR Part 376 (Nonprocurement Debarment and Suspension)
- 2 CFR Part 382 (Requirements for Drug-Free Workplace (Financial Assistance) — implementing 2 CFR Part 182)
- 45 CFR Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards)
- 45 CFR Part 80 (Nondiscrimination Under Programs Receiving Federal Assistance Through the Department of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964)
- 45 CFR Part 84 (Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance)
- 45 CFR Part 93 (New Restrictions on Lobbying, see 91-PI-05 [01/24/91])
- 45 CFR Part 1321 , Subparts A-D (Grants to State and Community Programs on Aging)
- Age Discrimination in Employment Act of 1975, as amended (29 U.S.C. 621, et seq.)
- Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101, et seq.) and implementing Federal regulations (28 CFR Parts 35 and 36) and 17-PI-21 [08/04/17].
- Civil Rights Act of 1964, Title VI, as amended (42 U.S. C. 2000d, et seq.)
- Equal Employment Opportunity Act of 1972, as amended (42 U.S. C. 2000e, et seq.)
- Equal Pay Act of 1963, as amended (29 U.S.C. 206)
- Hatch Act (5 U.S.C. 1501, et seq., Political Activity of Certain State and Local Employees)
- Home Energy Assistance Act of 1981, as amended (42 U.S.C. 8621, et seq.)
- Rehabilitation Act of 1973, Section 504 (29 U.S.C. 794, Nondiscrimination under federal grants and programs)
- Single Audit Act Amendments of 1996 (31 U.S.C. 7501, et seq.)
- Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §

4601, et seq.)

Office of Management and Budget (OMB):

OMB Circular A-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments) codified at 2 CFR Part 200

OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations) codified at 2 CFR Pan 200.500

Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action), as Amended by Executive Order 12086 (Consolidation of Compliance Functions), and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations).

Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)

HHS Grants Policy Statement (U.S. Department of Health and Human Services)
<https://www.hhs.gov/sites/default/files/grants/grants/policies/regulations/hhsgpsl07.pdf>

State Statutes, Regulations, and Policies

New York State Elder Law

New York State Office for the Aging Rules and Regulations (9 NYCRR Parts 6651, 6652, 6653, 6654, 6655, and 6656)

Executive Law, Article 15 (Human Rights Law)

Executive Law, Article 7-A (Solicitation and Collection of Funds for Charitable Purposes)

All NYSOFA Program Instructions

(<https://a.in.n.ov/ProvidersandStaff/issuances/issuances.cfm>)

2. Program Implementation: The AAA identified in this Plan has the authority and the responsibility for effective implementation of Title III of the Older Americans Act (OAA), Community Services for the Elderly (CSE), Expanded In-Home Services for the Elderly Program (EISEP), Congregate Services Initiative (CSI), Wellness in Nutrition (WIN), State Transportation Program, Health Insurance Information Counseling and Assistance Program (HIICAP), Caregiver Resource Center (CRC) programs, and Unmet Need and to support Title VII and the State Long Term Care Ombudsman Program (LTCOP). This AAA agrees to carry out directly or through contractual or other agreements, programs in its planning and service area (PSA) as detailed in this Plan, and in its Title III-B, Title III-C, Title III-D, and Title III-E, EISEP, CSE, CSI, WIN, State Transportation Program, HIICAP, and CRC Applications for Funding (Applications).
3. Changes to this Plan: The AAA assures that it shall submit for approval to NYSOFA necessary documentation for changes, additions, or deletions to this approved Plan, and the Title III-B, Title III-c, Title III-D, Title III-E, EISEP, CSE, CSI, WIN, State Transportation Program, HIICAP, CRC Applications, and Unmet Need.

4. Utilization of Funding: The AAA understands and agrees that it shall apply only for funds which are necessary to meet the specific needs of older adults within its PSA for the next year and understands that NYSOFA shall not award any funds which cannot be so utilized.

5. Approved Costs, Budget Modifications:

A. Expenditures: The AAA agrees that expenditures shall be made only for authorized items of expense contained in the budget section of the approved Applications. Cost overruns up to \$1,000 or 10% (whichever is greater) for an individual budget category for authorized items of expense will be allowed as long as the total costs do not exceed the total amount of the grant. If and when expenditures in excess of \$1,000 for items not previously budgeted (e.g., equipment, personnel or contractor items) become necessary, the AAA shall submit a written request to NYSOFA and await NYSOFA approval before making such expenditures. Also, if costs for an individual budget category will exceed the budgeted amount by more than \$1,000 or 10%, whichever is greater, a budget modification must be approved in writing by NYSOFA before these costs will be reimbursed. (See 05-PI-09 [6/15/05]).

B. Equipment Disposition: If equipment costing \$1,000.00 or more is purchased with any Federal or State funds under this Plan, and the equipment is no longer needed for activities supported by such programs, NYSOFA reserves the right to select a recipient for and approve the transfer to such recipient of such equipment, which must be used for services to older adults.

6. Vouchering: The AAA agrees that State Vouchers submitted for reimbursement of expenses incurred in the conduct of this Agreement will not include any expenses which have been, or will be, reimbursed from other sources (e.g., other Federal or State funds). The AAA shall file claims for all payments on a timely basis in accordance with procedures promulgated by NYSOFA. The AAA agrees to accept payments electronically as required by New York State for expenses incurred and will enroll in the OSC (Office of the State Comptroller) electronic payment program, unless a request for Exemption from Electronic Payment is approved by NYSOFA.

7. Access to Records: The AAA agrees to maintain appropriate programmatic and fiscal records for the programs included under this Plan. Such records must be retained for six years after receipt of final payment. Authorized representatives of the Administration for Community Living (ACL), the New York State Comptroller or his authorized representatives and staff of NYSOFA shall have access to and right to examine all books, documents, and all pertinent materials of the AAA related to the programs included under this Plan. In addition, the AAA shall provide access to other Federal and State governmental agencies at the request of NYSOFA.

8. Indemnification: The AAA agrees to hold NYSOFA and the State of New York harmless and indemnify it from liability for actions the AAA takes under this Plan. In the event any claim is made or any action is brought against NYSOFA or the State of New York, arising out of negligent or careless acts or any neglect, fault or default of an employee, agent, independent contractor, trustee or volunteer of the AAA, either within or without the scope of his/her employment or scope of authority, or arising out of the AAA's negligent performance, NYSOFA shall have the right to withhold further payments for the purpose of set-off in sufficient sums to cover the claim or action and accompanying litigation costs. The rights and

remedies of NYSOFA provided for in this Standard Assurance shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Plan.

9. Personal Client Information: The AAA agrees that personal information relating to individuals who apply for or receive services pursuant to this Plan shall be kept confidential by the AAA and shared on a need-to-know basis only. With AAA and contractor staff for purposes of providing programs and services. Such information can be shared with entities outside those involved in delivering programs and services only with the informed consent of the individual served or pursuant to a court order or when there is deemed to be actual and immediate danger to the health or welfare of the individual.

10. Contracts:

10.1 AAA Responsibilities for Contract Administration,

- A. Minority and Women Owned Business (WVBE) Contracts. The AAA assures that it will comply with all Federal, State, and local laws regarding opportunities for minority owned/operated and women owned/operated organizations.
- B. Service-Disabled Veteran-Owned Businesses (SDVOB) Contracts: The AAA assures that it will comply with all Federal, State, and local laws regarding opportunities for servicedisabled veteran-owned businesses (SDVOB) organizations.
- C. Technical Assistance. The AAA shall provide technical assistance and information in a timely manner to all contractors.
- D. Contract Approval: The AAA shall enter into formal contracts in accordance with the Contractor Roster contained in this Plan. All contracts shall be written in accordance with Federal, State and local standards and a copy of the fully executed contract (including budgetary information) shall be forwarded to NYSOFA no later than thirty (30) days after the execution date of the contract. The AAA shall maintain contracts for all contractors as well as supporting documentation for all vouchers from contractors in accordance with the Section 7, Access to Records. The AAA when contracting with a business entity (rather than a non-profit organization) for the delivery of OAA and/or CSE services shall comply with the review process established by NYSOFA.
- E. Contract Monitoring. The AAA shall monitor its contractors to ensure that contractors perform in accordance with the requirements of Federal, State and local laws, regulations and guidance documents (including AOA/ACL and NYSOFA Program Instructions, Technical Assistance Memoranda, and Information Memoranda) and this Plan and make expenditures only for authorized items of expense contained in the approved budgets. The AAA shall further ensure that if and when other than authorized expenditures become necessary, the contractor shall request and await AAA approval before incurring such expenditures. The AAA shall make any necessary budget modifications and shall submit a copy to NYSOFA within 30 days of its effective date.
- F. Funding Limitations: The AAA may enter into a contract that extends beyond the renewal date of an Application. In entering into a contract beyond the renewal date of an Application, the AAA should not make a commitment that may exceed the next year's

annualized funding level, and the contract must state that it is contingent upon the provision of funding to the AAA in the subsequent year.

G. Data and Programming: The AAA assures that any service, product, report or other information generated by a computer or otherwise supplied under this Plan provided by

the AAA to NYSOFA or other State or Federal agencies shall, when used in accordance with supplied documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations.

Any services or products purchased with funds under this Plan shall come with a warranty that those services shall be provided in an accurate and timely manner without interruption, failure or error due to inaccuracy of the service's or product's operations in processing date/time data (including but not limited to calculating, comparing, and sequencing) various date/time transitions including leap year calculations.

The supplier of such services shall be responsible for damages resulting from any delays, errors or untimely performances resulting therefrom, including but not limited to the failure or untimely performance of such services.

H. Conformance with This Plan: The AAA agrees that all contracts, including contractor's subcontracts, funded under this Plan shall contain a provision that the work will be performed in accordance with the terms of this Plan, and further agrees to make such Plan available to its contractor for such purposes.

I. Integrity and Public Purpose: The AAA shall maintain the integrity and public purpose of services provided, and service providers, under the OAA in all contractual and commercial relationships.

J. Disclosure of Contractors and No Diminishment of Services: The AAA shall:

1) disclose to the Assistant Secretary of the AoA/ACL and the Director of the State agency:

- a) the identity of each non-governmental entity with which such agency has a contract or commercial relationship relating to providing any service to older adults; and
 - b) the nature of such contract or such relationship;
- 2) demonstrate that a loss or diminution in the quantity or quality of the services provided, or to be provided, under the OAA by the AAA has not resulted and will not result from such contract or such relationship; and
- 3) demonstrate that the quantity or quality of the services to be provided under the OAA by the AAA will be enhanced as a result of such contract or such relationship.

K. Use of OAA Funds: The AAA agrees that funds received under the OAA shall not be used to pay any part of a cost (including an administrative cost) incurred by it to carry out a contract or commercial relationship that is not carried out to implement the OAA.

L. Receipt of OAA Services: The AAA agrees that preference in receiving services under the OAA shall not be given by such agency to particular older adults as a result of a contract or commercial relationship that is not carried out to implement the OAA.

M. Focal Points: The AAA shall specify, in grants, contracts or agreements implementing the Plan, the identity of each focal point so designated.

N. AAA Funding Liability: The AAA assures that its contracts with providers shall provide that all payments to be made thereunder are subject to the availability of Federal/State funds and the AAA shall have no liability under the contract beyond the amounts available under adopted Federal and State budgets.

O. Record Maintenance: The AAA will require all contractors to maintain records and make reports in such form and containing such information as may be required by the AAA and NYSOFA. The AAA will require all contractors (including contractor's subcontractors) to comply with the provisions of the above Section 7 Access to Records, to maintain such accounts and documents as will permit expeditious determination to be made at any time of the status of award funds, including the disposition of all monies received from the AAA and the nature of all expenditures claimed against such funds.

P. Targeting: The AAA shall undertake a leadership role in assisting communities throughout the planning and service area to target resources from all appropriate sources to meet the needs of older persons with greatest economic or social need, including low income minority individuals with limited English language proficiency and older adults residing in rural areas. Such activities may include location of services and specialization in the types of services most needed by these groups to meet this requirement. However, the area agency may not permit a grantee or contractor under this part to employ a means test for services funded under this part. For purposes of this assurance the term "means test" is defined as an eligibility determination for a program or for services based upon an individual's or family's income and/or assets.

10.2 AAA Contract Requirements.

A. AAA assures that its contracts with providers of services shall include, and that its contractors will include in any subcontracts, the following provisions in addition to the provisions specified in B below:

1) Targeting. The Contractor, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low income, low income minorities, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities and older adults residing in rural areas in accordance with their need for such services, and to meet specific objectives established by the AAA for providing services to the above groups within the PSA. The Contractor agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the OAA and the Equal Access to Services and Targeting Policy issued by the New York State Office for the Aging (See: 12-Pl-08 [07/17/2012]).

2) Language Access. The Contractor shall inform persons with limited English proficiency of the availability of language assistance, free of charge, by providing

written notice of such assistance in a manner designed to be understandable by limited English proficiency persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Contractor shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

- 3) Contributions. The Contractor shall provide participants an opportunity to voluntarily contribute to the cost of the service received, as appropriate. The Contractor shall use all collected contributions to expand the service for which the contributions were given to supplement the funds received under the OAA.
- 4) Client Needs. The Contractor shall assist participants in taking advantage of benefits under other programs.
- 5) Non-duplication. The Contractor assures that the services it provides are coordinated and do not unnecessarily duplicate services provided by other sources.

B, AAA assures that its contracts, and its contractor's subcontracts shall include the following provisions:

- 1) Reporting. The Contractor shall provide the AAA with timely information needed to satisfy reporting requirements as specified by NYSOFA;
- 2) Record Retention and Accessibility. The Contractor agrees to maintain appropriate records and to retain them for six years after final contract payment is made. The Contractor agrees to provide access to all books, documents, and all pertinent materials related to the contract for examination to authorized representatives of the AoA/ACL, the New York State Comptroller or his/her representatives, and staff of NYSOFA and/or of the AAA.
- 3) Confidentiality. The Contractor agrees that, to the extent it or its subcontractors, if any, maintains personal information relating to applicants or recipients of services pursuant to the contract, such information will be kept confidential and shared with the AAA; or with other entities upon the informed consent of applicant, recipient or an authorized representative of the applicant or recipient; or as required by Federal or State laws,
- 4) AAA Funding Liability. Payment to the Contractor is subject to the availability of Federal/State funds and the AAA shall have no liability under the contract beyond the amounts available under adopted Federal and State budgets. To the extent that the contract extends beyond the renewal date of AAA's Application, it is contingent upon provision of funding to the AAA in the subsequent year.
- 5) Conformance with AAA Area Plan. The Contractor agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to the Contractor.
- 6) Warranty for Data and Programming. The Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to inaccuracy of the service's or product's operations in processing date/time data (including but not limited to calculating, comparing, and sequencing) various time/date

transitions including leap year calculations. The Contractor accepts responsibility for damages resulting from any delays, errors or untimely performances resulting therefrom including but not limited to the failure or untimely performance of such services.

7) Responsibility. The Contractor certifies that, to the best of its knowledge and belief, it is and will remain in compliance with 2 CFR Part 376 - Nonprocurement Debarment and Suspension, concerning public (Federal, State or local) transactions. If necessary, the Contractor will submit an explanation of why it cannot provide this certification.

8) Subcontracts. If the Contractor enters into subcontracts for the performance of work pursuant to this contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors and subcontractor staff. Nothing in the subcontract shall impair the rights of the AAA under this contract or the Area Agency Plan as approved by New York State Office for the Aging. It shall be the responsibility of the Contractor to monitor and assess the activities performed under such subcontracts, and to ensure that these activities are provided in accordance with all applicable requirements contained in this contract and Federal and State law.

10.3 AAA Contract Requirements for OAA Title III Programs.

The AAA agrees to include the following provision in its contracts for OAA Title III programs and services:

The Contractor agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, Contractor shall: specify how it intends to satisfy the service needs of low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas in the area served by it; to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas within the planning and service area.

11. Responsibility: The AAA certifies that, to the best of its knowledge and belief, it is and will be in compliance with 2 CFR Part 376, regarding non-procurement debarment and suspension concerning public (Federal, State, or local) transactions. If necessary, the AAA will submit an explanation of why it cannot provide this certification.

12. Due Recognition: The AAA agrees that any program, public information materials, or other printed or published materials on the work of or funded by these programs shall give due recognition to NYSOFA and as appropriate AoA/ACL.

13. Rights to Materials: AAAs agree that all materials developed by the AAA or its contractors in connection with programs funded under this Plan shall be the property of NYSOFA. NYSOFA also reserves the right to copyright all such materials, the exclusive right to reproduce, publish or otherwise use, and to authorize others to use these materials, subject to any restrictions in Federal Laws and Regulations.

14. Public Information: The AAA shall provide for a continuing program of public information specifically designed to assure that information about programs and activities carried out under this Plan is effectively and appropriately disseminated throughout the PSA. The AAA shall provide information to the public upon request. The AAA shall make public information available in the primary languages of the client populations, where appropriate. Public information shall also be made accessible to persons with disabilities, including those with hearing and vision impairments.

15. Limited English Proficiency: The AAA agrees to comply with 12-PI-08 [7/1 7/12], and in each PSA in which a substantial number of older adults of limited English proficiency reside, the AAA shall

A utilize in the delivery of outreach services under Section 306(a)(2)(A) of the OAA, the services of workers who are fluent in the language spoken by a predominant number of such Older adults who are Of limited English proficiency and

B. designate an individual employed by the AAA, or available to such AAA on a full-time basis, whose responsibilities will include:

- 1) taking such action as may be appropriate to assure that counseling assistance is made available to such older adults who are of limited English proficiency in order to assist such older adults in participating in programs and receiving assistance under the OAA; and
- 2) providing guidance to individuals engaged in the delivery of supportive services under this Plan to enable such individuals to be aware of cultural sensitivities and to effectively take into account linguistic and cultural differences,

16. Propriety of Services: With regard to any activities, services it supports, sponsors or provides under this Plan, the AAA shall:

A, Refrain from using funds to advance any sectarian effort and ensure that any services to be provided under this Plan shall be secular in nature and scope and in no event shall there be any sectarian, partisan, or religious services, counseling, proselytizing, instruction or other sectarian, partisan, or religious influence undertaken in connection with the provision of such services;

B The AAA will provide equal participation, services, activities and informational sessions without regard to partisan affiliation;

C. Refrain from using funds to advance any partisan candidate or effort; however, the AAA shall ensure that its providers, including senior centers and facilities, grant equal access to candidates regardless of policy views or party affiliation, consistent with 02-PI-19 (9/24/02);

D. Refrain and prevent the use by others under its control of official authority, influence or coercion to interfere with or affect elections or nominations for political Office;

E. Refrain from and prohibit any others receiving funds under this Plan for services or activities for older adults from attempting to coerce or advise other persons to contribute

anything of value to a party, committee organization, agency or person for political purposes, nor engage in any other partisan activities under its auspices;

F. Conduct periodic evaluations and public hearings on activities carried out under the Plan. In addition, the AAA assures that it has held a public hearing on this Plan in an accessible location, as required by NYSOFA regulations and has submitted the Plan to its Advisory Council for review and comment prior to submission to NY SOFA;

G. Be an advocate for Older adults in its PSA and monitor. evaluate and comment on all policies, programs, hearings and other community actions which Will affect Older adults; its efforts shall include planning information sharing, coordination, interagency linkages, monitoring and evaluation to achieve a comprehensive, community-based system for serving older adults;

H- Identify and support (i.e., provide technical assistance, counseling) public and private nonprofit entities involved in the prevention, intervention, and treatment Of elder abuse and determine the need for such services;

I. Conduct internal monitoring Of directly provided services and monitoring Of contracted services. At a minimum, the AAA must conduct at least one on-site monitoring of each contractor every year. Such monitoring shall include ensuring that contractors comply With all applicable Statutes, regulations, policies and standards, including the non-discrimination requirements, in their provision of services to the client population. (See 99-Pl-20, [8/5/99].) In the event that the contractor has subcontracted the provision of direct services to another entity the AAA will monitor such direct provider to assure compliance With applicable laws and standards.

17. Equal Access to Services and Targeting:

17.1 Equal Access.

A. AAA agrees to comply With requirements for equal access to programs and services funded under the OAA and New York State law. Equal access includes language accessibility, nondiscrimination and concentration of services on target populations as required in the OAA, NYS regulations, other relevant laws and NYSOFA policies. AAA agrees that it Will not. based on age, race, color, national origin, disability, sex (gender), or religion, exclude any person from participation in; deny the benefits Of; or subject any person to discrimination, under any program or activity receiving federal financial assistance,

B, With regard to any activities/services it supports, sponsors or provides under this Plan, the AAA Shall serve any Older adults and ensure equal access for participation, services, activities, and informational sessions without regard to Age, Race, Color, Creed, National Origin, Sex, Disability, Sexual Orientation, Marital Status, Familial Status, Military Status, Arrest or Conviction Record, Predisposing Genetic Characteristics or Victims of Domestic Violence,

C, AAA agrees to examine the services it provides, identify any need for services to those with limited English proficiency, and develop and implement a system to provide those services

so persons With limited English proficiency can have meaningful access in compliance with Federal Executive Order 13166,

D. With regard to language accessibility, AAA agrees that it will.

- 1) Ensure that limited English proficiency persons are informed at service locations of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by persons With limited English proficiency.
- 2) At a minimum, have telephonic interpretation service contract or Similar community arrangement with a language interpretation services provider Of their choice,
- 3) Ensure all aging services staff with public contact are aware and trained in the timely and appropriate use of these and other available language services,
- 4) Report on the telephonic interpretation service which it has established in this Annual Implementation Plan under the section entitled, "Demographic Data and Targeting Objectives" as required in 12-PI-08 107/17/12].
- 5) Make available vital documents, as defined in 12-PI-08 [07/17/2012] translated into the languages spoken by a significant number or percentage of the population eligible to be served, or likely to be directly affected by the program/activity, for individuals in need of services or information in a language other than English for effective communication.

E The AAA will comply with Section 504 of the Rehabilitation Act of 1973 (applicable to programs or activities that receive federal financial assistance) and Titles II (covering all services, programs, activities conducted by public entities) and III (covering private entities, including non-profits, that are considered places of public accommodation including, but not limited to health related offices and senior centers) of the Americans with Disabilities Act (ADA), AAA shall not discriminate against persons with disabilities in the provision of benefits or services or the conduct of programs or activities. The AAA will require its contractors to likewise comply with Section 504 of the Rehabilitation Act of 1973 and Titles II and III Of the ADA,

17.2 Targeting.

The AAA will set specific targeting objectives and the methods to achieve the objectives, consistent With NYSOFA policy, for:

- A. providing services to older adults with greatest economic need need resulting from an income level at or below the poverty line), older adults with greatest social need (i.e., need caused by non-economic factors, including physical and mental disabilities, language barriers. and isolation that restricts the ability of an individual to perform normal daily tasks or threatens the capacity of the individual to live independently), or older adults at risk for institutional placement; and

B. providing services to low-income minority older adults, older adults with limited English proficiency, and Older adults residing in rural areas.

18, Coordination Of Services with other Government Programs: The AAA assures that those to be served under this Plan are not eligible to receive the same or similar services under Titles XVIII, XIX or XX of the Federal Social Security Act or any other governmental program and are not residents Of adult residential care facilities Who are receiving or are entitled by law to receive the same or substantially similar services from that facility, unless the AAA has in effect an agreement providing for reimbursement from the appropriate funding source for such services,

19. Licensure and Certification: The AAA shall ensure that where the State or local public jurisdictions require licensure or certification for the provision of services the AAA and its contractors, and contractor's subcontractors if any, providing such services under the approved Plan shall be so licensed or certified. Workers delivering services funded under this Plan must be appropriately qualified, selected, trained and supervised.

20. Educational Opportunities: The AAA shall compile information on institutions of higher education in the PSA regarding courses offered to older adults and policies on enrollment and tuition and such Other information as may be necessary to encourage such educational activities and make a summary of this information available to older adults at appropriate places.

21- Reporting: The AAA agrees to comply with the reporting requirements as set forth by NYSOFA

A, The AAA agrees to maintain any client information that is collected and maintained for purposes related to an organization's responsibilities as a designated Area Agency on Aging, orto programs and services provided under the auspices of NYSOFA, in the Client Data System designated for their use by NYSOFA.

B. The AAA and its contractors utilize a Minimum Data Set (MDS) compliant assessment tool for: 1) assessing or re-assessing older adults for personal care levels I and II, case management, home health aide, home delivered meals, consumer directed in-home services, and adult day/adult day health services, and 2) for obtaining data on these Older adults for reporting purposes (See: 14-Pl-02 [2/4/14])

C. in conducting the MDS-compliant assessment for the above-listed services, the AAA and its contractors will make every effort to complete the assessment and develop an appropriate care plan that includes formal and informal supports, during the initial Visit with the older adult(s). If the assessment and care plan are not completed during the initial visit, these activities must be concluded within 6 working days of the initial visit

D. The AAA understands the necessity of submitting, through the mechanism provided by NYSOFAi timely and accurate CAARS and client-based data to NYSOFA for Federal and State reporting purposes. The AAA assures that it will submit CAARS reports and consumer-based data as specified by NYSOFA within twenty days following the end of each reporting period. Failure to provide data accurately detailing AAA program activity within the time frames in the NYSOFA reporting procedures may result in the withholding of payments,

22, Contributions: The AAA agrees to comply With all NYSOFA policies and procedures related to contributions made by or on behalf of individuals, including procedures to safeguard and account for all contributions including 18-PI-17 [07/27/18], NYSOFA Contributions and Other Program Income Policy. Individuals With self-declared incomes at or above 'f 85 percent of the Federal Poverty Level will be encouraged to contribute at levels based on the actual cost Of services,

23, Funding Availability The AAA agrees that all payments to be made under this Plan are subject to the availability of Federal/State funds and NYSOFA shall have no liability to the AAA beyond the amounts made available in the Federal and State Budgets.

24, Terminations:

A, Any programs and funding under this Plan may be terminated at any time upon mutual written consent of NYSOFA and the AAA,

B. NYSOFA may terminate in whole or in part any programs and funding included in this Plan immediately, upon written notice of termination to the AAA, if the AAA fails to comply with

the terms and conditions of this Plan as it pertains to such program or funding and/or with any laws, rules, regulations, policies or procedures applicable to such programs.

C. NYSOFA may also terminate in whole or in part any programs or funding included in this Plan for any reason in accordance with the following provisions:

I) NYSOFA shall have the right to terminate any or all programs or funding included in this Plan early for: (i) unavailability of funds; (ii) cause, (iii) convenience; or (iv) nonresponsibility,

2) NYSOFA retains the right to cancel any programs included in this Plan, in whole Of in part without reason provided that the AAA is given at least 60 days ' notice of its intent to cancel, NYSOFA may only invoke its right to terminate for convenience provided that NYSOFA has given written notice to the AAA at least 60 days prior to the date of termination, unless NYSOFA has otherwise reserved the right to terminate at any time. This provision should not be understood as waiving NYSOFA's right to terminate the program for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision,

3) The AAA shall make a full and final accounting of all funds received under ali terminated program(s) within sixty (60) days Of the termination notice.

D, Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested, The termination shall be effective in accordance with the terms of the notice,

E. Upon receipt Of notice of termination, the AAA agrees to cancel, prior to the effective date Of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new Obligations after receipt Of the notice Without written approval by NYSOFA.

F. NYSOFA shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to any specific terms set forth elsewhere in this Plan. In no event shall NYSOFA be liable for expenses and obligations arising from the program(s) after the termination date,

G. The procedures for termination as set forth in A through F are subject to the requirements under the OAA, other pertinent Federal and State laws

25. Native American Access to Services. The AAA agrees to pursue activities to increase access by older adults who are Native Americans to all aging programs and benefits provided by the agency, including programs and benefits under the OAA, if applicable,

Standard Assurances Applicable to all Older Americans Act Funding

26. Title III Funding: In applying for and receiving funding under Title III-B, Title III-C Title III-D and Title III-E of the OAA, the AAA understands and agrees that:

A. Availability: The AAA shall apply only for funds based on the appropriate allocation schedules promulgated by NYSOFA as well as any unexpended (carry-over) funds previously awarded to the AAA by NYSOFA. The AAA understands and agrees that carry-over funds may be awarded to the extent that these funds are incorporated into an approved applicationi provided that the requirements of 88-P1-17 [3/24/38] are met. If the AAA applies for more funds than a subsequent closeout shows as the final carry-over balance, the AAA must submit a budget modification requesting a level of program expenditures which corresponds to the reduced Federal funds,

B, Area Plan Administration: The AAA shall budget no more than 10% of the combined Federal allocations (including carry-over) for Titles 111-3, III-C-1, III-C-2, III-D and III-E for Area Plan Administration, The amount of Federal dollars expended on Area Plan Administration cannot exceed 10% of the combined Federal expenditures for Titles III-B, III-c-1/ III-c-2, III-D and III-E.

C. Matching Funds: The AAA agrees to provide a minimum 25% local matching funds for Area Plan Administration expenditures under Titles III-B, III-C-1, III-C-2 and III-E. The AAA agrees to provide a minimum 10% local matching funds for service expenditures under Titles III-B, III-C-1, III-C-2 and III-D. The AAA agrees to provide a minimum 25% local matching funds for services expenditures under Title III-E.

De Audit: The AAA shall comply with the Federal audit requirements per the 1996 amendments to the Single Audit Act, OMB Circular A-133 and the "Government Auditing Standards" and 2 CFR Part 200 — Subpart F Audit Requirements.

E. Directly Provided Services: In accordance with NYSOFA regulations (9 NYCRR S 6652.9), services can only be provided directly by an AAA where NYSOFA grants approval. This approval will be granted only if the AAA demonstrates that provision of such service by the AAA is necessary to ensure an adequate supply of the service, or that the service is directly related to the AAA's administrative functions or that service of comparable quality can be provided more economically by the AAA.

F. Advisory Council: The AAA shall establish an Advisory Council consisting of older adults, including minorities, who are participants or eligible to participate in programs under the OAA. representatives of older adults, local elected officials, the general public and providers of health care and supportive services to advise the AAA in all matters relating to the development, administration and operation of the Plan, The AAA shall submit the Plan for review and comment to the advisory council before it is transmitted to NYSOFA for approval. Amendments that would result in major changes in organizational structure (e.g. mergers or consolidation) must be submitted to the AAA Advisory Council for review and comment prior to the submission to NYSOFA for approval.

G. Service Coordination: The AAA shall coordinate planning with other agencies and organizations, Native American Tribal organizations and Native Hawaiian organizations to promote new or expanded benefits and opportunities for older adults.

H. Intergenerational Day Care: If possible, the AAA shall arrange with organizations providing day care for children or adults and respite for families, so that older adults can assist in the delivery of such services to children, adults and families,

I. Outreach: The AAA shall conduct outreach efforts, and an annual evaluation of the effectiveness of these outreach activities, to identify older adults eligible for assistance under the OAA, with special emphasis on:

- 1) Older adults residing in rural areas;
- 2) older adults with greatest economic need (with particular attention to low-income, low income minority individuals including Native Americans and older individuals residing in rural areas);
- 3) older adults with greatest social need (with particular attention to low-income minority individuals including Native Americans and older individuals residing in rural areas);
- 4) older adults with limited English proficiency;
- 5) older individuals who are frail or with severe disabilities;
- 6) older adults with Alzheimer's disease or related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals).

J. Information and Assistance: The AAA assures that it shall provide for the establishment and maintenance of information and assistance services in sufficient numbers to assure that all older adults within the PSA covered by the Plan shall have reasonably convenient access to such services.

K. Services to Native Americans: If there is a significant population of older Native Americans in the PSA of the AAA, the AAA shall conduct outreach activities to identify older Native Americans in such area and shall inform such older Native Americans of the availability of assistance.

L. Grievances: The AAA shall establish grievance procedures for older adults who are dissatisfied with or denied services under the OAA. Such procedures shall be in accordance with applicable NYSOFA Program Instructions.

M. Disabled Individuals: The AAA assures that it will coordinate planning, identification, assessment of needs and provision of services for older adults with disabilities, with particular attention to individuals with severe disabilities, with agencies that develop or provide services for individuals with disabilities.

N. Transportation: The AAA shall identify the needs of older adults and describe the methods it will use to coordinate planning and delivery of accessible transportation services (including the purchase of vehicles) to assist older adults, including those with special needs, in the PSA.

O. Disclosure of Spending: The AAA shall, on the request of the Assistant Secretary of AoA/ACL or the Director of NYSOFA, for the purpose of monitoring compliance with the OAA (including conducting an audit), disclose all sources and expenditures of funds such agency receives or expends to provide services to older adults.

P. Title VI: The AAA shall, to the maximum extent practicable, coordinate the services it provides under Title III of the OAA with services provided under Title VI of the OAA (Grants to Native Americans).

Q. Case Management: The AAA assures that case management services provided under Title III of the OAA and/or State funded programs:

- 1) not duplicate case management services provided through other Federal and State programs;
- 2) be coordinated with services provided through such other Federal and State programs, and
- 3) be provided by:
 - a) a public agency; or
 - b) a nonprofit private agency that:
 - (i) gives each older adult seeking services under this title a list of agencies that provide similar services within the jurisdiction of the AAA;
 - (ii) gives each older adult described in clause (i) a statement specifying that the individual has a right to make an independent choice of service providers and documents receipt by such individual of such statement;
 - (iii) has case managers acting as agents for the individuals receiving the services and not as promoters for the agency providing such services; or
 - iv) is located in a rural area and obtains a waiver of the requirements described in clauses (i) through (iii).

Standard Assurances Applicable to OAA Title Ill-B

27. In applying for and receiving funding under Title Ill-B of the OAAi the AAA understands and agrees to the following:

A. Priority Services: The AAA will expend the required percentage of Title Ill-B funds, as established by NYSOFA for each Of the three priority services categories (access, in-home and legal assistance) in Program Instruction 88-Pl-47 [7/22/88]

Waiver: NYSOFA, in approving the Title Ill-B application or amendment to such application, may waive the assurance of the above paragraph for any category of service for which the AAA demonstrates to NYSOFA that services provided from other sources meet the needs of older adults in the PSA for that category of service. If the AAA receives a waiver for any category of service, it must continue to spend for the remaining categories Of services the percentage of AAA funds approved by NYSOFA.

B. Legal Assistance Program' The AAA assures that it Will enter into contracts With providers Of legal assistance Which can demonstrate the experience or capacity to deliver legal assistance and that it will attempt to involve the private bar in legal assistance activities authorized under Title ill-B, including groups within the private bar furnishing services to older adults on a pro bono and reduced fee basis. The AAA further assures that it will give priority to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse (including financial exploitation), neglect and age discrimination; AAA will not require any provider Of legal assistance under Title Ill-B to reveal any information that is protected by the attorney-client privilege.

C, Priority Service Reporting: The AAA Will report annually to NYSOFA, in detail, the amount of funds expended for each such category Of priority services during the fiscal year most recently concluded,

D, Service Coordination. The AAA will coordinate priority services with community

Alzheimer's programs, coordinate mental health services provided With Title Ill-B funds with mental health services provided by community health centers and Other organizations, and, if appropriate, conduct outreach to identify older Native Americans and inform them of availability of services.

E, Nursing Home Diversion: The AAA Will conduct efforts to facilitate coordination Of community-based, long-term care services to defer inappropriate institutionalization for Older adults Who are at home, patients in hospitals, and patients in long term care facilities who could return home,

F. Multipurpose Senior Centers: In regard to any multipurpose senior centers acquired or constructed using OAA funds, the AAA will ensure compliance With Sections 306, 311, and 312 of the OAA, NYSOFA regulations (9 NYCRR S 6654.9), and 90-Pl-36 (6/19/90).

Standard Assurance Applicable to OAA Title III-C

CF or additional Assurances applicable to Title III-C. see SA #27 & SA #30)

28. Title-III-C Funding for Access and Supportive Services. In applying for and receiving funding under Title III-C of the OAA, the AAA understands and agrees that Title III-C expenditures for supportive and access services shall only be funded with Title III-C contributions and that such expenditures by a Title III-C provider are limited to the amount Of contributions generated by the provider,

Standard Assurances Applicable to Title III-C and WIN

(For additional Assurances applicable to WIN, see SA #36. For additional Assurances applicable to Title III-C, see SA #27 & SA #29)

29, In applying for and receiving funding under Title III-C Of the OAA and WIN, the AAA understands and agrees that:

- A. Special Dietary Needs: The AAA assures that the nutrition program in the PSA shall reasonably accommodate participants who have particular dietary needs arising from the health requirements, religious requirements, or ethnic backgrounds Of such participants.
- B. Outreach: It shall be the AAA'S responsibility to identify and reach out fo currently unserved and underserved individua's who would be eligible for home delivered meals.
- C. Provider Organizations: The AAA, when selecting potential home delivered meal providers, shall give consideration where feasible to organizations which,
 - 1) have demonstrated an ability to provide home delivered meals efficiently and reasonably; and
 - 2) furnish assurances to the AAA that such an organization shall maintain efforts to solicit voluntary support and that the funds made available under Title III-C to the organization shall not be used to supplant funds from non-Federal sources.
- D. Congregate Sites: Sites for congregate meals and comprehensive supportive services are located in as close proximity to the majority of eligible individuals' residences as feasible, with particular attention on a multipurpose senior center, a school, a church, or other appropriate community facility, preferably within walking distance, and where appropriate, transportation to such site is furnished.
- E. Allowable Services: The AAA may only apply for and use Title III-C funds to provide meals and other services (i.e., nutrition counseling and nutrition education) directly related to nutrition services. The AAA may also use program income for supportive and access services to enhance the nutrition program. Such supportive and access services include outreach, transportation (Title III-C-1 only) Information and Assistance, In-Home Contact and Support (shopping assistance only), Senior Center/Recreation and Education (Title III-C-1 only), Assisted Transportation (Title III-C-1 only). Program income cannot be used for access and supportive services in amounts greater than what has been generated by program activity.

Standard Assurances Applicable to Title III-D

30. Title III-D:

- A. Area Plan Administration: No Title III-D funds shall be budgeted or expended for Area Plan Administration.
- B. Evidence-based: In accordance with 15-Pl-18 [10/22/15], the AAA shall expend all Title III-D funding on evidence-based programs/interventions only.

Standard Assurances Applicable to Title III-E Caregiver Program

32. Title III-E Caregiver Program:

- A. Comprehensive Support System: The AAA shall provide multifaceted systems of support services for family caregivers and older relative caregivers as these terms are defined in OAA SS 302 and 372, respectively.
- B. Limitations: The AAA may budget up to 10% of its Title III-E funds (Federal funds plus local match), plus any income generated by older relative caregivers, to provide support services to older relative caregivers. The AAA may expend a maximum of 10% of its final Title III-E expenditures (Federal funds plus local match), plus any income generated by older relative caregiver services, to provide support services to older relative caregivers.
- C. Statutory Services: The caregiver program support services shall include each of five specific, statutory categories of caregiver services, with the amounts used to fund each service to be determined by the AAA, based on the needs of its particular caregivers. The AAA may meet this comprehensive service requirement by including services in its Title III-E Caregiver Program that meet Title III-E requirements, but that are funded from other sources. These required services are:
 - 1) Information about available services;
 - 2) Assistance in gaining access to the services;
 - 3) individual counseling, organization of support groups, caregiver training to assist the caregivers in the areas of health, nutrition and financial literacy and to help caregivers make decisions and solve problems relating to their caregiver roles and responsibilities;
 - 4) Respite services to temporarily relieve caregivers by providing a short-term break from their caregiving responsibilities; and
 - 5) Supplemental services to complement the caregiver's efforts to provide care.,
- D. Recipients of Respite and Supplemental Services: The AAA agrees that respite and supplemental services shall only be provided to the caregivers of "frail" older adults as "frail" is defined in OAA S 102(22), that is, an older adult (60 and older) who is

functionally impaired because the person is unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing or supervision; or, an older adult who has a cognitive or other mental impairment that requires substantial supervision because the person behaves in a manner that poses a serious health or safety hazard to the person or to another person; or to older relative caregivers 55 and older.

E. Supplemental Services: The AAA may budget up to 20% of its Title III-E funds (Federal funds plus local match), Plus any income generated by supplemental services for the provision of supplemental services. The AAA may expend a maximum of 20% of its final Title III-E expenditures (Federal funds plus local match), plus any income generated by supplemental services for the provision of supplemental services,

F. Use of Volunteers: Each AAA shall make use of trained volunteers to expand the provision of the available services and, if possible, work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community settings,

33. Service Priority: The AAA shall give priority to the following individuals,

A, Caregivers who are older adults with greatest social need, and older adults with greatest economic need, with particular attention to low-income older adults;

B, Older Relative Caregivers providing care to individuals with severe disabilities, including children with severe disabilities, as defined in OAA S 102(48) which means a severe, chronic disability attributable to mental or physical impairment, or a combination of mental and physical impairments, that is likely to continue indefinitely and results in substantial functional limitation in 3 or more of the major life activities as specified in S 102(i3) which includes self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living, economic self-sufficiency cognitive functioning, and emotional adjustment;

C For family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction, the AAA shall give priority to caregivers who provide care for older individuals with such disease or disorder .

34. Maintenance of Effort: The AAA agrees to meet its applicable maintenance of effort requirement for Title III-E funds under this Plan as determined by NYSOFA and to not supplant the use of other funds available for Caregiver Program services, with the funding available under Title III-E.

Standard Assurances Applicable to Caregiver Resource Centers

35. Caregiver Resource Centers

A. CRC Services: If the AAA has a Caregiver Resource Center (CRC) funded under NYS Elder Law S 206, AAA agrees to provide and enhance CRC services. CRC services are similar to the required services funded through the Title III-E Caregiver Program, except that CRC

does not fund respite and supplemental services. The AAA's CRC services can supplement or be integrated, as appropriate, into the AAA's Caregiver Program, with the goal of using AAA expertise to achieve cost-effective, productive and creative "best practices" caregiver services that can serve as models for other AAAs.

B. Materials Developed Under CRC: If the AAA has a Caregiver Resource Center (CRC) funded under NYS Elder Law S 206, AAA agrees that all materials developed by the AAA in connection with the CRC program shall be the property of NYSOFA. NYSOFA also reserves the right to copyright all such materials, the exclusive right to reproduce, publish or otherwise use, and to authorize others to use these materials.

Standard Assurance Applicable to WIN

(For additional Assurances applicable to WIN, see also SA #30).

36. In applying for and receiving funding under WIN, the AAA understands and agrees that:

- A. Separate Accounting: The funds provided under WIN shall be accounted for and reported separately from those received under other sources, including Title III-C.
- B. WIN Services: The funds provided under WIN must be used to provide home delivered meals and/or services related to the provision of meals to eligible older adults whose nutritional needs have not or cannot be met under Title III-C or CSE. WIN funds may be used to provide congregate meals but only when the provision of the congregate meals will serve nutritionally at-risk older adults or result in an increased ability to provide home delivered meals.
- C. Administration: No more than 5% of WIN funds awarded shall be budgeted for AAA administration. No more than 5% of WIN funds expended shall be for AAA administration.
- D. No Supplanting Title III-C Services: No WIN funds shall be used to replace nutrition services provided or intended to be provided under Title III-C and CSE.

Standard Assurances Applicable to CSE and EISEP

(For additional Assurances applicable to CSE, see SA #39. For additional Assurances applicable EISEP, see SA #40)

37. In applying for and receiving CSE and/or EISEP funding, the AAA understands and agrees that:

AL Direct Provision of Services.' The AAA can provide EISEP and/or CSE case management services directly without requesting NYSOFA approval, However, it cannot provide other EISEP or CSE services directly unless it receives approval from NYSOFA NYSOFA approval is discretionary and shall only be given if the AAA can show that• the AAA provided this service directly prior to the approval of the AAA's first CSE Plan (this would usually be 1979); or if the AAA demonstrates that the direct provision of a service is necessary due to the absence of an existing suitable provider and so is necessary to assure an adequate supply of the service, or is necessary to ensure the quality of the service provided (See 9 NYCRR S 6652.9(c)).

B, Consumer Directed in-Home Services: The AAA may elect to implement consumer directed services under CSE and EISEP in accordance with NYSOFA regulations. Prior to implementation, the AAA must submit their plans in the prescribed format to NYSOFA for review and approval.

C, Maintenance of Effort: The AAA must meet the following maintenance of effort requirements,

1) For CSE and EISEP: Maintenance of "base year expenditures" made by the county or other funded service providers irrespective of the source of funds. "Base year expenditures" means the level of expenditures in the year prior to the first year for which a county plan for CSE was submitted or in the County's 1979 fiscal year, whichever is later.

2) For EISEP. Maintenance of total community service project expenditures under the CSE for the period April 1, 1985, through March 31, 1986, unless this requirement is waived or reduced by NYSOFA,

D. Contesting Eligibility and Cost Share Decisions: AAA shall provide applicants or recipients of EISEP or EISEP-like services funded under EISEP/CSE the opportunity to contest adverse decisions as to eligibility. levels of required cost sharing and involuntary terminations of services.

38. Matching Requirements: The AAA agrees to provide minimum local matching funds for service expenditures under EISEP and CSE as set forth by applicable State law and requirements.

Standard Assurance Applicable to CSE applicable to C_SE: see SA #37 & SA #38)

39. In applying for and receiving CSE funding, the AAA understands and agrees that Community Services Projects developed by the AAA shall not exceed three years, except NYSOFA may approve continuation of a project beyond three years if periodic evaluation shows that the project effectively improved the delivery of services to older adults.

Standard Assurance Applicable to EISEP (For additional Assurances applicable to EISEP, see SA #37 & SA #38)

40. In applying for and receiving EISEP funding, the AAA understands and agrees that

A, Coordination with LDSS• The AAA is required to coordinate with its local Social Services office to establish and maintain procedures which shall ensure that EISEP does not duplicate Medicaid and Title XX programs, and ensure that these procedures are set out in a Memorandum of Understanding with such local office.

B, 33% in-Home Services Requirement: At least 33% of the AAAs total expenditures of State EISEP services dollars and required local match for those dollars must be spent on in-home services (i.e., Personal Care Level I and Personal Care Level II).

C. 33% Ancillary Services Requirement: No more than 33% of the AAAs total expenditures of State EISEP services dollars and required local match for those dollars may be spent on ancillary services.

D. County Home Care Plans (CHCP): The first year EISEP County Home Care Plan, as amended by any subsequent plans and CHCP revisions, is incorporated by reference and made a part of this Plan, and the goals and procedures contained in it are reaffirmed.

Standard Assurance Applicable to CSI

41. In applying for CSI funds, the AAA understands and agrees that:

A. Congregate Services: "Congregate services" shall mean services for older adults which are provided by a public or private non-profit agency in community settings at which older adults come together for services and activities that respond to their diverse needs and interests.

B. Direct Provision of CSI Services: The AAA may contract with public agencies, municipalities, not-for-profit agencies or such other entities that provide congregate services. The AAA may not directly provide a service under CSI unless granted a waiver by the Director of NYSOFA. Approval of direct service provision will only be given if the service was directly provided prior to approval of the 1994-95 Plan, or direct provision is necessary due to the absence of an existing suitable provider or to ensure the quality of the service provided.

c. Multi-County Partnerships: Two or more counties may join together for the purpose of implementing CSI through a written agreement between the cooperating AAAs,

D. Matching Funds: Under CSI the AAA Will provide matching funds equal to 25% Of its CSI costs. The allowable forms of match are the same as those permitted under CSE and EISEP, In-kind salaries and rent are allowable. State funds and local funds used to match other State or Federal funds are not allowable as match. The local match can be entirely new match or local funding formerly used to match the local Recreation Program for the Elderly.

E. Administration: The AAA shall budget no more than 5% of CSI funds (State Aid & Local Match) for AAA administration. The AAA agrees that it will expend no more than 5% of CSI funds for AAA administration.

F. Meal Costs: Meal costs are not allowable under the CSI program.

Standard Assurances Applicable to Emergency Preparedness Plan.

42. Emergency Preparedness Plans: The AAA agrees to coordinate activities and develop longrange emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, and other institutions that have responsibility for disaster relief service delivery within the PSA.

Standard Assurances Applicable to Mental Health Services

43. Mental Health Services. The AAA agrees to follow any policies developed by NYSOFA concerning mental health issues or services as they may pertain to older adults. AAA will coordinate with NYSOFA and entities providing mental health services in the PSA to: increase public awareness of mental health disorders affecting older adults; remove barriers to the diagnosis and treatment of such disorders; and coordinate mental health services available to older adults (including mental health screenings) provided With area aging funds or other funds for mental health services available to older adults residing in the PSA.

Standard Assurances applicable to the Health Insurance Information. Counseling Assistance Program (HIICAP)

44. Health Insurance Information, Counseling and Assistance Program (HIICAP):

- A, The AAA agrees that the Project Narrative and Budget included in the Plan may not be modified without the written consent of the NYSOFA.
- E. The AAA agrees that it will not assign or transfer the rights or responsibilities it has with regard to the HIICAP program without the prior written consent of NYSOFA. If the AAA contracts the direct performance of the HIICAP program, including the HIICAP Coordinator, it retains primary responsibility for satisfying the responsibilities set forth in this Plan and the AAA will include the responsibilities in the agreement With such contractor.
- C. The AAA agrees to provide counseling to individual Medicare beneficiaries unable to access other channels of information or needing and preferring locally based individual counseling services.
- D. The AAA will make counseling resources and locations locally accessible to low-income, dual-eligible, and hard-to-reach beneficiaries and will equip its counselors to provide in-depth, complex counseling and enrollment assistance on Medicare, Medicare Prescription Drug Coverage, Medicare Advantage Plans. EPIC enrollment and coordination with Medicare Prescription Drug Coverage.
- E. The AAA will provide counseling information about original Medicare plan information and options and the AAA's HIICAP assigned staff must have knowledge and develop referral contacts for assistance in the following areas:
- 1) Medicare eligibility, benefits, preventive services and claims filing;
 - 2) Medicare Prescription Drug Benefit;
 - 3) EPIC and how it works with the Medicare prescription drug plans;
 - 4) Medicaid eligibility, benefits and spousal protections (Local Department for Social Services), Medicaid Managed Long Term Care (Independent Consumer Advocacy Network);
 - 5) Medicare Supplement insurance policy coverage, comparison information and claims filing;

- 6) Long Term Care (LTC) insurance and planning (NYS Partnership for LTC); and
- 7) Other types of health insurance benefits (including employer, retiree, Medicare Savings Program benefits, "Extra Help", etc.).

F. The AAA acknowledges that HIICAP is a volunteer-based program and will be operated as such. AAAs must increase and enhance the counselor work force and equip them to be proficient in the areas noted above. A list of all trained HIICAP volunteers and staff must be submitted to NYSOFA as part of the AAA's application.

G. The AAA will not allow individuals who are currently licensed as health insurance agents/brokers, or have some other conflict of interest, to counsel, administer, or volunteer for HIICAP in any capacity even if the individual is willing to sign a disclaimer stating that he or she will provide unbiased insurance counseling information to beneficiaries. If the AAA believes there may be a conflict of interest, the AAA Director or HIICAP Coordinator will obtain direction from the NY SHIP Director as to whether the relationship, as described by the AAA, presents a conflict of interest.

H. The AAA will ask program volunteers whether or not they are licensed to sell health insurance products and the status of their current license.

I. The AAA agrees to designate a HIICAP Coordinator to be responsible for the AAA's performance under this Plan. The HIICAP Coordinator shall be the AAA's representative and contact person for all HIICAP related issues including program and reporting.

J. The HIICAP Coordinator(s) designated by the AAA will oversee the training and quality of service provided by all volunteers and staff. The Coordinator(s) annually will certify that volunteers have satisfied the annual training requirements. Significant training and support will be necessary to prepare counselors to help beneficiaries understand and enroll in new choices and benefits created by the MMA (Medicare Modernization Act) and subsequent Federal Laws such as the Affordable Care Act of 2010. The Coordinator will oversee and manage the inventory of training and consumer education supplies.

K. The AAA agrees that its designated HIICAP Coordinator(s) will attend at least one NYSOFA HIICAP training, use all NYSOFA-prescribed HIICAP training material, and encourage counselors to participate in NYSOFA sponsored monthly coordinator and other conference calls,

L. The AAA agrees that all HIICAP Coordinators and volunteers, who counsel Medicare beneficiaries, will participate in the HIICAP certification process, as often as is required by NYSOFA.

M. The AAA shall make certain that all information and documentation pertaining to Medicare beneficiaries be kept confidential. Beneficiary information will be kept in an area that is secure. All confidential documents will be stored in locked file cabinets or rooms accessible only to those who have authority, or, for digital versions, in a password protected electronic file. Whenever the AAA has in its custody confidential Medicare beneficiary information that the AAA does not need to keep on file any longer to be able to assist such beneficiary, the AAA will dispose of that confidential information in a

complete and secure manner (such as shredding) to avoid unauthorized disclosure(s) of the information.

N. The AAA assumes responsibility for the accuracy and completeness Of the information contained in all technical documents and reports submitted.

O. The AAA agrees that it will submit monthly peformance reports as specified by NYSOFA on all Beneficiary Contacts, Group Outreach, and Media Outreach Events via the STARS SHIP Tracking and Reporting System at: <https://smpship.acl.gov/etk-hhs-acl-rod/lo in.re ues>.

P. The AAA agrees to ensure the capacity to access Internet information via basic dial-up access at the minimum, with a high-speed connection preferred, including expanding and maintaining Internet capability at the local counseling levels. The AAA will have the capacity to send and receive a high volume of information (including training materials and Power Point presentations) through electronic mail (email) and through the Internet. The AAA assures that HIICAP counselors will have access to Internet-based information, training materials, counseling and enrollment tools.

Q. The AAA agrees to ensure adequate capacity to receive and properly answer and address all calls received through the NYS HIICAP Hotline (1-800-701-0501) as calls are automatically transmitted to the local AAA/HIICAP.

R. upon approval of this application and issuance of a Notification of Grant Award, the AAA is eligible to request an advance of up to twenty-five percent (25%) of its award. The AAA Shall submit appropriate Claim for Payment in Such form as required by NYSOFA. The final Claim for Payment will be submitted to NYSOFA within sixty (60) days after the ending date of the grant period.

S. Include the express acknowledgment on all SHIP public information materials, "This project was supported, in part by a grant from the U.S. Administration for Community Living, Department of Health and Human Services, Washington, DC. 20201. Grantees undertaking projects under government sponsorship are encouraged to express freely their findings and conclusions. Points of view or opinions do not, therefore necessarily represent official Administration for Community Living policy." (HHS Grants Policy Statement: <https://www.hhs.gov/grants/grants-policies-regulations/index.html>), The grantee must use the SHIP Logo on all SHIP publications,

T. NYSOFA has approved the following disclaimers that the AAA must use when disseminating HIICAP materials and/or advertising,

- I) "The information provided by the Health Insurance Information, Counseling and Assistance Program is intended for the sole purpose of educating consumers irregard to the choices available for their health insurance needs. Particular emphasis is placed on understanding original Medicare, Nothing herein is intended nor should it be construed as an endorsement by the State of New York Of any specific insurance product or insurer."
- 2) If the above disclaimer is too lengthy for certain media items (i.e. flyers, small brochures, etc.), the disclaimer below may be used as a substitute;

"New York State does not endorse nor recommend any specific insurance product or insurer; this program is solely intended to educate consumers about their choices."

U. Upon request by the State HIICAP Coordinator, the AAA Wili provide to NYSOFA program information and other reports as required, in the format and at the timing specified by NYSOFA, on activities provided under the current HIICAP grant,

V, The AAA shall not use SHIP Federal funds to purchase promotional giveaways or incentive items. unless such items are educational in nature as required by ACL and preapproved by NYSOFA.

W. The AAA agrees to implement Volunteer Risk and Program Management (VRPM) policies and procedures as required by ACL,

SCHEDULE E REMUNERATION

Budget: Agency shall submit a budget (Schedule E- Budget Attachment) which will be reviewed and approved by the County before becoming a part of the executed contract. The Budget will be reviewed for accuracy, and to confirm that expenses are allowable under the grant(s).

Advance Payment: As soon as practicable, the County shall advance twenty five percent (25%) of the amount payable by the County to the Agency, pursuant to this contract, on the basis of the approved budget. During the contract year, the advance payment will be deducted from monthly invoice payments until repayment is satisfied.

Reimbursement: Monthly payments will be made upon receipt, review and approval of a monthly financial report based on expenditures of the previous month. The obligation of the County shall be limited to reimbursement to the Agency for expenditures by the Agency in accordance with the contract terms and budget. The County shall not be responsible for payments to the Agency for any Agency expenditures in violation of this provision. All Agency purchases shall be in accordance with acceptable business practices.

Payment for Chore Services: Any and all requests for payment to be made shall be submitted by the Agency on payment invoices provided by the County. The following documentation must accompany the claim: The workers' schedules for the time frame, the PeerPlace printout of total units provided per client, and time sheets signed by the client verifying all units of service. Failure to provide signed time sheets will disallow payment for those services claimed. Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Agency for out-of-pocket expenses or disbursements made in connection with the contract services to be performed hereunder. Itemized Chore Services expenses are not included in this budget including salary and fringes of the chore workers, reimbursement of travel expenses to the chore workers. For the period of this contract, Chore service hours for eligible applicants assessed for services by a Case Manager will be reimbursed at a rate of \$20.00/hour of service. Note: A Unit of Service includes only time spent in service to the client. Time spent traveling to client's residence is not included in the unit of service calculation. Partial units may be claimed. If a client is not at home when the employee reports for work, and the Agency has not been so notified by the County or its designee, or requested to postpone service, payment will be made for one (1) unit of service.

Refund by the Agency: If, upon the expiration of this Agreement, the amount received by the Agency, including but not limited to any advance payments made by the County under this Agreement, exceeds the rate to be paid for verified services performed pursuant to this Agreement, the Agency shall remit to the County the amount of such excess within ten (10) days upon separate request of the County. The Agency's obligation under this Section shall continue beyond the expiration or termination of this Agreement.

Final Payment by the County. If, upon the expiration or termination of this agreement, the County owes the Agency for contract services, the Agency shall submit a financial report within thirty (30) days after the termination date, in such form and supported by such documentation and certification as the County may require, and the County shall pay the Agency the appropriate amount. The County's obligation under this Section shall continue beyond the expiration or termination of this contract.

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SCHEDULE F
ERIE COUNTY BUSINESS ASSOCIATE AGREEMENT

The Business Associate Agreement (Agreement) entered into by the Erie County Department of Senior Services ("Covered Entity") and Business Associate **Town of Amherst by and through Amherst Center for Senior Services, Williamsville, NY**, ("Business Associate") is made and entered into effective the 1st day of April 2024 ("Business Associate Agreement Effective Date").

I. RECITALS

- A. As set forth in the Erie County Privacy Policy, Erie County is a Hybrid Entity, which has designated the Department of Senior Services as a Covered Entity for the purpose of compliance with Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder (45 CFR Part 160 and Part 164) by the U.S. Department of Health and Human Services (the "Privacy and Security Rules").
- B. Covered Entity and Business Associate wish to Use and Disclose certain information, some of which may be Protected Health Information ("PHI"), whereby Business Associate may be providing services to or performing functions on behalf of Covered Entity that involve the Use and Disclosure of PHI. The services and functions performed by Business Associate on behalf of Covered Entity are set forth in a Service Agreement entitled **Case Management, Information and Assistance, Outreach, Chore** executed on or about April 1, 2024 ("Service Agreement").
- C. Covered Entity and Business Associate intend to protect the privacy and provide for security of PHI Disclosed between the parties pursuant to the Service Agreement in compliance with HIPAA, the Privacy and Security Rules, and with the requirements of Subtitle D, the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery & Reinvestment Act of 2009 42 U.S.C. Sections 17921-17954 ("HITECH"), and other applicable federal and state laws.
- D. In consideration of the mutual promises below and the exchange of information pursuant to the Service Agreement and this Business Associate Agreement, the parties agree to the terms and conditions set forth in this Business Associate Agreement.

II. DEFINITIONS

- A. **Breach** means unauthorized acquisition, access, Use or Disclosure of PHI which compromises the security or privacy of such information, EXCEPT where: (1) the covered entity or business associate has a good faith belief that an unauthorized

person to whom such information is Disclosed would not reasonably have been able to retain such information; (2) any unintentional acquisition, access, or Use of PHI by an employee or individual acting under the authority of a covered entity or business associate if the acquisition, access, Use (i) was made in good faith and within the course and scope of authority; and (ii) such information is not further acquired, accessed, or Used or Disclosed; (3) there is an inadvertent Disclosure from an individual who is otherwise authorized to access PHI at a facility operated by a covered entity or business associate to another similarly situated individual at the same facility and any such information received as a result of such Disclosure is not further acquired, accessed, Used, or Disclosed without authorization by any person; and (4) unauthorized Disclosure is limited to encrypted or otherwise technologically secured data.

B. **Business Associate** shall have the same meaning as the term "business associate" under the Privacy and Security Rules. In reference to the party to this Business Associate Agreement, the term "Business Associate" shall mean **Town of Amherst by and through Amherst Center for Senior Services Williamsville, NY**. The parties acknowledge and agree that Business Associate is an independent contractor and is not an agent of Covered Entity.

C. **Covered Account** means: (1) an account primarily for personal, family, or household purposes, that involves or is designed to permit multiple payments or transactions, such as a credit card account, mortgage loan, automobile loan, margin account, cell phone account, utility account, checking account, or savings account; or (2) any other account for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the financial institution or creditor from identity theft, including financial, operational, compliance, reputation, or litigation risks.

D. **Covered Entity** shall generally have the same meaning as the term "covered entity" under the Privacy and Security Rules. In reference to the party to this Business Associate Agreement, the term "Covered Entity" shall mean Erie County Department of Senior Services.

E. **Data Aggregation** means the combining of PHI by a Business Associate created or received in its capacity as a Business Associate of another Covered Entity, to permit the creation of data for analyses that relate to the health care operations of the respective Covered Entities.

F. **Designated Record Set** means a group of records maintained by or for a Covered Entity that is: (i) the individual's medical and billing records or (ii) used in whole or in part, by or for the Covered Entity to make decisions about the individual. A Designated Record Set does not include: (a) duplicate information maintained in other systems; (b) data collected and maintained for research; (c) data collected and maintained for peer review purposes; (d) psychotherapy notes; (e) information compiled in reasonable anticipation of litigation or administrative

action; (f) employment records; (g) student records; and (h) source data interpreted or summarized in the individual’s medical record such as pathology slides and diagnostic film.

G. **Disclosure** means the release, transfer, provision of access to, or divulging in any other manner, of PHI, outside Business Associate’s organization (i.e., to anyone other than its employees who have a need to know or have access to the PHI).

H. **Electronic Health Record** is an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

I. **Electronic Protected Health Information or "EPHI"** means Protected Health Information, as defined herein, that is transmitted by or maintained in electronic media. For purposes of this Business Associate Agreement, unless otherwise specified, any obligations of Business Associate relating to PHI shall also apply to EPHI.

J. **Health Care Operations** shall have the meaning given to such term under HIPAA’s Privacy and Security Rules and includes quality assessment and improvement, credentialing health care professionals, conducting or arranging for medical review, legal services and auditing functions, business planning and development and business management and general administrative duties. The term Health Care Operations does not include marketing and fundraising activities of the Covered Entity or Business Associate.

K. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** is a federal law that sets forth standards for how Covered Entities and Business Associates may Use and Disclose PHI. HIPAA also establishes patient rights with regard to PHI.

L. **Hybrid Entity** means an entity whose business activities include covered and non-covered functions, and that has designated specific departments, divisions or programs as Designated Health Care Components.

M. **Identity Theft** is a fraud committed or attempted using the identifying information of another person without authority.

N. **Identifying Information** is any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including any name, social security number, date of birth, official State or government issued driver’s license or identification number, alien registration number, government passport number, employer or taxpayer identification number.

O. **Individual** means the person who is the subject of the PHI.

P. **Individually Identifiable Health Information** means information that is a subset of health information, including demographic information collected from an Individual, that: (i) is created or received from a health care provider, health plan, employer or health care clearinghouse; and (ii) relates to the past, present or future physical or mental health or condition of an Individual, the provision of health care to a patient, or the past, present, or future payment for the provision of health care to an Individual.

Q. **Limited Data Set** means information that excludes names, postal address (other than city, state, and zip code), telephone and fax numbers, email address, social security and medical record numbers, health plan numbers, account numbers, certificate license numbers, vehicle identifiers and serial numbers including license plate numbers, device identifiers and serial numbers, Web Universal Resource Locators, Internet Protocol address numbers, biometric identifiers including finger and voice prints and full face photographic images and any comparable images.

R. **Personal Health Record** means an electronic record of Individually Identifiable Health Information on an Individual that can be drawn from multiple sources and that is managed, shared, and controlled by or for the Individual.

S. **Protected Health Information** or “**PHI**” means any information, whether oral or recorded in any form or medium that: (i) relates to the past, present or future physical or mental condition of an Individual, the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual; and (iii) was received from Covered Entity or created or received by Business Associate on behalf of Covered Entity.

T. **Red Flag** means a pattern, practice or specific activity that indicates the possible existence of Identity Theft.

U. **Secured PHI** means PHI rendered unusable, unreadable or indecipherable to unauthorized individuals when one or more of the following security measures are in place:

1. Encryption of electronic PHI as specified in the HIPAA Security Rule by the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key and such confidential process or key that might enable decryption has not been breached;
2. Encryption processes that are tested by National Institute of Standards and Technology (NIST) and judged to meet this standard including:

- a) Valid encryption processes for data at rest consistent with NIST Special Publication 800-111, Guide to Storage Encryption Technologies for End User Devices;
- b) Valid encryption processes for data in motion that comply with Federal Information Processing Standards (FIPS) 140-2 including standards described in NIST Special Publications 800-2, guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, and may include others which are FIPS 140-2 validated;

3. The media on which the PHI is stored or recorded has been destroyed on one of the following ways:

- a) Paper, film, or other hard copy media have been shredded or destroyed such that the PHI cannot be read or otherwise cannot be reconstructed; or
- b) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization, such that the PHI cannot be retrieved.

V. **Security Incident** means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information or interference with systems operations in an information system.

W. **Subcontractor** means a person or organization to whom a Business Associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate, regardless of whether Business Associate has entered into a contract with the person or organization.

X. **Unsecured Protected Health Information** means PHI that is not secured through technology or methodology that HHS has stated renders the PHI unusable, unreadable, or indecipherable to unauthorized Individuals.

Y. **Use** means, with respect to PHI, the sharing, employment, application, utilization, transmission, examination, or analysis of such information to, from or within Business Associate’s organization.

III. OBLIGATIONS OF BUSINESS ASSOCIATE

A. **Permitted Uses and Disclosures.**

1. Business Associate may Use and/or Disclose PHI received from Covered Entity only as permitted or required by the Business Associate Agreement, and only when necessary to perform the services set forth in the Service Agreement.
2. Business Associate may Use or Disclose PHI as required by law.
3. Business Associate agrees that all Uses, Discloses and/or requests for PHI will be consistent with Covered Entity's minimum necessary policies and procedures.
4. Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Covered Entity. In addition, Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of HIPAA, HITECH, the Privacy and Security Rules or any state law (including but not limited to the Identity Theft Rules).
5. Business Associate may Disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate provided that (a) the Disclosures are required by law, or (b) Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that (i) the information will remain confidential and used for further Disclosure only as required by law or for the purpose for which it was Disclosed to the person, and (ii) the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been compromised or Breached.
6. Business Associate may provide Data Aggregation services relating to the Health Care Operations of the Covered Entity only if necessary to fulfill the terms of the Service Agreement.
7. Business Associate may store, analyze, access and use components of PHI that have been de-identified and that do not contain any Individually Identifiable Health Information, provided that any such use is (a) necessary to fulfill the terms of the Service Agreement; and (b) consistent with applicable law.
8. Business Associate acknowledges that sections of HIPAA, HITECH, the Privacy and Security Rules, and state law apply directly to Business Associate and Business Associate's Subcontractors as they apply to Covered Entity. Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of HIPAA, HITECH, the Privacy and Security Rules or state law. Business Associate agrees to comply with these and other applicable laws and regulations, and agrees to monitor Subcontractors to ensure compliance with the same.

B. Appropriate Safeguards

Business Associate acknowledges that Covered Entity is relying on the administrative, physical and security standards of Business Associate and Subcontractors of Business Associate in selecting Business Associate. Business Associate and Subcontractors of Business Associate must:

1. Protect and safeguard from Disclosure all PHI and other confidential information regardless of the type of media on which it is stored;
2. Implement appropriate safeguards as are necessary to prevent the Use or Disclosure of PHI other than as permitted by this Business Associate Agreement, HIPAA, HITECH, the Identity Theft Rules and other applicable federal and state laws;
3. Maintain a privacy and security program that includes administrative, technical and physical safeguards and security policies, procedures, and documentation of security activities; and
4. Implement safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI and EPHI created, received, maintained, or transmitted on behalf of the Covered Entity.

C. Identity Theft Compliance

Business Associate and Subcontractors of Business Associate will have policies and procedures in place designed to detect, prevent and mitigate the risk of Identity Theft with regard to any Covered Accounts.

D. Reporting Obligations

Business Associate agrees to report to Covered Entity's Chief Privacy Officer verbally and in writing any Use or Disclosure of PHI other than as permitted by this Business Associate Agreement, and agrees to report any known pattern of activity or practice that may constitute a material breach or violation of this Business Associate Agreement, within five (5) days of the date Business Associate knew or should have known of such Use, Disclosure, pattern or practice. The obligation to report includes, but is not limited to, any Security Incident or Breach involving Unsecured PHI, and/or any violation of HIPAA, HITECH or the Privacy and Security Rules. Business Associate shall also report any known pattern of activity or practice of a Subcontractor that constitutes a material breach or violation of the Subcontractor's obligation under the Business Associate Agreement, or any federal or state laws.

Such report shall include, to the extent possible:

1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
2. A description of the types of Unsecured PHI that were involved in the Breach.
3. Any steps individuals should take to protect themselves from potential harm resulting from the breach;
4. A description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
5. Contact procedures for Covered Entity to contact Business Associate to ask questions or learn additional information.

In the event of a Breach, Business Associate's notice to Covered Entity must also include the identification of and contact information for each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired, or Disclosed during such Breach. In addition, if Business Associate is a service provider of Personal Health Records, as defined under HITECH, and discovers a Breach of security, it must notify Individuals whose unsecured Identifying Information was acquired by an unauthorized person, and must comply with any other applicable requirements concerning notification of individuals and/or federal and state agencies.

Business Associate shall take prompt corrective action to mitigate the harmful effects of any Security Incident, Breach, improper Use or Disclosure or unauthorized access of PHI in violation of this Business Associate Agreement, federal law and/or state law, and shall take additional action to mitigate harm as requested by Covered Entity. Upon request, Business Associate shall also assist Covered Entity in the performance of a risk assessment to determine whether a Breach occurred.

E. Business Associate's Agents/Subcontractors

Business Associate may Disclose PHI to and permit the Use of PHI by its employees, Subcontractors, agents, or other representatives only if and to the extent directly related to, and necessary for, the performance of services performed for or on behalf of the Covered Entity under the terms of the Service Agreement and the Business Associate Agreement. Business Associate shall ensure that any agents, including Subcontractors to whom it provides Covered Entity's PHI, agree in writing to:

1. the same restrictions and conditions that apply to Business Associate with respect to such PHI;

2. hold PHI in a confidential and secure manner as provided pursuant to this Business Associate Agreement and only disclose PHI as required by law or for the purposes for which it was disclosed; and
3. immediately notify Business Associate of any Breaches of confidentiality of the PHI.

Business Associates shall implement and maintain sanctions against agents and Subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation. Business Associate shall indemnify, defend and hold harmless Covered Entity and its respective employees, directors, officers, Subcontractors and agents from and against all claims, actions, damages, losses, liabilities, fines, penalties, costs or expenses (including without limitation reasonable attorney's fees and costs incurred in notifying Individuals of a Breach caused by Business Associate or its subcontractors or agents) suffered by Covered Entity in connection with Business Associate's failure to obtain and maintain a written agreement with such Subcontractors or agents, and/or to ensure that the Subcontractors or agents complied with all applicable federal and state laws and regulations.

F. Access to PHI

To comply with New York State Public Health Law § 18 and HIPAA, Business Associate shall make PHI maintained by Business Associate or its agents or Subcontractors in Designated Record Sets or in the Electronic Health Record in an electronic format, available to Covered Entity, or as directed by Covered Entity to an Individual, for inspection and copying within ten (10) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under HIPAA, HITECH, New York Public Health Law § 18 and any other applicable federal and state laws.

G. Amendment of PHI

Within ten (10) days of receipt of a request from Covered Entity for an amendment of PHI or a record about an Individual contained in a Designated Record Set or in the Electronic Health Record in an electronic format, Business Associate or its agents or Subcontractors shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under HIPAA, HITECH, and/or state law. If any Individual requests an amendment of PHI directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any grant or denial of a request for an amendment of PHI maintained by Business Associate or its agents or Subcontractors shall be the sole responsibility of Covered Entity.

H. Accounting Rights

Within ten (10) days of notice by Covered Entity of a request for an accounting of Disclosures of PHI, including Disclosures for treatment, payment and healthcare operations, Business Associate and its agents or Subcontractors shall make available to Covered Entity or, as directed by Covered Entity directly to an Individual, the information required to provide an accounting of Disclosures to enable Covered Entity to fulfill its obligations under HIPAA, HITECH and state law. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate for at least six (6) years prior to the request, or at least three (3) years prior to the request if the records are maintained in an Electronic Health Record. At minimum, such information shall include: (i) the date of Disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of the purpose of the Disclosure that reasonably informs the Individual of the basis for the Disclosure, or a copy of the Individual's authorization, or a copy of the written request for Disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agent or Subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing, so that the Covered Entity may prepare and deliver the requested accounting.

I. Access to Records by the Federal Government

Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary of HHS and the FTC for purposes of determining Business Associate's compliance with HIPAA, HITECH and the Identity Theft Rules. Business Associate shall concurrently provide to Covered Entity a copy of any PHI, policies and procedures or other documentation that Business Associate provides to HHS and/or the FTC.

J. Minimum Necessary

Business Associate and its agents or Subcontractors shall only request, Use and Disclose, to the extent practicable, a Limited Data Set, or the minimum amount of PHI necessary to accomplish the intended purpose of the request, Use or Disclosure.

K. Documentation of Disclosures

Business Associate shall document such Disclosures of PHI and information related to such Disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of PHI.

L. Retention of PHI

Business Associate and its agents or Subcontractors shall retain all PHI and documentation containing Disclosures of PHI throughout the term of the Service Agreement and for a period of six (6) years after termination of the Service Agreement.

M. HIV/AIDS

If the Service Agreement requires the Use or Disclosure of PHI that contains HIV/AIDS information, Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F. Business Associate shall notify its agents and/or Subcontractors concerning all applicable confidentiality requirements.

IV. OBLIGATIONS OF COVERED ENTITY

Covered Entity shall:

- A. Provide Business Associate with Covered Entity's Notice of Privacy Practices for PHI, and notify Business Associate of any substantive changes to its Notice of Privacy Practices;
- B. Notify Business Associate of any changes in, or revocation of, the permission by an Individuals to Use or Disclose his or her PHI, to the extent that such changes may affect Business Associate's permitted or required Use or Disclosure of PHI; and
- C. Notify Business Associate of any restriction to the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under HIPAA or HITECH, to the extent that such restriction may affect the Business Associate or its agents or Subcontractor's Use or Disclosure of PHI.

V. TERM AND TERMINATION

A. Term

This Business Associate Agreement shall become effective on the Business Associate Agreement Effective Date and shall continue until terminated by Covered Entity, or the date that the Service Agreement expires or is terminated. However, the following provisions and requirements of this Business Associate Agreement shall survive the expiration or other termination of the Business Associate Agreement: Sections III, V, VI, VII and X.

B. Termination for Cause

- 1. Material Breach by Business Associate: Business Associate shall take reasonable steps to mitigate and cure a breach of this Business Associate Agreement. Business Associate authorizes the Covered Entity to terminate this Business Associate Agreement and the Service Agreement if Covered Entity determines that Business Associate or its agents or Subcontractors have violated a material term of the Business Associate Agreement. In the event

Covered Entity determines that Business Associate or its agents or Subcontractors have violated a material term of the Business Associate Agreement, Covered Entity shall have the right to immediately terminate the Service Agreement and Business Associate Agreement upon written notice to Business Associate.

2. Material Breach by Covered Entity: If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under the Business Associate Agreement, Business Associate must take reasonable steps to cure the Breach or end the violation. Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of Covered Entity that Business Associate believes constitutes a material breach or violation of Covered Entity's obligations under this Business Associate Agreement within five (5) days of discovery and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation. If such steps are unsuccessful, Business Associate shall either (a) terminate the Service Agreement and the Business Associate Agreement, if feasible or (b) if termination of the Service Agreement and Business Associate Agreement is not feasible, Business Associate shall report the problem to the Secretary of HHS.

C. Obligations of Business Associate Upon Termination

Upon termination of this Business Associate Agreement for any reason, Business Associate shall return or destroy all PHI that Business Associate or its agents or Subcontractors still maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall continue to extend the protections of Section III of this Business Associate Agreement to such information, and limit further Use of such PHI to those purposes that make the return or destruction of such PHI infeasible. If Business Associate elects to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

D. Indemnification for Violations

Any violation of this Business Associate Agreement may cause irreparable harm to the Covered Entity. Therefore, Covered Entity may seek any legal remedy for such harm, including an injunction or specific performance. Business Associate shall indemnify and hold the Covered Entity harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this Business Associate Agreement. Business Associate shall be fully liable for the actions of its agents, employees, partners and/or Subcontractors. Business Associate shall fully indemnify and save harmless the Covered Entity from suits, actions, damages and costs, of every name and description relating to breach notification required by 45 CFR Part 164 or State Technology Law § 208, caused by

any intentional act or negligence of Business Associate, its agents, employees, partners and/or Subcontractors; provided, however, that Business Associate shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Covered Entity.

VI. AMENDMENT

A. Amendment to Comply with Law

The parties agree to take such action as is necessary to implement the standards and requirements of HIPAA, HITECH and other applicable laws relating to the security or confidentiality of PHI.

B. Written Amendment Required

The Business Associate Agreement may not be modified or amended except by a writing duly signed by an authorized representative of each party.

VII. NO THIRD-PARTY BENEFICIARIES

Nothing express or implied in this Business Associate Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associates and their respective successors or assigns, any rights, remedies, obligations or liability whatsoever.

VIII. NO WAIVER

No waiver of a breach of any provision of this Business Associate Agreement shall be construed to be a waiver of any breach of any other provision of this Business Associate Agreement or of any succeeding breach of the same provision. No delay in action with regard to any breach of any provision of this Business Associate Agreement shall be construed to be a waiver of such breach.

IX. INDEPENDENT CONTRACTOR RELATIONSHIP

This Business Associate Agreement is not intended to create, and will not be construed to create, any relationship between the parties other than that of independent contractors. Neither of the parties nor any of their respective representatives will be construed to be the agent, employee, or representative of the other.

X. NOTICE

Any notices required to be given pursuant to the terms and conditions hereof shall be in writing and shall be sent by certified or registered mail, return receipt requested, to the respective parties at their addresses stated below. Notices shall be deemed to be effective on the date when they are mailed.

TO: Erie County Department of Senior Services

Rath Building
95 Franklin Street, 13th floor
Buffalo, NY 14202
Attn: Melissa Dentice

TO: Town of Amherst by and through Amherst Center for Senior Services

Town Hall
5583 Main Street
Williamsville, New York 14221
Attn: Brian Kulpa

XI. SEVERABILITY

If any section or portion of this Business Associate Agreement shall be determined to be invalid, such determination shall not affect the enforceability or validity of the remainder of this Business Associate Agreement.

XII. INTERPRETATION

The terms and conditions of this Business Associate Agreement shall supersede any conflicting terms and conditions in the Service Agreement between the parties and shall supersede the terms and conditions of any existing Business Associate Agreement between the parties. This Business Associate Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, HITECH, the Identity Theft Rules and state law. The parties agree that any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with HIPAA, HITECH, the Privacy and Security Rules, the Identity Theft Rules, and other applicable state and federal laws.

XIII. STATE LAW

Nothing in this Business Associate Agreement will be construed to require Business Associate to Use or Disclose PHI in violation of New York State law.

XIV. GOVERNING LAW

To the extent not superseded by Federal law, the rights and obligations of the Parties hereto under this Business Associate Agreement shall be governed by the laws of the State of New York without regard for its conflicts of laws provisions. Any action arising out of or related to this Business Associate Agreement shall be brought in, and the parties agree to the jurisdiction of, the Supreme Court, located in Erie County, State of New York. If the matter is brought in Federal Court, the parties agree to the venue of the Western District of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed the Business Associate Agreement as of the Business Associate Agreement Effective Date.

ERIE COUNTY DEPARTMENT OF SENIOR SERVICES

By: _____
Print Name: Amanda Bender
Title: Deputy Commissioner
Date: _____

Town of Amherst by and through Amherst Center for Senior Services

By: _____
Print Name: Brian Kulpa
Title: Town Supervisor
Date: _____

\\10673.0034\363662.doc



COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

Executive Order #13 Pay Equity Certification on County Contracts

WHEREAS, federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964 and Federal Executive Order 11246 of September 24, 1965 (Equal Employment Opportunity) (together “Federal Equal Pay Law”), requires that men and women in the same workplace be given equal pay for equal work; and

WHEREAS, Section 194 of New York State Labor Law (“NYS Equal Pay Law”) prohibits compensating men and women differently for the same work; and

WHEREAS, on average, a full-time working woman in New York State earns just 85 cents for every dollar that a man earns and the pay gap is even greater for African-American and Latina women; and

WHEREAS, females make up nearly fifty-two percent of Erie County’s population; and

WHEREAS, women make up nearly half of the U.S. labor force and are a growing number of breadwinners in their families; and

WHEREAS, this pay differential shortchanges women and their families by thousands of dollars a year, and potentially hundreds of thousands of dollars over a lifetime, presenting a lifelong threat to those families’ economic security and reducing their earnings through Social Security and other post retirement plans; and

WHEREAS, poverty is recognized as a leading cause of or contributing factor to many social problems, including but not limited to substance abuse, domestic violence, child abuse, improper nutrition, obesity, improper health care and criminal conduct; and

WHEREAS, the impact of pay differentials is exacerbated as workers age, causing underpaid workers to disproportionately rely upon various forms of public support in their retirement years; and

WHEREAS, pay inequity can significantly impact the County, necessitating the provision of various public subsidies for low income residents and leading to the lack of receipt of income by women residents which would be spent in our local economy; and

RATH BUILDING • 95 FRANKLIN STREET • BUFFALO, N.Y. • 14202 • (716) 858-6000 • WWW.ERIE.GOV

Schedule G
Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together “ Equal Pay Law”). We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Equal Pay Law. We certify that we have not been the subject of an adverse finding under the Equal Pay Law within the previous five years and, in the alternative, if we were the subject of an adverse finding under the Equal Pay Law within the previous five years, we have annexed a detailed description of the finding(s). In addition, we have annexed a detailed description of any currently pending claims under the Equal Pay Law in which we are involved.

Signature

Verification

STATE OF _____)
COUNTY OF _____) SS:

A) _____, being duly sworn, states he or she is the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B) _____, being duly sworn, states that he or she is the Name of Corporate Officer _____, of _____, Title of Corporate Officer Name of Corporation the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____
Day of _____, 20____

ERIE COUNTY DEPARTMENT OF SENIOR SERVICES				
CONTRACTOR BUDGET SUMMARY				
GRANT: CSE				
AGENCY NAME: Senior Outreach Services				
CONTRACT PERIOD: April 1,2024 to March 31, 2025				
	TOTAL CONTRACT	AGENCY MATCH	COUNTY CASH	
PERSONNEL	36,598.00	18,403.70	17,847.70	
FRINGE BENEFITS	23,692.17	12,212.93	11,826.47	
EQUIPMENT	-	-	-	
TRAVEL		-	-	
MAINTENANCE & OPERATIONS	-		-	
OTHER EXPENSES	941.83	-	941.83	
SUBCONTRACTS	-		-	
TOTAL BUDGET	61,232.00	30,616.00	30,616.00	
LESS: ANTICIPATED INCOME	-	-	-	
NET TOTAL	61,232.00	30,616.00	30,616.00	

X:\Administrative\DIRECTOR\CSE EISEP\CSE-EISEP 2024-2025\Copy of Agency Budget 2024 SOS CSE

ERIE COUNTY DEPARTMENT OF SENIOR SERVICES				
CONTRACTOR BUDGET SUMMARY				
	GRANT: EISEP			
	AGENCY NAME: Senior Outreach Services			
	CONTRACT PERIOD: April 1, 2024 to March 31, 2025			
		TOTAL CONTRACT	AGENCY MATCH	COUNTY CASH
PERSONNEL		113,860.00	54,337.00	57,898.00
FRINGE BENEFITS		75,075.00	37,512.00	39,188.00
EQUIPMENT		-	-	-
TRAVEL			-	-
MAINTENANCE & OPERATIONS		-		-
OTHER EXPENSES		-	-	-
SUBCONTRACTS		-		-
TOTAL BUDGET		188,935.00	91,849.00	97,086.00
LESS: ANTICIPATED INCOME		20,000.00	-	-
NET TOTAL		168,935.00	91,849.00	97,086.00

X:\Administrative\DIRECTOR\CSE EISEP\CSE-EISEP 2024-2025\Copy of Agency Budget 2024 SOS EISEP


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 06/24/24 07:00 PM
 Department: Sewer/Plant 16
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 29142

RESOLUTION 2024-570
ADOPTED

Travel Request Required Operator Training Courses

The Engineering Department is requesting approval to send two (2) employees to attend the Basic Operations training course in August 2024 at the Environmental Training Center at SUNY Morrisville in Morrisville, NY. The total cost for each employee to attend the course is estimated to be \$4,969.54, and includes registration, tolls/mileage reimbursement, lodging and per diem.

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

Thank you for considering this request.

6/24/2024

Consent

FINANCIAL IMPACT:

G9916-4850

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

☐ Travel in New York State and under \$750 - Department Head Approval

☒ Travel in New York State \$750 and over - Department Head Approval and Town Board Approval

☐ Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
[REDACTED]	[REDACTED]	Eng.-Plant 16	716-691-9771

Destination and Purpose of Trip			
Date of Departure	Date of Return	Destination	Purpose/Justification
8/18/2024	8/31/2024	Environmental Training Center, SUNY Morrisville, Morrisville, NY	Basic Operations 8/19-8/30/24

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage 354 @ \$0.67	\$237.18	G9916-4040	
Tolls	\$26.08	G9916-4040	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights 13 @ \$ 191.00	\$2,483.00	G9916-4040	
Meals:			
IRS Per Diem Per Day: \$59.00			
1st & Last Day of Travel @ 75% \$44.25	\$88.50	G9916-4040	
# Breakfasts 12@ \$ 13.00	\$156.00	G9916-4040	
# Lunches 12 @ \$ 15.00	\$180.00	G9916-4040	
# Dinners 12 @ \$ 26.00	\$312.00	G9916-4040	
# Incidentals 12@ \$ 5.00	\$60.00	G9916-4040	
Registration/Conference Fee	\$975.00	G9916-4850	
Textbook - already received	\$0.00	G9916-4850	
Other			
Subtotal	\$4,517.76 -		N/A
Contingency - 10% of subtotal or \$200	\$451.776 -		N/A
TOTAL	\$4,969.54 -		



Basic Operations

Monday, August 19, 2024 - Friday, August 30, 2024

Register

Registration open through 8/12/2024 11:59 PM Eastern Time (US & Canada)

[Register Now](#)

Details

\$975.00 - This 60 hour course is designed and approved by the NYS Department of Environmental Conservation to prepare wastewater treatment plant operators for the certification exam. Textbooks for the course are *Operation of Wastewater Treatment Plants, Volumes I and II, 8th Edition*, by the University of California at Sacramento. You can order in advance from the campus bookstore by calling 315-684-6073. Participants must bring their own simple calculator.

ETC students can now purchase their manuals on the Campus Store's website at <https://bookstore.morrisville.edu/category/10004437>. Shipping is \$14 for the first manual, +\$2 for each additional manual.

Prerequisites

Basic Operations

Price

Registration is \$975.00

Location

Galbreath Hall 141

About Us

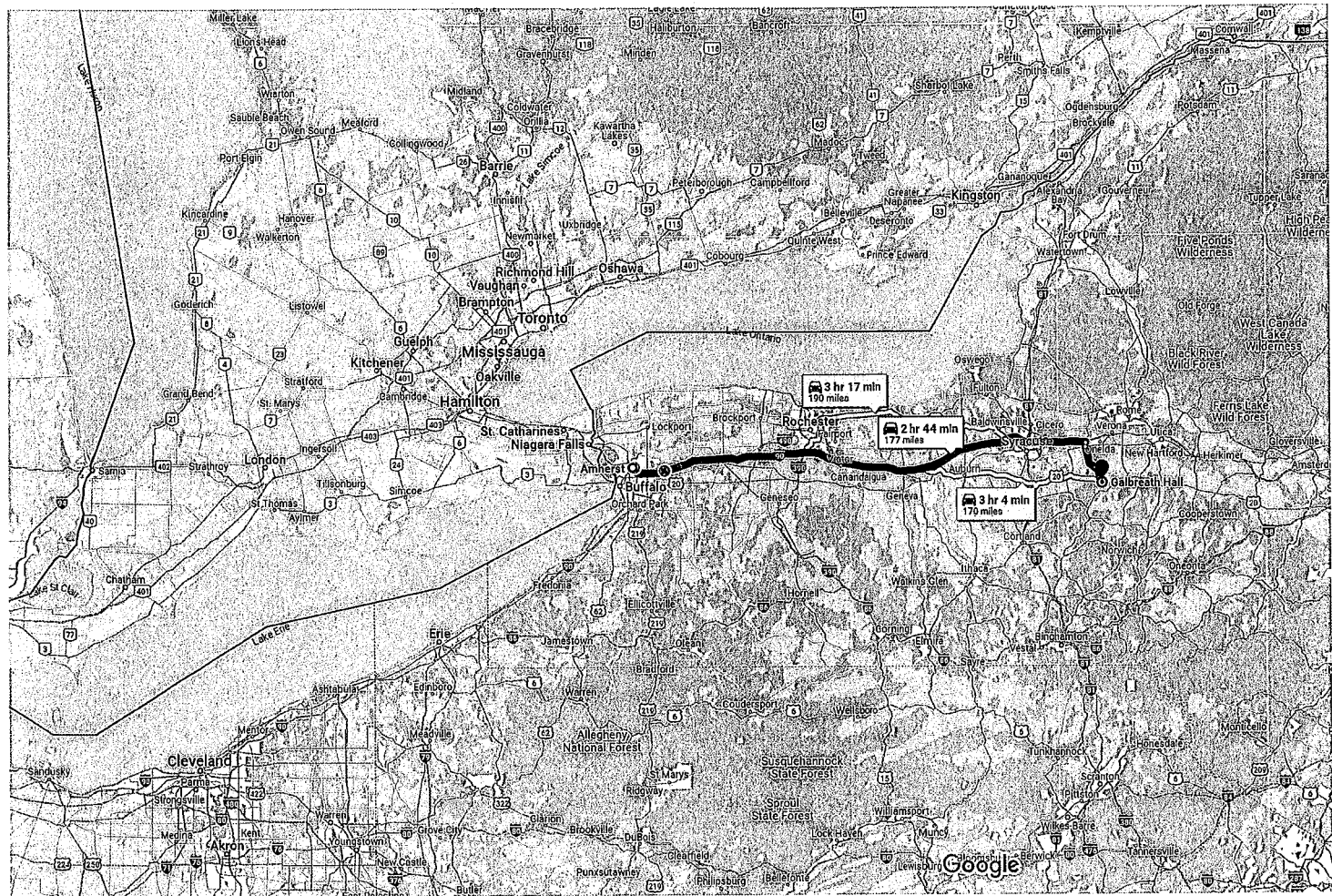


Attachment: kohut basic ops blk-06172024141929 (RES-2024-570 : Travel Request)

Google Maps

Amherst, New York to Galbreath Hall, South St, Morrisville, NY 13408

Drive 177 miles, 2 hr 44 min



Map data ©2024 Google 20 mi

Amherst
New York

⚠ This route has tolls.

- Get on I-290 E from Campus Dr W
- 2 min (0.7 mi)
- ↑ 1. Head east on Campus Dr W
 - ↗ 2. Turn right onto Campus Ln
 - ↖ 3. Turn left at the 1st cross street onto Harlem Rd
 - ↗ 4. Turn right to merge onto I-290 E
- 0.3 mi
- 0.1 mi
- 285 ft
- 0.2 mi

- Follow I-90 E to NY-13 S/N Peterboro St in Canastota. Take exit 34 from I-90 E
- 2 hr 21 min (161 mi)
- ↗ 5. Merge onto I-290 E
 - ↖ 6. Use the left 2 lanes to take exit 1-49 to merge onto I-90 E toward Albany
 - ⚠ Toll road
 - ↗ 7. Take exit 34 for NY-13 toward Canastota/Oneida
 - ⚠ Toll road
- 1.8 mi
- 159 mi
- 0.5 mi

Attachment: kohut basic ops blk-06172024141929 (RES-2024-570 : Travel Request)

Take Oxbow Rd and Swamp Rd to your destination in Morrisville

- 23 min (15.7 mi)
- ↩

8. Turn left onto NY-13 S/N Peterboro St

1.3 mi
- ↑

9. Continue straight onto Oxbow Rd

8.4 mi
- ↩

10. Turn left onto Peterboro Rd

0.2 mi
- ↷

11. Turn right onto Swamp Rd

4.9 mi
- ↑

12. Continue onto Cedar St

0.5 mi
- ↩

13. Turn left onto Main St

0.3 mi
- ↷

14. Turn right onto South St

207 ft
- ↷

15. Turn right

📍

Destination will be on the right

0.1 mi

Galbreath Hall

Attachment: kohut basic ops blk-06172024141929 (RES-2024-570 : Travel Request)

Toll and Distance Calculator

Tolls Rates Effective Jan. 1, 2024

Tolls from
Exit 50 - (I-90 - NYS Thruway) - Niagara Falls - I-290
to
Exit 34 - (I-90 - NYS Thruway) - Canastota - Oneida - Chittenango - NY Route 13

Additional E-ZPass discount plans are available for commuters, motorcycles, motorhomes And other vehicles.
The table below represents your anticipated tolls.

TOLLS FOR A CLASS 2L VEHICLE

TOLL LOCATIONS	NY E-ZPASS TOLLS *	NON-NY E-ZPASS & TOLLS BY MAIL *
Williamsville Highway Gantry --> Exit 47 (I-90 - NYS Thruway)	\$1.96	\$3.43
Exit 47 (I-90 - NYS Thruway) --> Exit 46 (I-90 - NYS Thruway)	\$0.76	\$1.32
Exit 46 (I-90 - NYS Thruway) --> Exit 45 (I-90 - NYS Thruway)	\$0.54	\$0.94
Exit 45 (I-90 - NYS Thruway) --> Exit 44 (I-90 - NYS Thruway)	\$0.18	\$0.32
Exit 44 (I-90 - NYS Thruway) --> Exit 39 (I-90 - NYS Thruway)	\$2.70	\$4.73
Exit 39 (I-90 - NYS Thruway) --> Exit 36 (I-90 - NYS Thruway)	\$0.31	\$0.54
Exit 36 (I-90 - NYS Thruway) --> Exit 35 (I-90 - NYS Thruway)	\$0.19	\$0.33
Exit 35 (I-90 - NYS Thruway) --> Exit 34A (I-90 - NYS Thruway)	\$0.11	\$0.19
Exit 34A (I-90 - NYS Thruway) --> Exit 34 (I-90 - NYS Thruway)	\$0.71	\$1.24
Total	\$7.46	\$13.04
NY E-ZPASS CUSTOMERS WILL SAVE \$5.58. DISCOUNT APPLIES TO E-ZPASSNY ACCOUNTS ONLY		

* Tolls that post to E-ZPass accounts by license plate will be charged the Tolls by Mail rate.

Approximate Distance: 158.8 miles

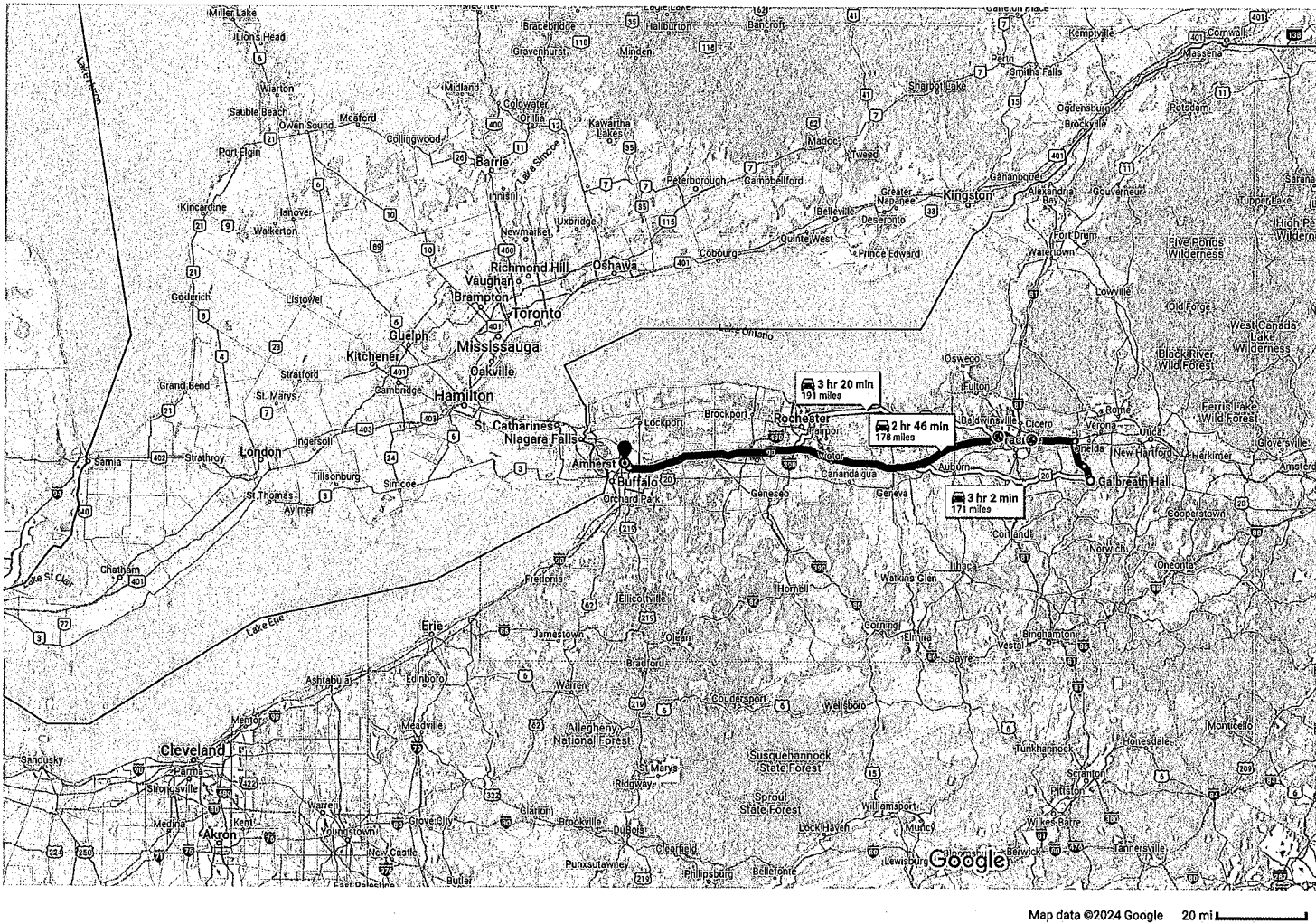
Calculate return tolls for Canastota - Oneida - Chittenango - NY Route 13 to Niagara Falls - I-290

ALONG YOUR TRIP, YOU WILL PASS THE FOLLOWING SERVICE AREAS

SERVICE AREA	MILEPOST
Pembroke Service Area	Milepost 397
Scottsville Service Area	Milepost 366
Clifton Springs Service Area	Milepost 337
Port Byron Service Area	Milepost 310
DeWitt Service Area	Milepost 280

Calculate Another Trip

Back



Galbreath Hall
South St, Morrisville, NY 13408

▲ This route has tolls.

Get on I-90 W in Canastota from Swamp Rd and Oxbow Rd
25 min (16.5 ml)

- ↑ 1. Head north toward South St
151 ft
- ↪ 2. Turn right toward South St
151 ft
- ↶ 3. Turn left onto South St
410 ft
- ↶ 4. Turn left onto Main St
0.3 mi
- ↪ 5. Turn right onto Cedar St
0.5 mi
- ↑ 6. Continue onto Swamp Rd
4.9 mi
- ↶ 7. Turn left onto Peterboro Rd
0.2 mi
- ↪ 8. Turn right onto Oxbow Rd/Peterboro Rd
8.4 mi
- ⓘ Continue to follow Oxbow Rd
- ↑ 9. Continue onto S Peterboro St
1.3 mi
- ↗ 10. Turn right to merge onto I-90 W
▲ Toll road
0.8 mi

Follow I-90 W to NY-324 W/Sheridan Dr in Amherst. Take exit 6 from I-290 W

- 2 hr 20 min (160 mi)

11.

Merge onto I-90 W

Toll road

158 mi

12.

Use the right 2 lanes to take exit 50 toward I-290/Niagara Fls

Toll road

0.4 mi

13.

Continue onto I-290 W

1.8 mi

14.

Take exit 6 for NY-324/Sheridan Dr toward NY-240/Harlem Rd

0.2 mi

Follow NY-324 W/Sheridan Dr to Campus Dr W in Amherst

- 3 min (0.8 mi)

15.

Use the left 2 lanes to turn left onto NY-324 W/Sheridan Dr

0.3 mi

16.

Turn left onto Campus Dr

0.2 mi

17.

Turn right onto Campus Dr W

0.3 mi

Amherst
New York

Attachment: kohut basic ops blk-06172024141929 (RES-2024-570 : Travel Request)

Thruway Authority

From

Toll and Distance Calculator

Tolls Rates Effective Jan. 1, 2024

Tolls from
Exit 34 - (I-90 - NYS Thruway) - Canastota - Oneida - Chittenango - NY Route 13
 to
Exit 50 - (I-90 - NYS Thruway) - Niagara Falls - I-290

Additional E-ZPass discount plans are available for commuters, motorcycles, motorhomes And other vehicles.
 The table below represents your anticipated tolls.

TOLLS FOR A CLASS 2L VEHICLE

TOLL LOCATIONS	NY E-ZPASS TOLLS *	NON-NY E-ZPASS & TOLLS BY MAIL *
Exit 34 (I-90 - NYS Thruway) --> Exit 34A (I-90 - NYS Thruway)	\$0.71	\$1.24
Exit 34A (I-90 - NYS Thruway) --> Exit 35 (I-90 - NYS Thruway)	\$0.11	\$0.19
Exit 35 (I-90 - NYS Thruway) --> Exit 36 (I-90 - NYS Thruway)	\$0.19	\$0.33
Exit 36 (I-90 - NYS Thruway) --> Exit 39 (I-90 - NYS Thruway)	\$0.31	\$0.54
Exit 39 (I-90 - NYS Thruway) --> Exit 44 (I-90 - NYS Thruway)	\$2.70	\$4.73
Exit 44 (I-90 - NYS Thruway) --> Exit 45 (I-90 - NYS Thruway)	\$0.18	\$0.32
Exit 45 (I-90 - NYS Thruway) --> Exit 46 (I-90 - NYS Thruway)	\$0.54	\$0.94
Exit 46 (I-90 - NYS Thruway) --> Exit 47 (I-90 - NYS Thruway)	\$0.76	\$1.32
Exit 47 (I-90 - NYS Thruway) --> Williamsville Highway Gantry	\$1.96	\$3.43
Total	\$7.46	\$13.04
NY E-ZPASS CUSTOMERS WILL SAVE \$5.58. DISCOUNT APPLIES TO E-ZPASSNY ACCOUNTS ONLY		

* Tolls that post to E-ZPass accounts by license plate will be charged the Tolls by Mail rate.

Approximate Distance: 158.8 miles

Calculate return tolls for Niagara Falls - I-290 to Canastota - Oneida - Chittenango - NY Route 13

ALONG YOUR TRIP, YOU WILL PASS THE FOLLOWING SERVICE AREAS

SERVICE AREA	MILEPOST
Chittenango Service Area	Milepost 266
Warners Service Area	Milepost 292
Junius Ponds Service Area	Milepost 324
Seneca Service Area	Milepost 350
Ontario Service Area	Milepost 376
Clarence Service Area	Milepost 412

[Calculate Another Trip](#)
[Back](#)

Attachment: kohut basic ops blk-06172024141929 (RES-2024-570 : Travel Request)

Language English ▼

Join

Sign In **Hilton**

FOR THE STAY™

Your Stay[Edit Stay](#) Hampton Inn & Suites Cazenovia Sun, Aug 18 – Sat, Aug 31, 2024 (13 nights) 1 room for 1 adult**Hampton Inn & Suites Cazenovia**25 Lakers LnCazenovia, New York 13035 USA [Hotel details >](#)**Select a Room****Step 1 of 3****Your stay with Hampton by Hilton includes**

- ✓ Free hot breakfast
- ✓ Free parking
- ✓ Free WiFi
- ✓ Non-smoking rooms
- ✓ Indoor pool
- ✓ Fitness center
- ✓ Pet-friendly rooms

Special Rates**Use Points & Money****Accessible Rooms****Filter By:****Connecting Rooms**

4 rooms found. We're showing the average price per night.

Select currency 

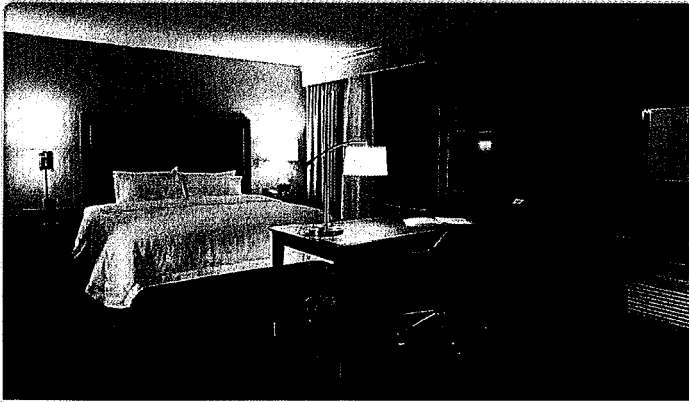
USD - US Dollar



**1 King Mobility Accessible Tub
W/sofabed Ns**



**1 King Mobility Access Ri Shwr
W/sofabed Ns**

[Room details >](#)**Book From \$191****1 King Microwv/fridge/wet Bar Studio Suite Ns**[Room details >](#)**Book From \$200**[Room details >](#)**Book From \$191****1 King Mobility/hearing Access Tub Studio Ns**[Room details >](#)**Book From \$200**

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Attachment: kohut basic ops blk-06172024141929 (RES-2024-570 : Travel Request)



FY 2024 Per Diem Rates for ZIP Code 13408

Meals & Incidentals (M&IE) rates and breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Standard Rate	Applies for all locations without specified rates	\$59	\$13	\$15	\$26	\$5	\$44.25

Attachment: kohut basic ops blk-06172024141929 (RES-2024-570 : Travel Request)

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

- ☐ Travel in New York State and under \$750 - Department Head Approval
- ☒ Travel in New York State \$750 and over - Department Head Approval and Town Board Approval
- ☐ Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
		Eng.-Plant 16	716-691-9771

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
8/18/2024	8/31/2024	Environmental Training Center, SUNY Morrisville, Morrisville, NY	Basic Operations 8/19-8/30/24

Expenses

	Estimated	Budget A/C #	Actual
Transportation:			
Mileage 354 @ \$0.67	\$237.18	G9916-4040	
Tolls	\$26.08	G9916-4040	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights 13 @ \$ 191.00	\$2,483.00	G9916-4040	
Meals:			
IRS Per Diem Per Day: \$59.00			
1st & Last Day of Travel @ 75% \$44.25	\$88.50	G9916-4040	
# Breakfasts 12@ \$ 13.00	\$156.00	G9916-4040	
# Lunches 12 @ \$ 15.00	\$180.00	G9916-4040	
# Dinners 12 @ \$ 26.00	\$312.00	G9916-4040	
# Incidentals 12@ \$ 5.00	\$60.00	G9916-4040	
Registration/Conference Fee	\$975.00	G9916-4850	
Textbooks - already received	\$0.00	G9916-4850	
Other			
Subtotal	\$4,517.76		N/A
Contingency - 10% of subtotal or \$200	\$451.776		N/A
TOTAL	\$4,969.54		

Request Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: DOC061724-06172024144048 (RES-2024-570 : Travel Request)



Basic Operations

Monday, August 19, 2024 - Friday, August 30, 2024

Register

Registration open through 8/12/2024 11:59 PM Eastern Time (US & Canada)

[Register Now](#)

Details

\$975.00 - This 60 hour course is designed and approved by the NYS Department of Environmental Conservation to prepare wastewater treatment plant operators for the certification exam. Textbooks for the course are *Operation of Wastewater Treatment Plants, Volumes I and II, 8th Edition*, by the University of California at Sacramento. You can order in advance from the campus bookstore by calling 315-684-6073. Participants must bring their own simple calculator.

ETC students can now purchase their manuals on the Campus Store's website at <https://bookstore.morrisville.edu/category/10004437>. Shipping is \$14 for the first manual, +\$2 for each additional manual.

Prerequisites

Basic Operations

Price

Registration is \$975.00

Location

Galbreath Hall 141

About Us



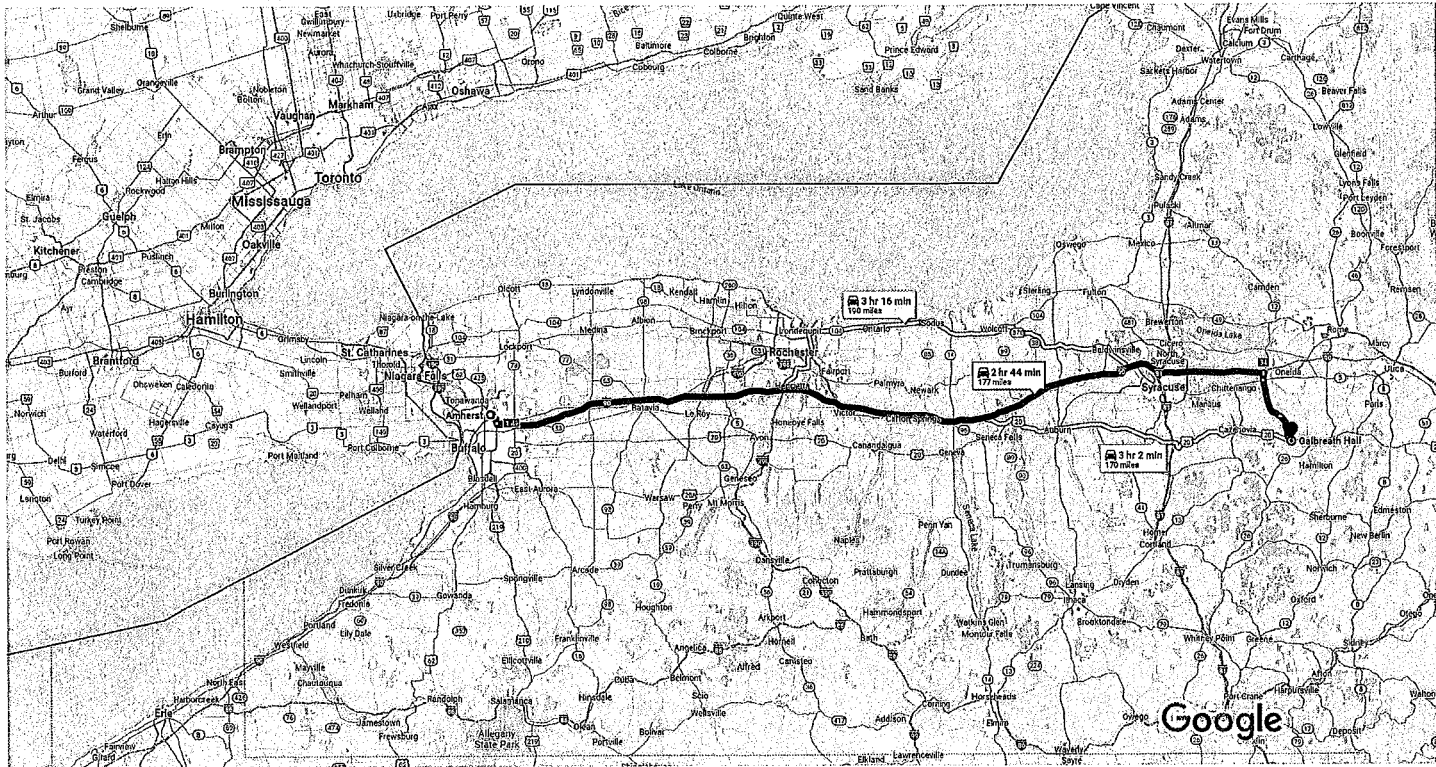
Attachment: DOC061724-06172024144048 (RES-2024-570 : Travel Request)

*TOX

Google Maps

Amherst, New York to Galbreath Hall, South St,
Morrisville, NY 13408

Drive 177 miles, 2 hr 44 min



Map data ©2024 Google 10 mi

Amherst
New York

⚠ This route has tolls.

Get on I-290 E

- 2 min (0.8 mi)
- ↑ 1. Head south on NY-324 E/Sheridan Dr toward
Sheridan Dr
- 0.4 mi
- ➡ 2. Turn right onto NY-240 S/Harlem Rd
- 0.1 mi
- ⬆ 3. Turn left to merge onto I-290 E
- 0.2 mi

Follow I-90 E to NY-13 S/N Peterboro St in Canastota. Take
exit 34 from I-90 E

- 2 hr 20 min (161 mi)
- ⬆ 4. Merge onto I-290 E
- 1.8 mi
5. Use the left 2 lanes to take exit 1-49 to merge onto
I-90 E toward Albany
- ⚠ Toll road
- 159 mi

Attachment: DOC061724-06172024144048 (RES-2024-570 : Travel Request)

- 6. Take exit 34 for NY-13 toward Canastota/Oneida
▲ Toll road
0.5 mi

Take Oxbow Rd and Swamp Rd to your destination in Morrisville

- 23 min (15.7 mi)
- ↶ 7. Turn left onto NY-13 S/N Peterboro St
1.3 mi
- ↑ 8. Continue straight onto Oxbow Rd
8.4 mi
- ↶ 9. Turn left onto Peterboro Rd
0.2 mi
- 10. Turn right onto Swamp Rd
4.9 mi
- ↑ 11. Continue onto Cedar St
0.5 mi
- ↶ 12. Turn left onto Main St
0.3 mi
- 13. Turn right onto South St
207 ft
- 14. Turn right
Destination will be on the right
0.1 mi

Galbreath Hall

South St, Morrisville, NY 13408

Thruway Authority

Toll and Distance Calculator

Tolls Rates Effective Jan. 1, 2024

**Tolls from
Exit 50 - (I-90 - NYS Thruway) - Niagara Falls - I-290
to**

Exit 34 - (I-90 - NYS Thruway) - Canastota - Oneida - Chittenango - NY Route 13

Additional E-ZPass discount plans are available for commuters, motorcycles, motorhomes And other vehicles.
The table below represents your anticipated tolls.

TOLLS FOR A CLASS 2L VEHICLE

TOLL LOCATIONS	NY E-ZPASS TOLLS *	NON-NY E-ZPASS & TOLLS BY MAIL *
Williamsville Highway Gantry --> Exit 47 (I-90 - NYS Thruway)	\$1.96	\$3.43
Exit 47 (I-90 - NYS Thruway) --> Exit 46 (I-90 - NYS Thruway)	\$0.76	\$1.32
Exit 46 (I-90 - NYS Thruway) --> Exit 45 (I-90 - NYS Thruway)	\$0.54	\$0.94
Exit 45 (I-90 - NYS Thruway) --> Exit 44 (I-90 - NYS Thruway)	\$0.18	\$0.32
Exit 44 (I-90 - NYS Thruway) --> Exit 39 (I-90 - NYS Thruway)	\$2.70	\$4.73
Exit 39 (I-90 - NYS Thruway) --> Exit 36 (I-90 - NYS Thruway)	\$0.31	\$0.54
Exit 36 (I-90 - NYS Thruway) --> Exit 35 (I-90 - NYS Thruway)	\$0.19	\$0.33
Exit 35 (I-90 - NYS Thruway) --> Exit 34A (I-90 - NYS Thruway)	\$0.11	\$0.19
Exit 34A (I-90 - NYS Thruway) --> Exit 34 (I-90 - NYS Thruway)	\$0.71	\$1.24
Total	\$7.46	\$13.04
NY E-ZPASS CUSTOMERS WILL SAVE \$5.58. DISCOUNT APPLIES TO E-ZPASSNY ACCOUNTS ONLY		

* Tolls that post to E-ZPass accounts by license plate will be charged the Tolls by Mail rate.

Approximate Distance: 158.8 miles

Calculate return tolls for Canastota - Oneida - Chittenango - NY Route 13 to Niagara Falls - I-290

ALONG YOUR TRIP, YOU WILL PASS THE FOLLOWING SERVICE AREAS

SERVICE AREA	MILEPOST
Pembroke Service Area	Milepost 397
Scottsville Service Area	Milepost 366
Clifton Springs Service Area	Milepost 337

SERVICE AREA	MILEPOST
Port Byron Service Area	Milepost 310
DeWitt Service Area	Milepost 280

Calculate Another Trip

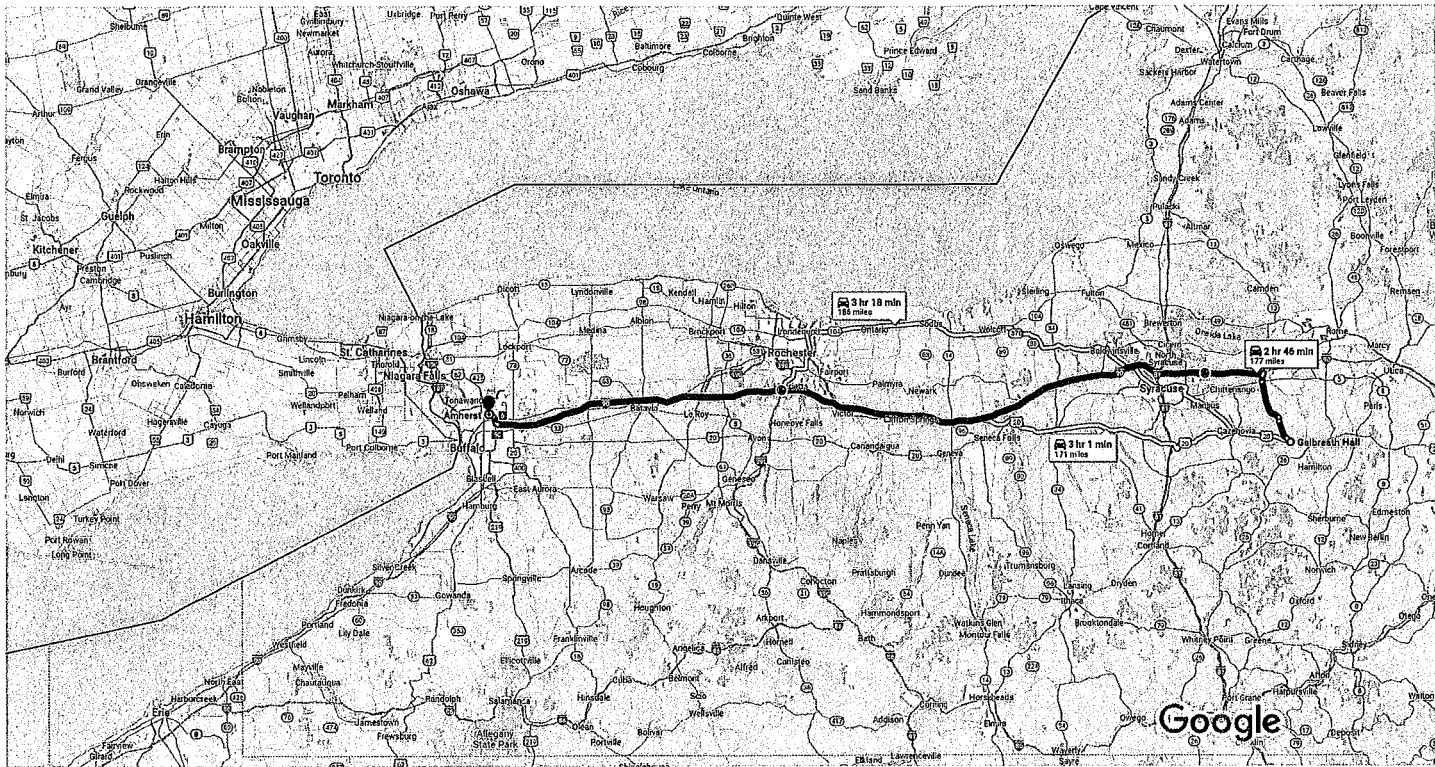
Back

Attachment: DOC061724-06172024144048 (RES-2024-570 : Travel Request)

Google Maps

Galbreath Hall, South St, Morrisville, NY 13408 to Amherst, New York

Drive 177 miles, 2 hr 46 min



Map data ©2024 Google 10 mi

Galbreath Hall
South St, Morrisville, NY 13408

▲ This route has tolls.

Get on I-90 W in Canastota from Old County Rd and Oxbow Rd

- 24 min (16.4 mi)
- ↑

1. Head north toward South St

151 ft
- ↘

2. Turn right toward South St

151 ft
- ↙

3. Turn left onto South St

410 ft
- ↙

4. Turn left onto Main St

0.3 mi
- ↘

5. Turn right onto Cedar St

0.5 mi
- ↑

6. Continue onto Swamp Rd

0.3 mi
- ↙

7. Turn left onto Old County Rd

3.9 mi
- ↘

8. Turn right onto Pleasant Valley Rd

0.7 mi

Attachment: DOC061724-06172024144048 (RES-2024-570 : Travel Request)

- ↑ 9. Continue onto Oxbow Rd/Peterboro Rd
 - i Continue to follow Oxbow Rd
 - 8.4 mi
- ↑ 10. Continue onto S Peterboro St
 - 1.3 mi
- ↗ 11. Turn right to merge onto I-90 W
 - ▲ Toll road
 - 0.8 mi

Follow I-90 W to NY-324 W/Sheridan Dr in Amherst. Take exit 6 from I-290 W

- ↗ 12. Merge onto I-90 W
 - ▲ Toll road
 - 158 mi
- ↘ 13. Use the right 2 lanes to take exit 50 toward I-290/Niagara Fls
 - ▲ Toll road
 - 0.4 mi
- ↗ 14. Continue onto I-290 W
 - 1.8 mi
- ↘ 15. Take exit 6 for NY-324/Sheridan Dr toward NY-240/Harlem Rd
 - 0.2 mi
- ↶ 16. Use the left 2 lanes to turn left onto NY-324 W/Sheridan Dr
 - 2 min (0.5 mi)

Amherst
New York

Thruway Authority

From

Toll and Distance Calculator**Tolls Rates Effective Jan. 1, 2024**

Tolls from
Exit 34 - (I-90 - NYS Thruway) - Canastota - Oneida - Chittenango - NY Route 13
to
Exit 50 - (I-90 - NYS Thruway) - Niagara Falls - I-290

Additional E-ZPass discount plans are available for commuters, motorcycles, motorhomes And other vehicles.
 The table below represents your anticipated tolls.

TOLLS FOR A CLASS 2L VEHICLE

TOLL LOCATIONS	NY E-ZPASS TOLLS *	NON-NY E-ZPASS & TOLLS BY MAIL *
Exit 34 (I-90 - NYS Thruway) --> Exit 34A (I-90 - NYS Thruway)	\$0.71	\$1.24
Exit 34A (I-90 - NYS Thruway) --> Exit 35 (I-90 - NYS Thruway)	\$0.11	\$0.19
Exit 35 (I-90 - NYS Thruway) --> Exit 36 (I-90 - NYS Thruway)	\$0.19	\$0.33
Exit 36 (I-90 - NYS Thruway) --> Exit 39 (I-90 - NYS Thruway)	\$0.31	\$0.54
Exit 39 (I-90 - NYS Thruway) --> Exit 44 (I-90 - NYS Thruway)	\$2.70	\$4.73
Exit 44 (I-90 - NYS Thruway) --> Exit 45 (I-90 - NYS Thruway)	\$0.18	\$0.32
Exit 45 (I-90 - NYS Thruway) --> Exit 46 (I-90 - NYS Thruway)	\$0.54	\$0.94
Exit 46 (I-90 - NYS Thruway) --> Exit 47 (I-90 - NYS Thruway)	\$0.76	\$1.32
Exit 47 (I-90 - NYS Thruway) --> Williamsville Highway Gantry	\$1.96	\$3.43
Total	\$7.46	\$13.04
NY E-ZPASS CUSTOMERS WILL SAVE \$5.58. DISCOUNT APPLIES TO E-ZPASSNY ACCOUNTS ONLY		

* Tolls that post to E-ZPass accounts by license plate will be charged the Tolls by Mail rate.

Approximate Distance: 158.8 miles

Calculate return tolls for Niagara Falls - I-290 to Canastota - Oneida - Chittenango - NY Route 13

ALONG YOUR TRIP, YOU WILL PASS THE FOLLOWING SERVICE AREAS

SERVICE AREA	MILEPOST
Chittenango Service Area	Milepost 266
Warners Service Area	Milepost 292
Junius Ponds Service Area	Milepost 324
Seneca Service Area	Milepost 350
Ontario Service Area	Milepost 376
Clarence Service Area	Milepost 412

[Calculate Another Trip](#)
[Back](#)



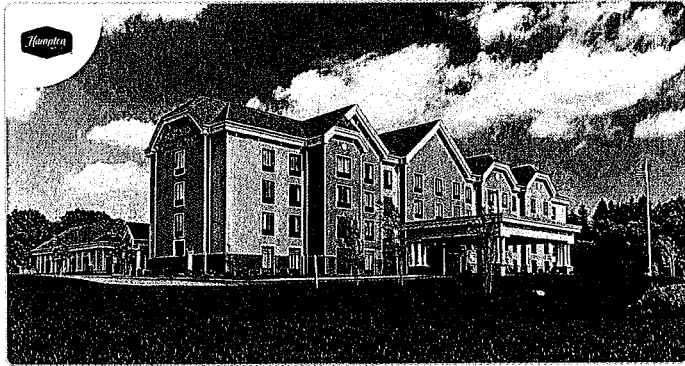
Your Stay

[Edit Stay](#)

 Hampton Inn & Suites Cazenovia

 Sun, Aug 18 – Sat, Aug 31, 2024 (13 nights)

 1 room for 1 adult



Hampton Inn & Suites Cazenovia

25 Lakers Ln

Cazenovia, New York 13035 USA 

[Hotel details >](#)

Select a Room

Step 1 of 3

Your stay with Hampton by Hilton includes

- ✓ Free hot breakfast
- ✓ Free parking
- ✓ Free WiFi
- ✓ Non-smoking rooms
- ✓ Indoor pool
- ✓ Fitness center
- ✓ Pet-friendly rooms

Special Rates



Use Points & Money



Accessible Rooms

Filter By:

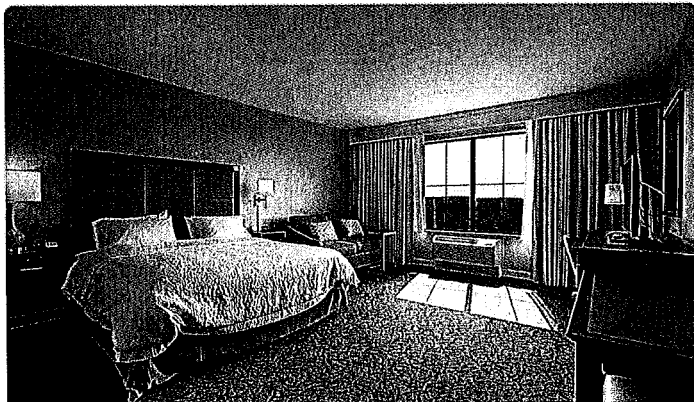


Connecting Rooms

4 rooms found. We're showing the average price per night.

Select currency 

USD - US Dollar



1 King Mobility Accessible Tub
W/sofabed Ns



1 King Mobility Access Ri Shwr
W/sofabed Ns

[Room details >](#)**Book From \$191**

1 King Microwv/fridge/wet Bar Studio Suite Ns

[Room details >](#)**Book From \$200**[Room details >](#)**Book From \$191**

1 King Mobility/hearing Access Tub Studio Ns

[Room details >](#)**Book From \$200**

How can we help?

Request a Call

Customer Support

Online reservation assistance.

[Hilton Honors Discount Terms & Conditions](#)
[Global Privacy Statement](#)
[Web Accessibility](#)
[Site Usage Agreement](#)
[Modern Slavery and Human Trafficking](#)
[AdChoices](#)
[Hilton Hotline](#)

©2024 Hilton

Attachment: DOC061724-06172024144048 (RES-2024-570 : Travel Request)



FY 2024 Per Diem Rates for ZIP Code 13408

Meals & Incidentals (M&IE) rates and breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Standard Rate	Applies for all locations without specified rates	\$59	\$13	\$15	\$26	\$5	\$44.25

Attachment: DOC061724-06172024144048 (RES-2024-570 : Travel Request)



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 06/24/24 07:00 PM
 Department: Sewer/Plant 16
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 29144

RESOLUTION 2024-571

ADOPTED

Evoqua A1000 Transducers Koester Associates, Inc. CRS - 4836

The Engineering Department, WPCF Division is requesting that the Town Board authorize the Supervisor to sign a quotation contract with Koester Associates, Inc. This would be for the purchase four Evoqua A1000 Transducers as listed on the attached Koester Associates quote 0002475, dated April 09, 2024. The total cost for this purchase is \$8,687.16.

The WPCF would also ask the Town Board for a waiver from insurance requirements, as Koester Associates would utilize a third party delivery service.

Funds will be available in G9916-4929.

Thank you for considering this request.

6/24/2024

Consent

FINANCIAL IMPACT:

G9916-4929

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

Dean, Tom

From: Infotech Services
Sent: Tuesday, June 11, 2024 12:36 PM
To: Burroughs, Jeffrey; Dean, Tom; Atkins, John; Russell, Crystal; Zigrossi, Jessica; Armstrong, Brian; Suszynski, Jerome; Burroughs, Nicole; Sliwa, Renee M.
Subject: Contract Approval: CRS ID #4836

CRS ID #: 4836

Title: Evoqua A1000 Transducers

Vendor: Koester Associates

Contract Type: Quotation Contract

Contract #4836 for Koester Associates has been approved by the Attorney's Office and is ready to be placed on the Town Board agenda.

You are required to submit three (3) original signed (by vendor) contract packets to the Attorney's Office no later than the Friday before the Town Board Meeting. Please print out this approval email and attach it to the original contracts being submitted to the Town Attorney's office. Thank you.

Comment:

[https://intranet/acms/cont_crs_main_rte_list.php?q=\(rec_crs_id~equals~4836\)](https://intranet/acms/cont_crs_main_rte_list.php?q=(rec_crs_id~equals~4836))

Attachment: DOC061824-06182024083836 (RES-2024-571 : Evoqua A1000 Transducers)

AGREEMENT

Let this document stand as an Agreement between Koester Associates Inc. and the Town of Amherst permitting the Town of Amherst to purchase the items listed on Koester quote 0002475, dated 4/9/2024. The term of this contract will be from date of Town Board Approval by the Town of Amherst through June 30, 2024

Agreed to and Accepted by:

KOESTER ASSOCIATES, INC.

By: 
Signature
Sarah Nickal
Printed name
Parts Coordinator
Title

Date: 5/14/24

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____



Sole Source Letter

Date: 2024
Subject: Sole Source

This document is to confirm that Evoqua Water Technologies LLC is the sole source and the original manufacturer/supplier of the Wallace & Tiernan products and is the only source for replacement parts through our representative Koester Associates.

If I can be of further assistance or should you have any questions, please feel free to contact me.

Sincerely,

William Moore

Evoqua Water Technologies LLC

Attachment: DOC061824-06182024083836 (RES-2024-571 : Evoqua A1000 Transducers)



QUOTATION		
DATE	NUMBER	PAGE
4/9/2024	0002475	1 of 1

B TOA004
I TOWN OF AMHERST WWTP
L 455 TONAWANDA CREEK RD
L AMHERST, NY 14228
T US
O

S TOWN OF AMHERST
H 455 TONAWANDA CREEK RD
I AMHERST, NY 14228
P US
T
O

Accepted By: _____

Company: _____

Date: _____

PO#: _____

Ship To: _____

ATTENTION:

716-691-9771 X8011 JATKINS@AMHERST.NY.US

JOHN ATKINS

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

TERMS: NET 30

CUSTOMER REF/PO#		JOB TITLE	SLP	SHIPPING TYPE	
		SENSOR WITH CABLE, EVOQUA	PAS/SEN	BEST WAY PP&ADD	
QTY	PART	DESCRIPTION	UNIT PRICE	EXTENDED	
4.00	W2T272375	EVOQUA,A1000 SENSOR 5#	\$1,041.43	\$4,165.72	
4.00	W2T294062	EVOQUA,TRANSDUCER CABLE 60'	\$1,092.86	\$4,371.44	
1.00	KA1247	SHIPPING & HANDLING	\$150.00	\$150.00	

THIS IS AN ESTIMATED AMOUNT. CUSTOMER WILL BE INVOICED
FOR ACTUAL SHIPPING CHARGES INCURRED FROM MFG.

NOTE: INSTALLATION AND START-UP NOT INCLUDED
HOWEVER AVAILABLE UNDER SEPARATE COVER.

THANK YOU FOR THE OPPORTUNITY TO QUOTE.

SARAH NICKAL
PARTS COORDINATOR
SNICKAL@KOESTERASSOCIATES.COM
315-697-3800

This quote is subject to and incorporates by reference Koester Associates ("Koester") Terms & Conditions and Customer Warranty available at www.koesterassociates.com which will be provided by email upon written request. Buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on Koester's website.	
QUOTE VALID FOR 30 DAYS. CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% PROCESSING FEE	TOTAL: \$8,687.16

3101 Seneca Turnpike Canastota, NY 13032 - Phone: 315-697-3800 - Fax: 315-697-3888

www.koesterassociates.com

Attachment: DOC061824-06182024083836 (RES-2024-571 : Evoqua A1000 Transducers)

Addendum to Contract VENDOR NOT ON SITE

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.
2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.
3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.
4. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.
5. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:
 - (a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
 - (b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
 - (c) Affirmative action as required by the Labor Law.
 - (d) Prevention of dust hazard required by Labor Law Section 222-a.
 - (e) Preference in employment of persons required by Labor Law Section 222.
 - (f) Eight-hour workday as required by Labor Law Section 220(2).
 - (g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
 - (h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

Revised 12.30.19 SJS

6. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

7. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

8. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

Koester Associates, Inc.
Print Name of Company

By:

Signature

Pamela J. Leary
Printed name

Date: 5/15/2024

Agreed to and Accepted by:

Town of Amherst

By:

Brian J. Kulpa, Supervisor

Date:

EXHIBIT "I"IRAN DIVESTMENT ACT CERTIFICATION

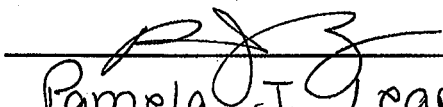
As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: Koester Associates, Inc.
Signature: 
Print Name: Pamela J. Leary
Title: Corporate Secretary
Date: 5/15/2024

Revised 8.2023

Attachment: DOC061824-06182024083836 (RES-2024-571 : Evoqua A1000 Transducers)


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 06/24/24 07:00 PM
 Department: Sewer/Plant 16
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 29147

RESOLUTION 2024-572
ADOPTED

Bid 2023041 – Z-Bar Wheel Loader – Funding Increase Monroe Tractor CRS-CMS 4352-3922

The Engineering Department, WPCF Division is requesting that the Town Board approve an increase of \$4,800.00 to the amount awarded to Bid 2023041 - Z-Bar Wheel Loader. This would be to purchase two sets of Wheel Loader adaptor plates for our JRB 416 Coupler, enabling us to adapt our grit and screenings containers for use with our new wheel loader.

Funds will be available in KP2326-2600.

Thank you for considering this request.

6/24/2024

Consent

FINANCIAL IMPACT:

KP2326-2600

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

Purchase Agreement

Order date: 6/10/24 Acct no. AMHER004Phone: 7166919771Sold To: TOWN OF AMHERST WASTE WATERAddress: 455 TONAWANDA CREEK RD, AMHERST NY, 14228FOB BUFFALO

Store info: Buffalo -5035 Genesee St Buffalo, New York 14225 • 716-681-7100

New/Used/Rental	Stock number	Description (make and model)	Serial number	Price
NEW	ORDER	4 FEMALE PLATE ADAPTER FOR JRB 416 COUPLERS		\$4,800.00
		2 SETS		

Trade-in equipment

Year	Make	Model	Serial #	Hours	Trade allowance	Loan pay off	Net trade equity
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
Subtotal					\$0.00	\$0.00	\$0.00

S&H	
Subtotal	\$4,800.00

Sale price	\$4,800.00
Net trade equity	\$0.00
Net balance	\$4,800.00
Sales tax	
Total	\$4,800.00
Down payment	
Net due	\$4,800.00

☐ Sold as is, no warranty of any kind have been given by dealer or its agent. ☒ Sold with new manufactures warranty

WARRANTY WORK COMPLETED AT DEALERSHIP

Special agreements: _____

Financing terms: **NO TAX INCLUDED IN PRICE**

THERE ARE NO OTHER WARRANTIES MADE BY THE DEALER, EXPRESS OR IMPLIED, OR TO MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DEALER SHALL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER OR NOT ANY WARRANTIES ARE EXTENDED TO BUYER BY DEALER OR MANUFACTURER. ALL WARRANTY REPAIRS MADE UNDER THIS AGREEMENT MUST BE MADE IN DEALER'S SHOP AND BUYER IS RESPONSIBLE FOR HAULING EQUIPMENT FOR REPAIR. NO WARRANTY IS GIVEN BY THE DEALER FOR TIRES, BATTERIES, OR ACCESSORIES. BUYER IS FULLY RESPONSIBLE FOR REPAIRS NECESSITATED BY ACCIDENT, MISUSE, OR NEGLIGENCE. ANY WARRANTY GIVEN BY DEALER UNDER THIS AGREEMENT IS NOT TRANSFERABLE.

Seller: Monroe Tractor & Implement CO., INC.

Purchaser: TOWN OF AMHERST WASTE WATERSalesperson: ANDY PALMERPrint name: TOWN OF AMHERST WASTE WATER

Approved: _____

Signature: _____


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 06/24/24 07:00 PM
 Department: Sewer/Plant 16
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 29150

RESOLUTION 2024-573
ADOPTED

Bid 2023030 Fairbanks Nijhuis Vertical Pump Parts PCS Pump and Process Equipment, Inc. CRS No. 4888

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with PCS Pump and Process Equipment, Inc. The terms and conditions within the current contract will remain the same. This extension will be from the date of Town Board Approval by the Town of Amherst and be effective from August 7, 2024 through August 6, 2025

Funds for this request are available in G9916-4921.

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

Thank you for considering this request.

6/24/2024

Consent

FINANCIAL IMPACT:

G9916-4921

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

AGREEMENT

Let this document stand as an Agreement between PCS Pump and Process, Inc. and the Town of Amherst permitting the Town of Amherst to extend their existing contract with PCS Pump and Process, Inc. Both parties agree that the terms and conditions specified in the executed contract, TOA Bid 2023030 Fairbanks Nijhuis Pump Parts shall remain the same. The term of this contract extension will be from Date of Town Board Approval by the Town of Amherst and run from August 7, 2024 through to August 6, 2025

Agreed to and Accepted by:
PCS PUMP AND PROCESS, INC.

By: P. T.
Signature
Peter Tabone
Printed name
President
Title
Date: 06/05/2024

Agreed to and Accepted by:
TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor
Date: _____



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 06/24/24 07:00 PM
 Department: Sewer/Plant 16
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 29154

RESOLUTION 2024-574

ADOPTED

Bid 2023029 Bulk Liquid Oxygen LINDE Inc. CRS No. 4889

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Linde Inc. The terms and conditions within the current contract Bid 2023029 - Bulk Liquid Oxygen will remain the same. This extension will be from the date of Town Board Approval by the Town of Amherst and be effective from August 7, 2024 through August 6, 2025

Funds for this request are available in G9916-4923 & 4960.

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

Thank you for considering this request.

6/24/2024

Consent

FINANCIAL IMPACT:

G9916-4923 & 4960

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

AGREEMENT

Let this document stand as an Agreement between Linde Inc. and the Town of Amherst permitting the Town of Amherst to extend their existing contract with Linde Inc. Both parties agree that the terms and conditions specified in the executed contract, TOA Bid 2023029 Bulk Liquid Oxygen shall remain the same. The term of this contract extension will be from Date of Town Board Approval by the Town of Amherst and run from August 7, 2024 through to August 6, 2025

Agreed to and Accepted by:
LINDE INC.

By: Diane M. McAvoy
Signature
Diane M. McAvoy
Printed name
Sr. Account Manager
Title

Date: 5/22/24

Agreed to and Accepted by:
TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor
Date: _____

Attachment: DOC061824-06182024105953 (RES-2024-574 : Bid 2023029 Bulk Liquid Oxygen)

Making our world more productive



May 22, 2024

Town of Amherst
Contract Compliance & Administration – 2nd Floor
5583 Main Street
Williamsville, New York 14221

RE: CONTRACT – TOA BID 2023029
DATED: 9/6/23

To Whom It May Concern:

By mutual consent of both Town of Amherst, NY and Linde Inc., the termination date of the above referenced agreement for supplying Liquid Oxygen to your Amherst, NY location will be extended until August 6, 2025. The terms and conditions therein will apply during this period. Pricing will remain firm for Year 1 of the term at \$1.00/ccf.

To accept the above, please sign in the “accepted” spaces below and return one copy of the signed letter via email to municipalbids@linde.com. If you have any questions, please do not hesitate to contact me at (630) 320-4231.

Sincerely,

Kimberley E. Howard
Account Manager

Accepted:

TOWN OF AMHERST, NY

LINDE INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment: DOC061824-06182024105953 (RES-2024-574 : Bid 2023029 Bulk Liquid Oxygen)



Amherst Town Board

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

Francina J. Spoth
Town Clerk

Meeting: 06/24/24 07:00 PM
Department: Town Clerk
DOC ID: 29157

15.1

COMMUNICATION 2024-52

APPROVED

**Correspondence from Sean Hopkins, Esq. - Proposed Project
at 4300 Millerpsort Highway**

Letter from Sean Hopkins, Esq. regarding the proposed Mixed-Use project at 4300
Millersport Highway.

6/24/2024

Request resolution to be placed on July 8th meeting

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



June 17, 2024

Brian J. Kulpa, Town Supervisor
Town of Amherst Town Hall
5583 Main Street
Williamsville, NY 14221

Re: Proposed Mixed-Use Project – Site Plan Review [SP-2022-03A]
4300 Millersport Highway
File 10188.3

Dear Supervisor Kulpa and Councilmembers:

This letter is being submitted on behalf of Cimato & Sons (the “Project Sponsor”) in connection with the above referenced mixed-use project at 4300 Millersport Highway (“Project Site”). During its meeting on May 28th, the Town Board referred my letter dated May 22nd to Town Departments for input. A copy of my letter to the Town Board dated May 22nd with attachments is attached as **Exhibit “A”**.

The Project Sponsor is requesting that the Town Board adopt a resolution during its meeting on June 24th confirming it will accept dedication of the proposed public roadway once the required approvals for the project have been obtained including a Public Improvement Permit, etc.

If you have any questions regarding this letter, please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

Enc.

cc: Jacqueline Berger, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Martin Pollowy, Esq., Town Attorney
Daniel Howard, AICP, Planning Director
Martin Pollowy, Esq., Town Attorney
Steven Floss, Superintendent of Highways

HOPKINS SORGI & MCCARTHY PLLC

Attorneys at Law

5500 Main Street, Suite 343 • Williamsville, New York 14221

Direct: 716-510-4338 • E-mail: shopkins@hsm-legal.com • www.hsmlegal.com

Fred Cimato
Patricia Bittar, P.E., Wm. Schutt & Associates P.C.

EXHIBIT A



May 22, 2024

Brian J. Kulpa, Town Supervisor
Town of Amherst Town Hall
5583 Main Street
Williamsville, NY 14221

Re: Proposed Mixed-Use Project – Site Plan Review [SP-2022-03A]
4300 Millersport Highway
File 10188.3

Dear Supervisor Kulpa and Councilmembers:

This letter is being submitted on behalf of Cimato & Sons (the “Project Sponsor”) in connection with the above referenced mixed-use project at 4300 Millersport Highway (“Project Site”). The Planning Board held a public hearing in connection with the pending request for Site Plan Approval during its meeting on Thursday, May 16th and a topic that was discussed was whether the proposed roadway should be public as proposed or private. A reduced size copy of the Overall Site Plan depicting the project layout is attached as Exhibit “1” and a copy of the PowerPoint presentation given to the Planning Board during the public hearing held on May 16th is attached as Exhibit “2”.¹

The Project Sponsor is requesting that the Town Board adopt a resolution confirming it will accept dedication of the proposed public roadway once the required approvals for the project have been obtained including a Public Improvement Permit, etc.

The benefits of the proposed public roadway include the installation of sidewalks on both sides of the roadway to be built to the Town’s current specifications that will provide access to the attached residential units, the installation of street lighting and school bus access (school buses will not travel down a private roadway).

It is also important to mention that both the Erie County Water Authority and the Erie County Health Department have reviewed the water and sanitary sewer infrastructure plans prepared by Wm. Schutt & Associates P.C. based on the necessary infrastructure being public.

If you have any questions regarding this letter, please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com.

¹ It is also important to mention that a project with the exact same residential density received Site Plan Approval from the Planning Board on February 16, 2023 based on a project layout with a public roadway. A copy of the Site Plan resolution adopted by the Planning Board on February 16, 2023 is attached as Exhibit “3”.

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

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
 Martin Pollowy, Esq., Town Attorney
 Daniel Howard, AICP, Planning Director
 Martin Pollowy, Esq., Town Attorney
 Fred Cimato
 Patricia Bittar, P.E., Wm. Schutt & Associates P.C.

EXHIBIT 1

EXHIBIT 2

AGENDA ITEM #2– Site Plan

Proposed Traditional Neighborhood Development and 2 Mixed-Use Buildings

Address: 4300 Millersport Highway

Petitioner: Cimato & Sons

(SP-2022-03A)

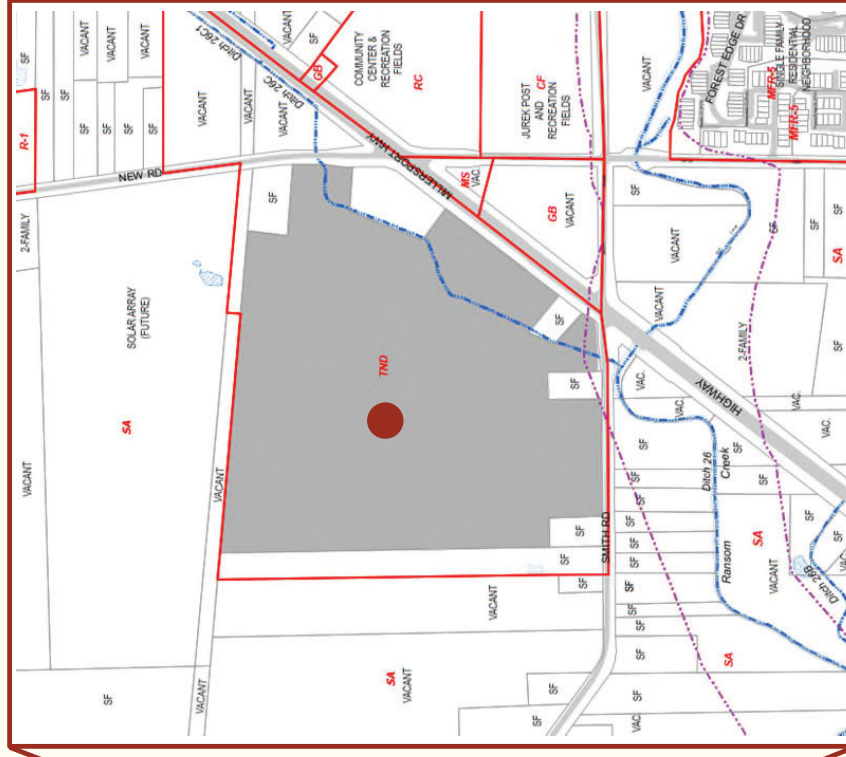
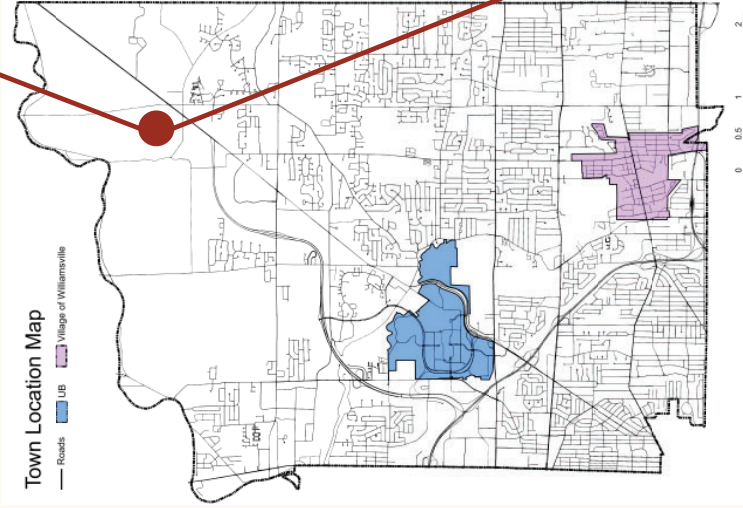


Location:

- The subject property is located at the northwest corner of the intersection of Millersport Highway and Smith Road.

Current Zoning:

- Traditional Neighborhood Development (TND)



Existing Development:

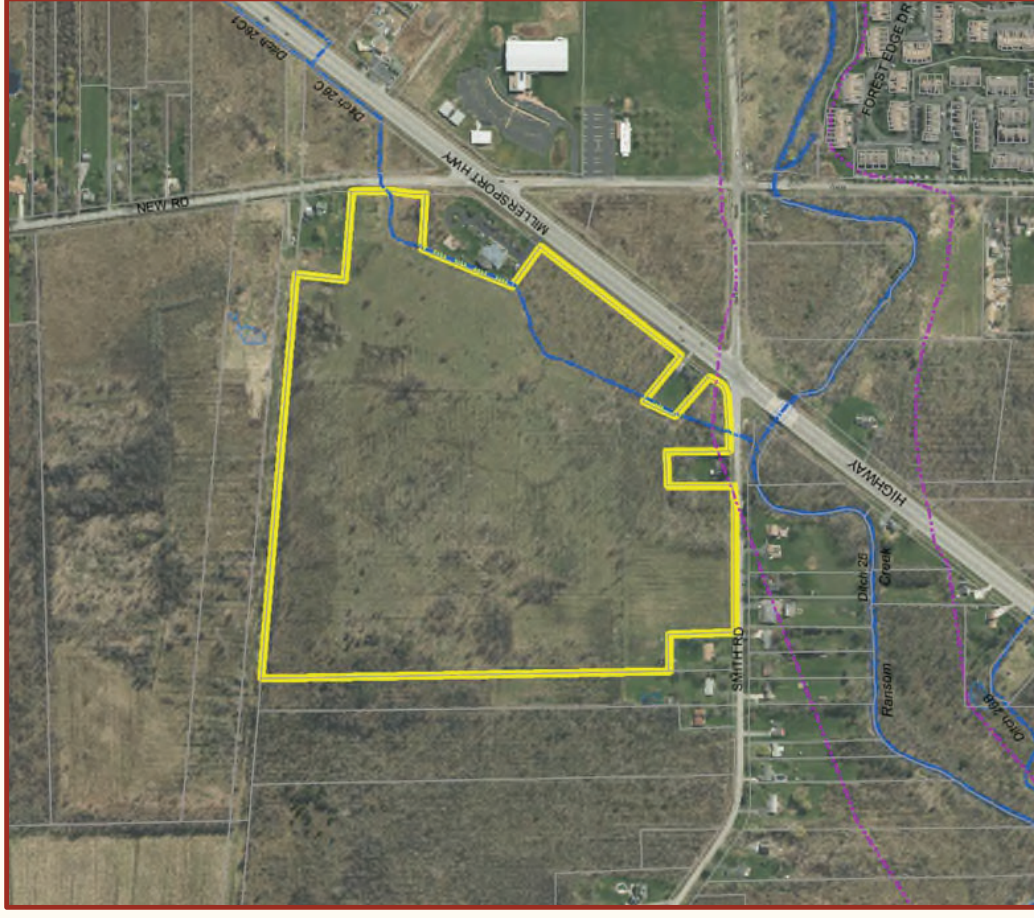
- The subject property is currently undeveloped and with a mix of woodland, wetland and meadow areas.

Development Size:

- 67.2 ± acres (total site)
- 850 ± feet of frontage on Smith Road
- 715 ± feet of frontage on Millersport Hwy

Neighboring Uses:

- North: Solar Array (future)
- South: Single-Family Residential
- East: Community Center/Recreation Fields
- West: Single-Family Residential



Project Description

- Site Plan for a proposed development consisting of 38 patio homes, 40 townhomes (Phase 1), and water, sewer, stormwater and road improvements. The previously proposed Agricultural Park at the north end of the site has been eliminated in order to shift the housing out of the regulated wetlands identified in an updated delineation.



Site Plan

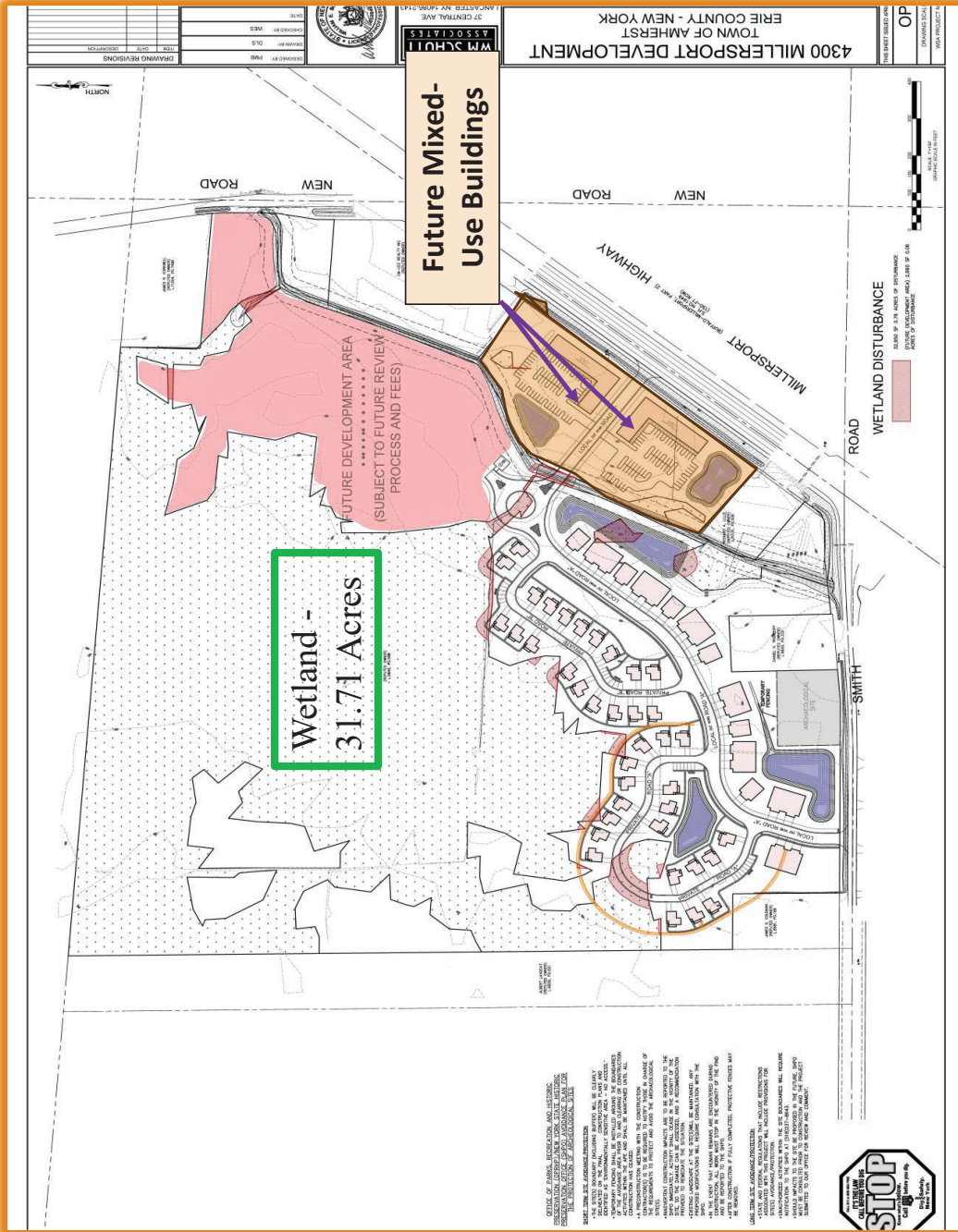


Town of Amherst Planning Board Meeting

May 16, 2024

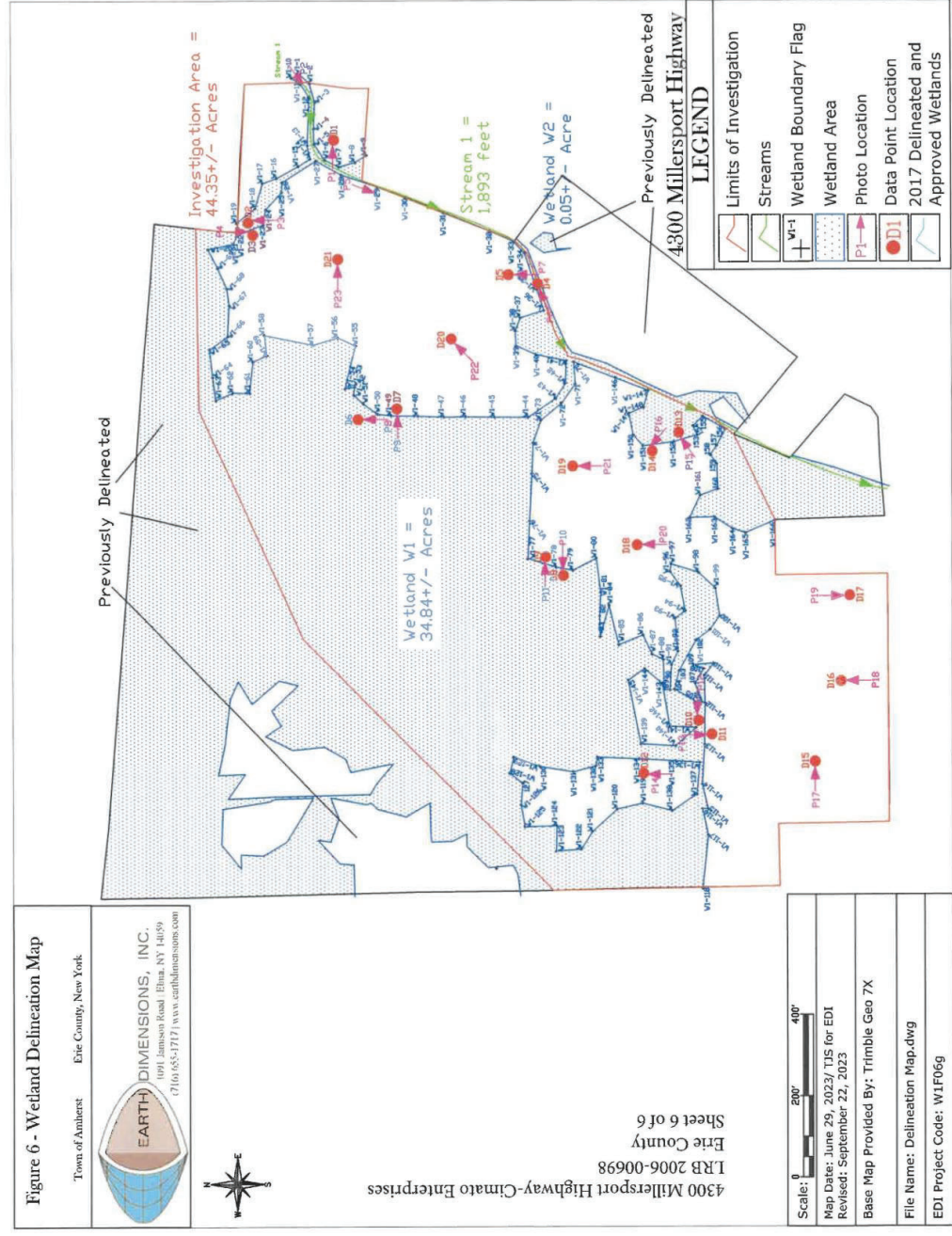
**SITE PLAN APPROVED BY THE
PLANNING BOARD ON FEBRUARY
21, 2023:**

- Project Site is properly zoned Traditional Neighborhood Development (“TND”) pursuant to the Town of Amherst Zoning Map
- Project Site was rezoned by the Town Board to TND to eliminate its previously proposed use as a Wal-Mart Supercenter
- Jurisdictional Determination issued by the USACE on January 17, 2019 [0.76 acres of wetland impacts]
- The residential components of the project consisted of 38 patio homes and 7 townhome buildings consisting of 4 units each and 6 townhome building consisting of 2 unit each [40 total townhome units]
- Future Development Area was previously envisioned for commercial agricultural use per discussions with the Town



UPDATED WETLAND MAP:

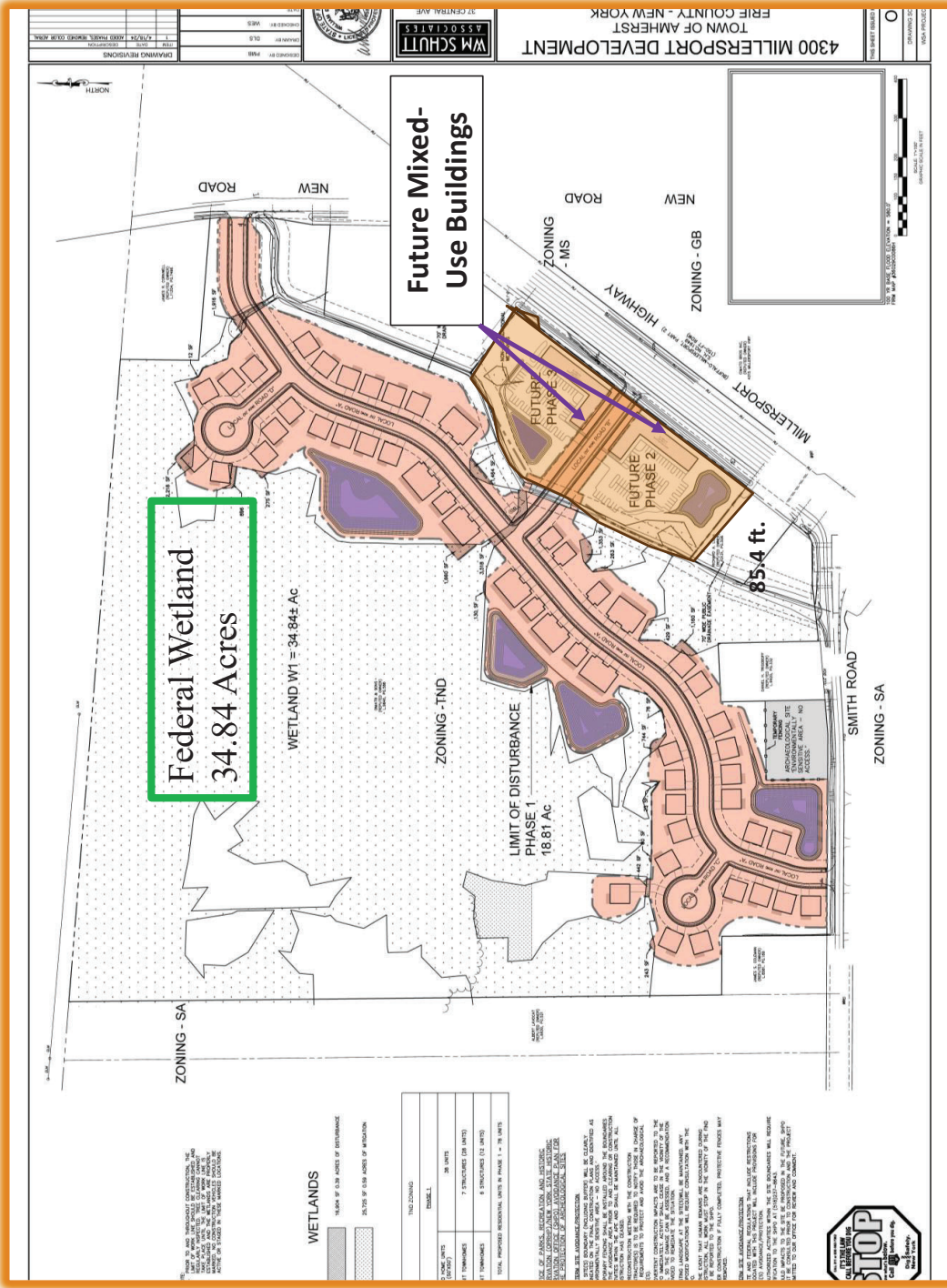
- The Applicant was required to obtain an updated wetland delineation of the Project Site.
- The United States Army Corps of Engineers issued a Jurisdictional Determination on January 18, 2024
- 34.84 acres of jurisdictional federal wetlands located on the Project Site
- Project team has made a concerted effort to minimize the wetland impacts to the maximum extent practicable



15.1.a

UPDATED SITE PLAN DATED FEBRUARY 1, 2024:

- No change in project density despite incorporating the “Future Development Area” [78 residential units]
 - 38 patio homes
 - 7 four-unit townhomes
 - 6 two-unit townhomes
 - Public roadway
- Joint Application prepared by Tom Somerville of Earth Dimensions dated February 2nd as submitted to both the New York State Department of Environmental Conservation (“NYSDEC”) and the United States Army Corps of Engineers (“USACE”) along with a complete copy of the Wetland Mitigation Plan Report dated February 2nd
- The Applicant is seeking a wetland permit from the USACE to authorize impacts to 0.39 acres of the jurisdictional wetlands and the proposed mitigation consists of the creation of 0.58 acres of on-site wetlands

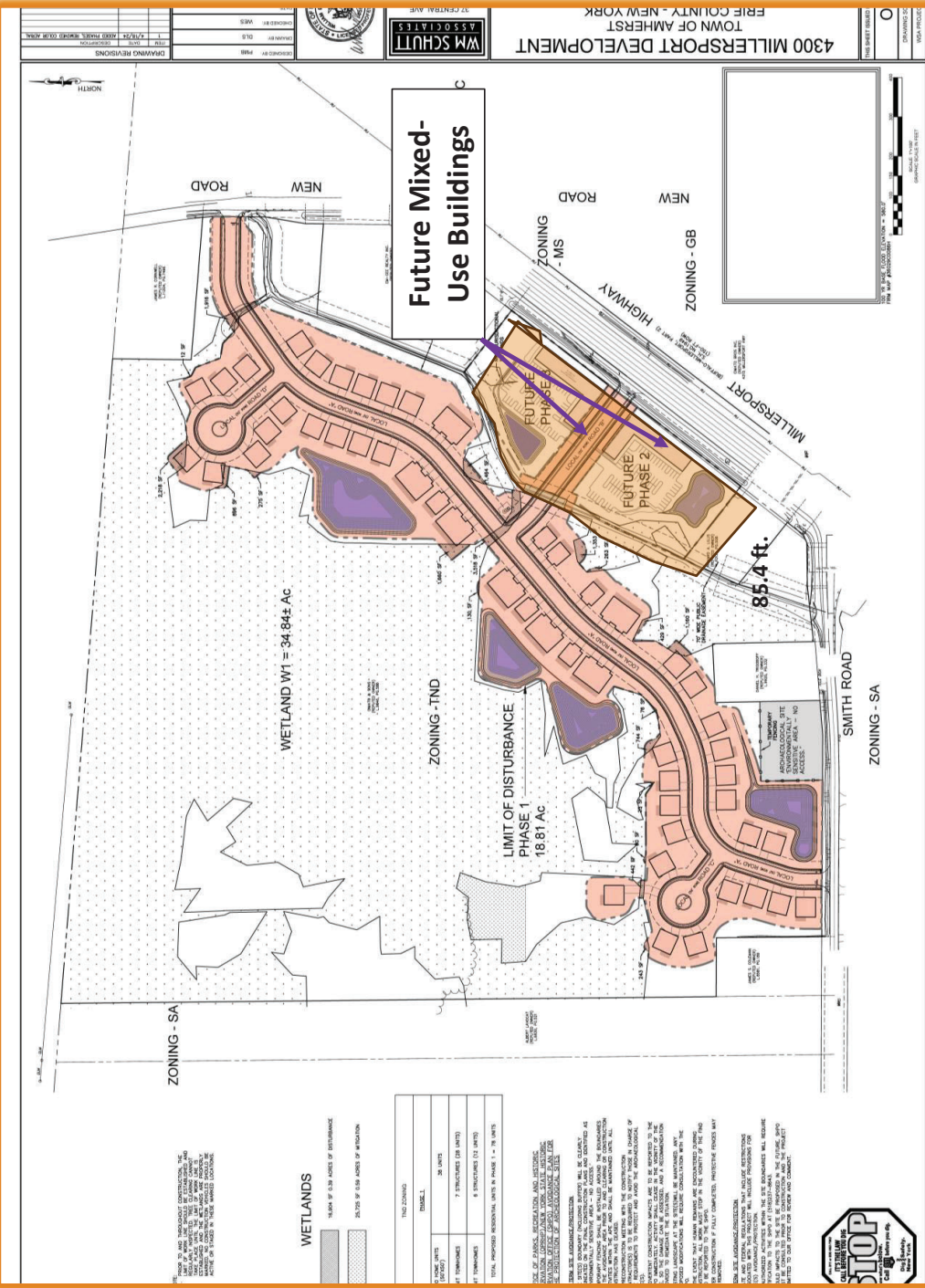


Town of Amherst Zoning Board of Appeals

15.1.a

CURRENT SITE PLAN:

- Out-of-District Sanitary Sewer Agreement approved by the Town Board
- Not seeking approval of future Phase 2 of the mixed-use project
- The NYSDOT approved the driveway connection to Millersport Highway in August of 2023
- Access onto Millersport Highway is essential to Future Phase 2 mixed-use buildings
- Project has been reviewed and approved by Town Departments and Committees



E-MAIL FROM
NYSDOT DATED
AUGUST 2, 2024:

From: Andrew Burns
To: Brian Kirby, Sean Hopkins, David Cox
Subject: FW: 4300 Millersport Highway Comments
Date: Wednesday, August 2, 2023 11:34:02 AM
Attachments: 4300 Millersport NYSDOT Expressions Estimate 080122.pdf

NYSDOT was accepting of the estimate. A surety bond of \$92,496 will be required for permit issuance.

Sincerely,
Andy Burns
Senior Project Engineer
Cell: 585-451-5843
Office: 585-760-8555
PASSERO ASSOCIATES
Service. Solutions. Results.
passero.com

PASSERO

From: Hebert, Kevin P (DOT) <Kevin.Hebert@dot.ny.gov>
Sent: Wednesday, August 2, 2023 8:08 AM
To: Andrew Burns <aburns@passero.com>
Cc: Kirby, Brian (DOT) <Brian.Kirby@dot.ny.gov>; Roche, Michael J. (DOT) <Michael.Roche@dot.ny.gov>; David Cox <dcoxx@passero.com>
Subject: RE: 4300 Millersport Highway Comments

EXTERNAL

Andy,

This looks acceptable, please add the additional 20% to the estimate for the bonding amount.

-Kevin

From: Andrew Burns <aburns@passero.com>
Sent: Tuesday, August 1, 2023 4:54 PM
To: Hebert, Kevin P (DOT) <Kevin.Hebert@dot.ny.gov>
Cc: Kirby, Brian (DOT) <Brian.Kirby@dot.ny.gov>; Roche, Michael J. (DOT) <Michael.Roche@dot.ny.gov>; David Cox <dcoxx@passero.com>
Subject: RE: 4300 Millersport Highway Comments

Some people who received this message don't often get email from aburns@passero.com. Learn why this is important
4/7/2023 10:05 AM. This email came from an external source. Do not open attachments or click on links from

unknown sender or unexpected email

Good afternoon Kevin,
Attached is the engineer's estimate for work within the ROW for your review and approval prior to submitting the performance bond. If acceptable, we will use this as a basis of cost.

Thanks!

Sincerely,
Andy Burns
Senior Project Engineer
Cell: 585-451-5843
Office: 585-760-8555
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PASSERO

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Subject: 4300 Millersport Highway Comments

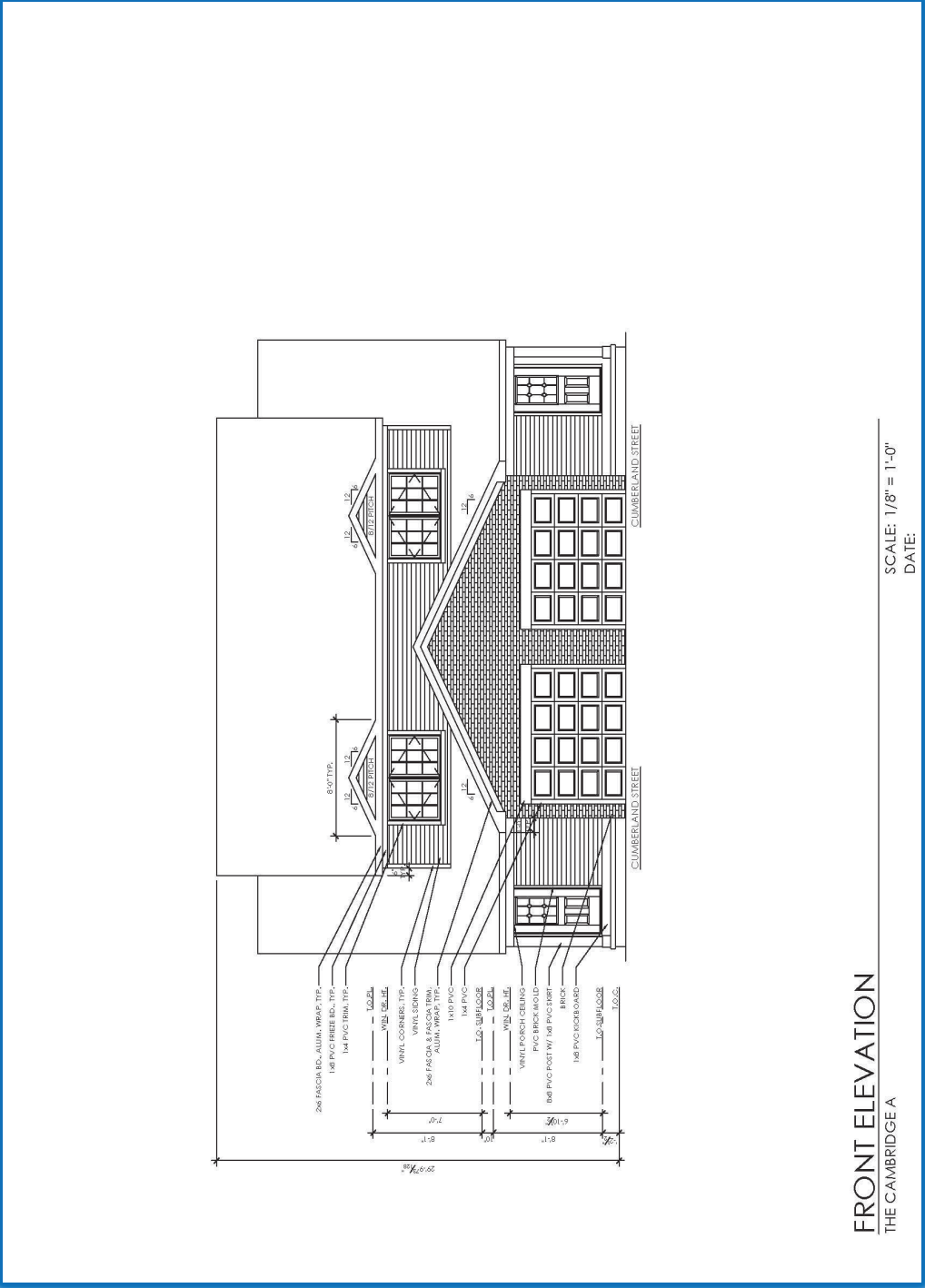
EXTERNAL

Andrew,

The NYSDOT has reviewed the submittal package for the mixed use development located at 4300 Millersport Highway in Amherst, NY Attached are the comments the NYSDOT has for the site. If you have any question or concerns please contact myself or Brian Kirby (brian.kirby@dot.ny.gov) and we will address any concerns you may have.

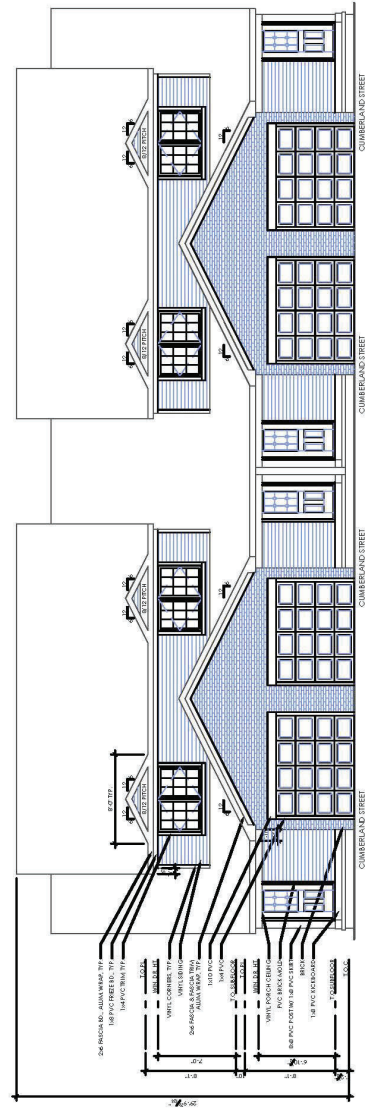
Kevin Hebert, PE
Professional Engineer 1, Region 5 Traffic and Safety
Regional Major Commercial Dev. Coordinator
New York State Department of Transportation
100 Seneca Street, Buffalo, NY 14203
(716) 847-5256 Kevin.Hebert@dot.ny.gov
www.dot.ny.gov

Conceptual Elevation for Two-Unit Townhomes:



SCALE: 1/8" = 1'-0"
DATE:

Conceptual Elevation for
Four-Unit Townhomes:

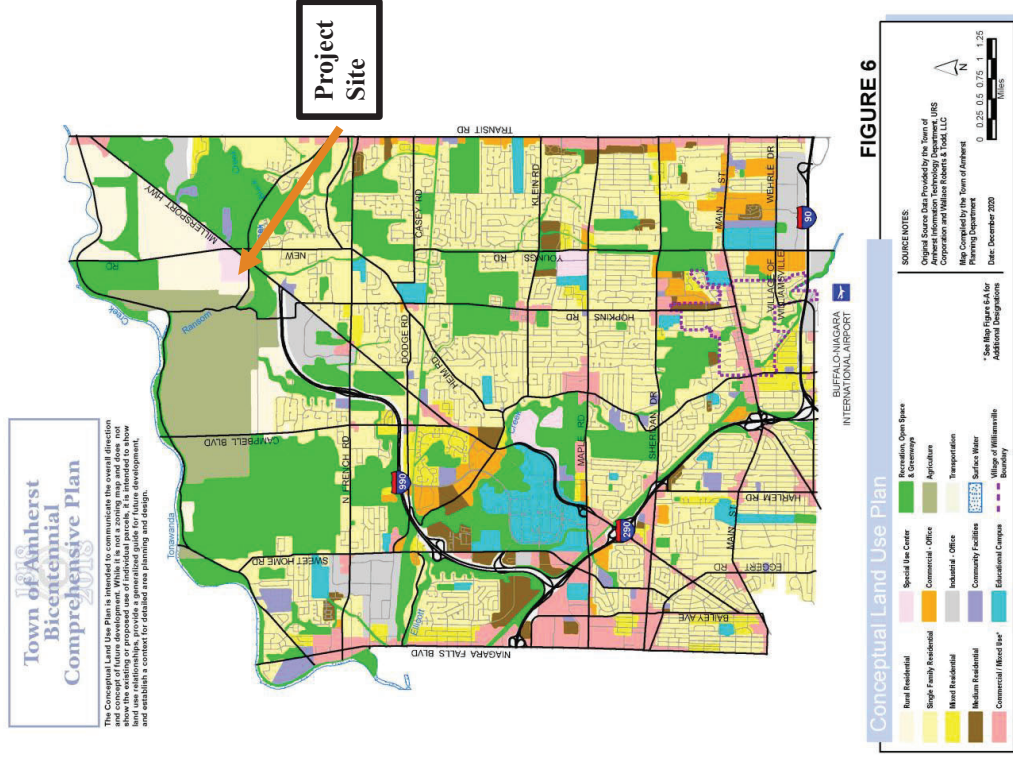


FRONT ELEVATION
THE CAMBRIDGE A

SCALE: 3/32" = 1'-0"
DATE:

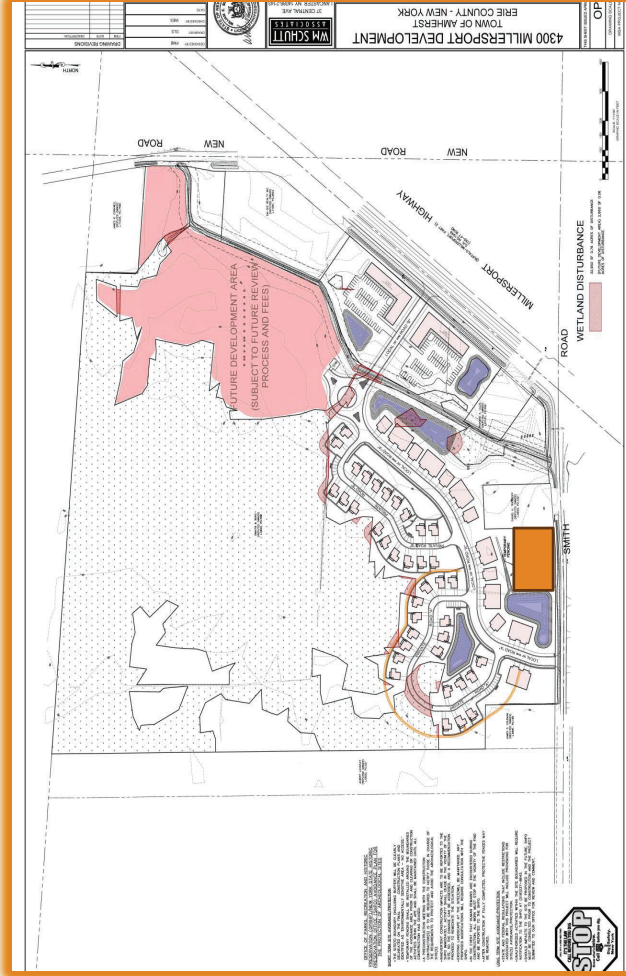
CONSISTENCY WITH THE ADOPTED COMPREHENSIVE PLAN:

- Figure 6 of the Comprehensive Plan consisting of the Town's Conceptual Land Use Map indicates the Project Site is designated as "Special Use Center"
- Page 3-45 of the Comprehensive Plan ("Millersport Highway/New Road/Smith Road:"):
 - "This proposed activity center is located at the intersection of three highways and Ransom Creek in the North Amherst Focal Planning Area. It represents one of the Town's most interesting opportunities for creative, mixed-use development.
 - The area is comprised of several parcels that had long been designated for larger-scale commercial development. Zoning of a large parcel there was changed to Traditional Neighborhood Development (TND) to encourage a planned unit developing approach. The quantity of retail use permitted by existing zoning in the area may no longer be necessary or feasible to serve the population of the surrounding, largely rural area. However, this area has potential to develop in a low scale form comprised of mixed residential and commercial uses typical of traditional areas



State Environmental Quality Review Act (“SEQRA”):

- Impacts on Historic and Archeological Resources:
 - No Impact Determination Letter issued by the NYS Office of Parks, Recreation and Historic Perseveration on July 27, 2022
 - Avoid of small portion of the Project Site per input received from SHPO
 - “Based on this review, it is the SHPO’s opinion that this project will have No Effect upon cultural resources in or eligible for inclusion in the National Register of Historic Places.”



KATHY HOCHUL
Governor

ERIK KULLESEID
Commissioner

July 27, 2022

Ms. Leta Ammons
USACE
1778 Niagara Street
Buffalo, NY 14207

Re: USACE
Millersport Highway 67-Lot Residential Subdivision Construction Project
4300 Millersport Highway, Amherst, Erie County, NY
19PR01607
2006-00698

Dear Ms. Ammons:

Thank you for continuing to consult with the New York State Historic Preservation Office (SHPO). We have reviewed the project in accordance with Section 106 of the National Historic Preservation Act of 1966. These comments are those of the SHPO and relate only to Historic/Cultural resources.

We are in receipt of the updated project maps showing the avoidance area for the PCI/Smith Road-1 Historic Site (USN 02902.000856). The SHPO understands there is a commitment by the project sponsor to implement the site avoidance measures provided by this office on July 1, 2019. Based on that commitment, the SHPO rescinds its previous recommendation (dated March 20, 2019) for a Phase I archaeological survey.

Based on this review, it is the SHPO's opinion that this project will have No Effect upon cultural resources in or eligible for inclusion in the National Registers of Historic Places.

If further correspondence is required regarding this project, please refer to the DHP Project Review (PR) number noted above. If you have any questions, please do not hesitate to contact me at andrew.farry@parks.ny.gov or 518.288.2185.

Sincerely,

Andrew Farry

Andrew Farry, Ph.D.
Scientist/Archaeologist

Cc: Doug Perrelli, Archaeological Survey
Scott Livingstone, Earth Dimensions

New York State Office of Parks, Recreation and Historic Preservation
Division for Historic Preservation, Pelee Island, PO Box 185, Watford, New York 12188-0189
(518) 437-6043 • <https://parks.ny.gov/dhpo>

Traffic Impacts:

- Updated Traffic Impact Study prepared by SRF Associates dated April 18, 2024 included the Phase 2 mixed-use buildings along Millersport Highway
- **Conclusion and Recommendations of SRF Associates:**
 - 1. The proposed project is expected to generate approximately 36 entering/55 exiting vehicle trips during the AM peak hour and 108 entering/96 exiting vehicle trips during the PM peak hour. When considering ITE published pass-by trip rates and professional judgement, the resulting new trips added to the highway system is approximately 36 entering/55 exiting during the AM peak hour and 90 entering/78 exiting during the PM peak hour.
 - 2. A southbound right-turn lane is warranted per NYSDOT feedback and guidelines at the proposed Millersport Highway/Proposed Access intersection. The right-turn lane should be up to 325 feet in length, including the taper.
 - 3. The proposed access intersections are projected to operate at LOS B or better during the AM and PM peak hours. No capacity improvements are warranted nor recommended under full build conditions.
 - 4. With the recommended improvement in place, there are no potentially significant adverse traffic impacts.

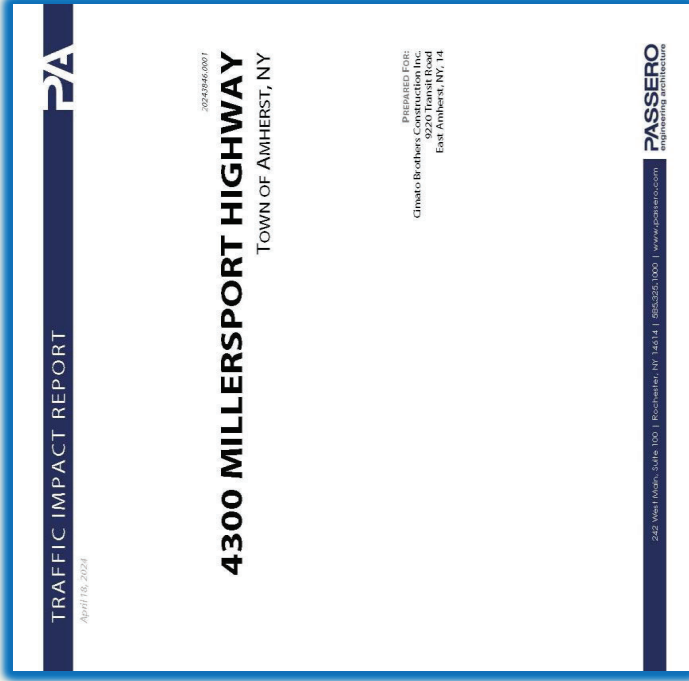
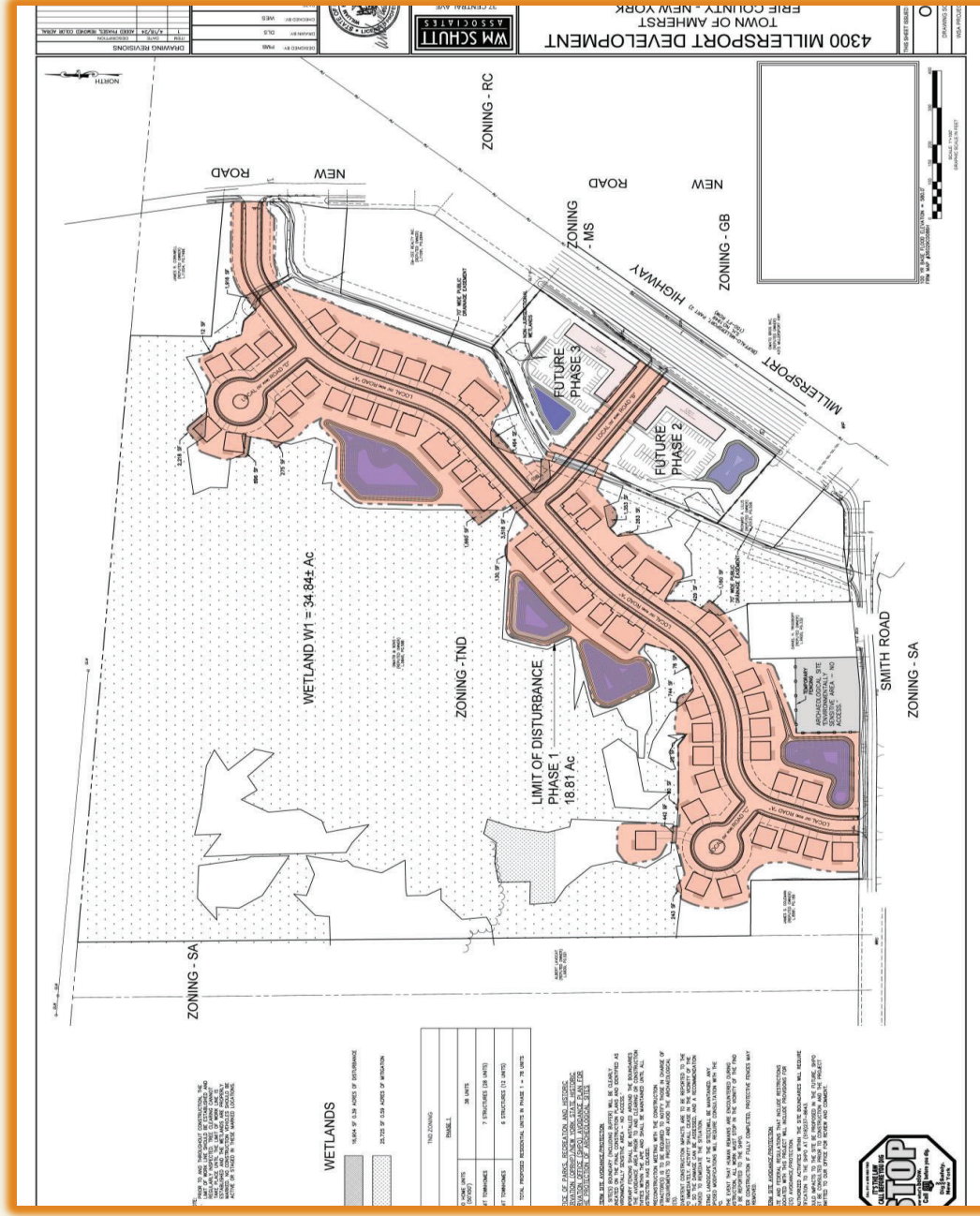


Table 3: Site Generated Trips

Description	Size	AM Peak Hour		PM Peak Hour	
		Enter	Exit	Enter	Exit
Patio Homes (ITE 210)	38 units	7	20	23	13
Townhomes (ITE 215)	40 units	5	14	13	10
Retail (ITE 822)	±22,080 SF	31	21	72	73
Total Trip Generation		36	55	108	96
Pass-by Trips		-0	-0	-18	-18
Total New Trips		36	55	90	78

SITE PLAN:

- The engineered plans and supporting technical documentation prepared by Wm. Schutt & Associates P.C. has been reviewed by Town Departments and Committees
- The Fire Chief's Association Memorandum memo issued on May 2, 2024
- Building Department conditioned approval dated May 14, 2024
- Engineering Department (Sanitary Sewer) conditioned approval dated May 2, 2024
- Engineering Services Division conditioned approval dated April 29, 2024
- Assessor's Office conditioned approval on April 5, 2024
- Plumbing Division approval on April 2, 2024
- Right-of-Way Agent approval on May 9, 2024
- Traffic Safety Board conditioned approval on May 7, 2024



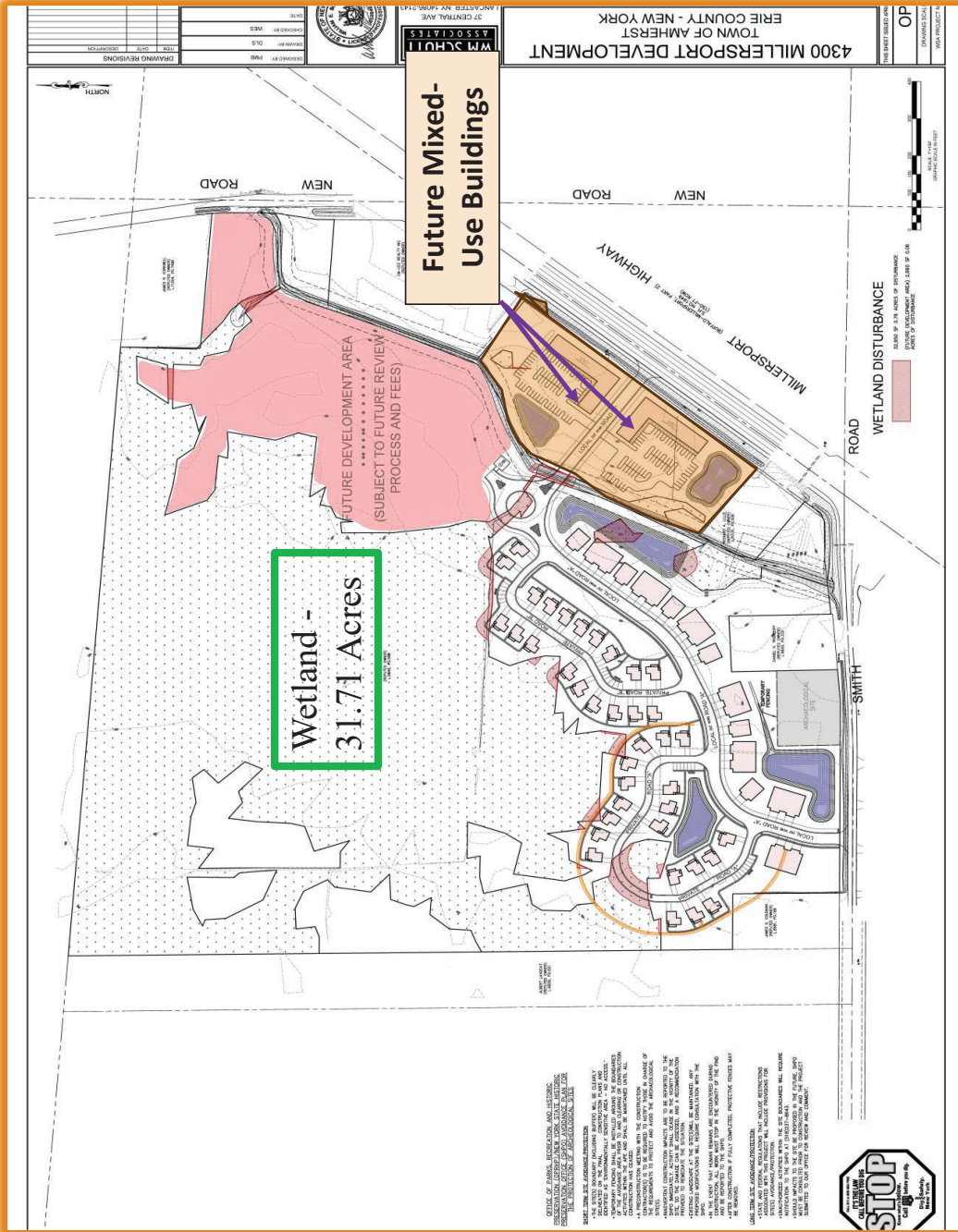
15.1.a

Conclusion:

- Requesting issuance of a Negative Declaration pursuant to SEQRA and granting of Site Plan Approval subject to appropriate conditions
- Questions...

**SITE PLAN APPROVED BY THE
PLANNING BOARD ON FEBRUARY
21, 2023:**

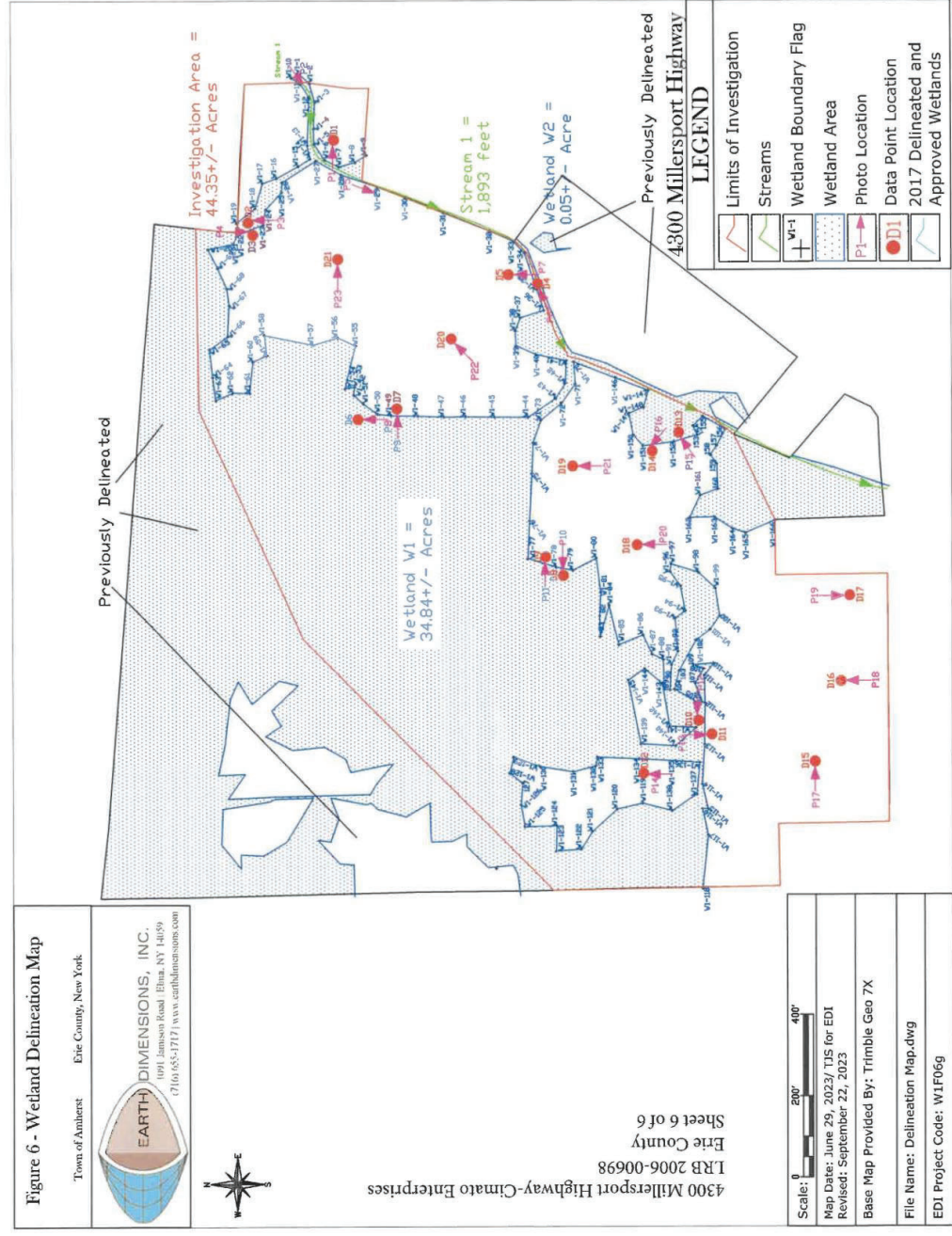
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15.1.a

UPDATED WETLAND MAP:

- The Applicant was required to obtain an updated wetland delineation of the Project Site.
- The United States Army Corps of Engineers issued a Jurisdictional Determination on January 18, 2024
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15.1.a

E-MAIL FROM
NYSDOT DATED
AUGUST 2, 2024:

From: Andrew Burns
To: Brian Kirby, Sean Hopkins, David Cox
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Date: Wednesday, August 2, 2023 11:34:02 AM
Attachments: 4300 Millersport NYSDOT Express Estimate 080122.pdf

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Sincerely,
Andy Burns
Senior Project Engineer
Cell: 585-451-5843
Office: 585-760-8555
PASSERO ASSOCIATES
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PASSERO

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Sent: Wednesday, August 2, 2023 8:08 AM
To: Andrew Burns <aburns@passero.com>
Cc: Kirby, Brian (DOT) <Brian.Kirby@dot.ny.gov>; Roche, Michael J. (DOT) <Michael.Roche@dot.ny.gov>; David Cox <dcoxx@passero.com>
Subject: RE: 4300 Millersport Highway Comments

EXTERNAL

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-Kevin

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4/7/2023: This email came from an external source. Do not open attachments or click on links from

unknown sender or unexpected email

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Andy Burns
Senior Project Engineer
Cell: 585-451-5843
Office: 585-760-8555
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Subject: 4300 Millersport Highway Comments

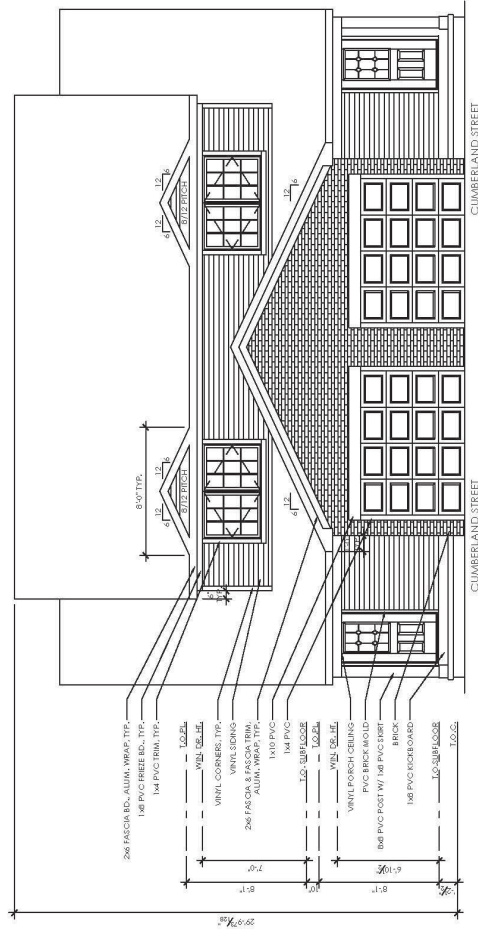
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Kevin Hebert, PE
Professional Engineer 1, Region 5 Traffic and Safety
Regional Major Commercial Dev. Coordinator
New York State Department of Transportation
100 Seneca Street, Buffalo, NY 14203
(716) 847-5256 Kevin.Hebert@dot.ny.gov
www.dot.ny.gov

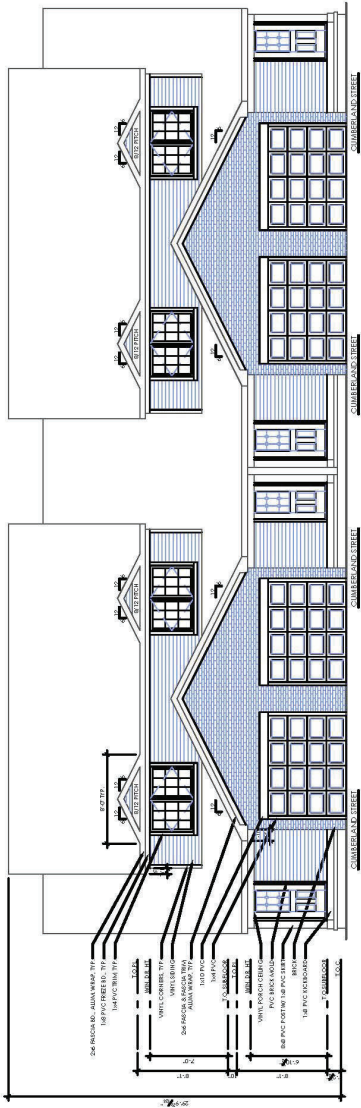
Conceptual Elevation for
Two-Unit Townhomes:



FRONT ELEVATION
THE CAMBRIDGE A

SCALE: 1/8" = 1'-0"
DATE:

Conceptual Elevation for
Four-Unit Townhomes:

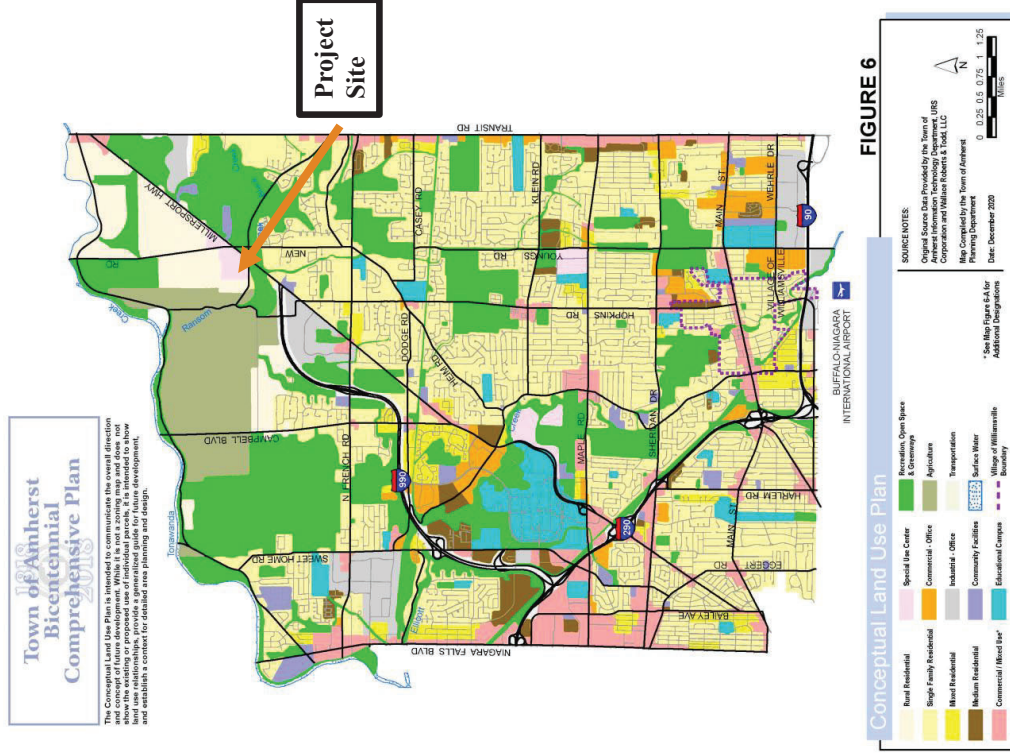


FRONT ELEVATION
THE CAMBRIDGE A

SCALE: 3/32" = 1'-0"
DATE:

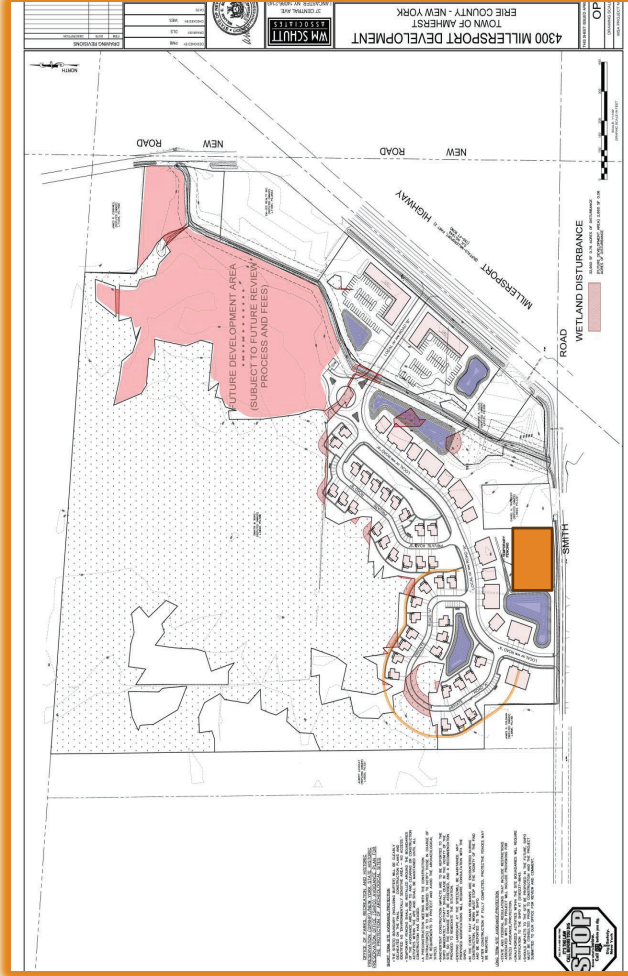
CONSISTENCY WITH THE ADOPTED COMPREHENSIVE PLAN:

- Figure 6 of the Comprehensive Plan consisting of the Town's Conceptual Land Use Map indicates the Project Site is designated as "Special Use Center"
- Page 3-45 of the Comprehensive Plan ("Millersport Highway/New Road/Smith Road:"):
 - "This proposed activity center is located at the intersection of three highways and Ransom Creek in the North Amherst Focal Planning Area. It represents one of the Town's most interesting opportunities for creative, mixed-use development.
 - The area is comprised of several parcels that had long been designated for larger-scale commercial development. Zoning of a large parcel there was changed to Traditional Neighborhood Development (TND) to encourage a planned unit developing approach. The quantity of retail use permitted by existing zoning in the area may no longer be necessary or feasible to serve the population of the surrounding, largely rural area. However, this area has potential to develop in a low scale form comprised of mixed residential and commercial uses typical of traditional areas



State Environmental Quality Review Act (“SEQRA”):

- Impacts on Historic and Archeological Resources:
 - No Impact Determination Letter issued by the NYS Office of Parks, Recreation and Historic Perseveration on July 27, 2022
 - Avoid of small portion of the Project Site per input received from SHPO
 - “Based on this review, it is the SHPO’s opinion that this project will have No Effect upon cultural resources in or eligible for inclusion in the National Register of Historic Places.”



KATHY HOCHUL
Governor

ERIK KULLESEID
Commissioner

July 27, 2022

Ms. Leta Ammons
USACE
1778 Niagara Street
Buffalo, NY 14207

Re: USACE
Millersport Highway 67-Lot Residential Subdivision Construction Project
4300 Millersport Highway, Amherst, Erie County, NY
19PR01607
2006-00698

Dear Ms. Ammons:

Thank you for continuing to consult with the New York State Historic Preservation Office (SHPO). We have reviewed the project in accordance with Section 106 of the National Historic Preservation Act of 1966. These comments are those of the SHPO and relate only to Historic/Cultural resources.

We are in receipt of the updated project maps showing the avoidance area for the PCI/Smith Road-1 Historic Site (USN 02902.000856). The SHPO understands there is a commitment by the project sponsor to implement the site avoidance measures provided by this office on July 1, 2019. Based on that commitment, the SHPO rescinds its previous recommendation (dated March 20, 2019) for a Phase I archaeological survey.

Based on this review, it is the SHPO's opinion that this project will have No Effect upon cultural resources in or eligible for inclusion in the National Registers of Historic Places.

If further correspondence is required regarding this project, please refer to the DHP Project Review (PR) number noted above. If you have any questions, please do not hesitate to contact me at andrew.farry@parks.ny.gov or 518.288.2185.

Sincerely,

Andrew Farry, Ph.D.
Scientist/Archaeologist

Cc: Doug Perrelli, Archaeological Survey
Scott Livingstone, Earth Dimensions

New York State Office of Parks, Recreation and Historic Preservation
Division for Historic Preservation, Pelee Island, PO Box 185, Watford, New York 12188-0189
(518) 437-6043 • <https://parks.ny.gov/info>

Traffic Impacts:

- Updated Traffic Impact Study prepared by SRF Associates dated April 18, 2024 included the Phase 2 mixed-use buildings along Millersport Highway
- **Conclusion and Recommendations of SRF Associates:**
 - 1. The proposed project is expected to generate approximately 36 entering/55 exiting vehicle trips during the AM peak hour and 108 entering/96 exiting vehicle trips during the PM peak hour. When considering ITE published pass-by trip rates and professional judgement, the resulting new trips added to the highway system is approximately 36 entering/55 exiting during the AM peak hour and 90 entering/78 exiting during the PM peak hour.
 - 2. A southbound right-turn lane is warranted per NYSDOT feedback and guidelines at the proposed Millersport Highway/Proposed Access intersection. The right-turn lane should be up to 325 feet in length, including the taper.
 - 3. The proposed access intersections are projected to operate at LOS B or better during the AM and PM peak hours. No capacity improvements are warranted nor recommended under full build conditions.
 - 4. With the recommended improvement in place, there are no potentially significant adverse traffic impacts.

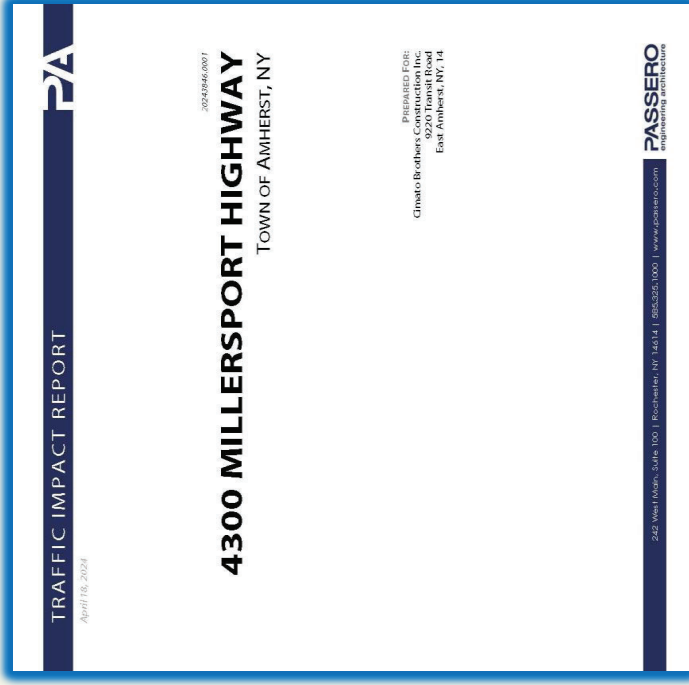
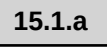


Table 3: Site Generated Trips

Description	Size	AM Peak Hour		PM Peak Hour	
		Enter	Exit	Enter	Exit
Patio Homes (ITE 210)	38 units	7	20	23	13
Townhomes (ITE 215)	40 units	5	14	13	10
Retail (ITE 822)	±22,080 SF	31	21	72	73
Total Trip Generation		36	55	108	96
Pass-by Trips		-0	-0	-18	-18
Total New Trips		36	55	90	78

- The engineered plans and supporting technical documentation prepared by Wm. Schutt & Associates P.C. has been reviewed by Town Departments and Committees
 - The Fire Chief's Association Memorandum memo issued on May 2, 2024
 - Building Department conditioned approval dated May 14, 2024
 - Engineering Department (Sanitary Sewer) conditioned approval dated May 2, 2024
 - Engineering Services Division conditioned approval dated April 29, 2024
 - Assessor's Office conditioned approval on April 5, 2024
 - Plumbing Division approval on April 2, 2024
 - Right-of-Way Agent approval on May 9, 2024
 - Traffic Safety Board conditioned approval on May 7, 2024



Conclusion:

- Requesting issuance of a Negative Declaration pursuant to SEQRA and granting of Site Plan Approval subject to appropriate conditions
- Questions...

EXHIBIT 3

TOWN OF AMHERST
PLANNING BOARD
SITE PLAN RESOLUTION
SP-2022-03

PETITIONER

Cimato Enterprises LLC
9220 Transit Road
E. Amherst, NY 14051

PROPERTY LOCATION

4300 Millersport Highway

WHEREAS, the Town of Amherst Planning Board on Thursday, February 16, 2023 held a public hearing on a Site Plan for a Mixed-Use Development (Phase 1), and

WHEREAS, the Planning Board reviewed the plans and specifications for the proposed project, and

WHEREAS, the Site Plan was referred to the Town's various review agencies, and

WHEREAS, in accordance with Section 8-7-8 of the Zoning Ordinance, the Planning Board finds that:

- A. The site plan includes / does not include usable space for active and passive recreation, including pedestrian connections.
- B. The site plan does not include open space lands for public ownership and use offered for dedication or other disposition to the Town or other public entity.
- C. School sites and facilities are adequate to accommodate the proposed site plan.
- D. The site plan includes the extension of roadways to future phases, but adjacent property.

WHEREAS, in accordance with Section 8-7-9 of the Zoning Ordinance, the Planning Board finds that:

- A. The proposed site plan is consistent with the development plan if one is required.
- B. The proposed site plan is consistent with the purpose and specific requirements of the Zoning Ordinance and generally consistent with the policies of the Comprehensive Plan.
- C. Adequate services and utilities will be available prior to occupancy.
- D. The site plan is consistent with all other applicable laws.
- E. Pursuant to Local Law #3-82, as amended, the Planning Board has determined that the requirements of SEQR are complete and that the subject proposal is not expected to have a significant adverse effect on the environment.

TOWN OF AMHERST
PLANNING BOARD
SITE PLAN RESOLUTION
SP-2022-03

PETITIONER

Cimato Enterprises LLC

PROPERTY LOCATION

4300 Millersport Highway

- F. Review by the US Army Corps of Engineers under Section 404 of the Clean Water Act is required since hydric / potentially hydric soils have been identified on the parcel.

NOW THEREFORE BE IT RESOLVED that in accordance with 6 NYCRR, Part 617 and Local Law #3-82, as amended, the Planning Board has issued a Negative Declaration attached hereto, and

NOW THEREFORE BE IT FURTHER RESOLOVED that the Planning Board, in accordance with Part II, Chapter 83, Part IX, Section 1-2 of Town Law waives sidewalks required along the Smith Road frontage of the parcel until required at some future time by the Town Board, and

NOW THEREFORE BE IT FURTHER RESOLVED that the Planning Board, in accordance with Section 8-7 of the Zoning Ordinance approves said Site Plan subject to the following conditions:

1. That this approval is limited to Phase 1. Future Phases 2-4 will require separate site plan application(s), the associated fees for the acreage involved with those sites and site plan approval.
2. That the lighting plan indicate that the minimum illumination levels are met in accordance with §203-7-3-4 (C) of Town Code for the pedestrian walkways behind the patio home units 13 - 19 along on Private Alley "A".
3. That lighting and light fixtures within the proposed public right of way be provided in accordance with §204-3-3-7 of Town Code at public improvement permit (PIP).
4. That all plans submitted for final stamped approval remove color blocking and aerial imagery from all site plan drawings.
5. That four (4) foot wide concrete sidewalks that are continuous across all driveway openings be provided along both sides of Local Road "A", and shown on the site plan in accordance with §83-9-1 of Town Code.
6. That the concerns raised in the Engineering Departments letter dated January 12, 2003 be addressed to the satisfaction of that department.
7. That in accordance with the NYSDOT letter dated October 3, 2022, any future development associated with the vacant land in the vicinity of the roundabout will require an updated TIS and additional review to identify any potential highway mitigation due to impacts to the state highway system. Additionally, any required permits within the state highway right-of-way be obtained.

TOWN OF AMHERST
PLANNING BOARD
SITE PLAN RESOLUTION
SP-2022-03

PETITIONER

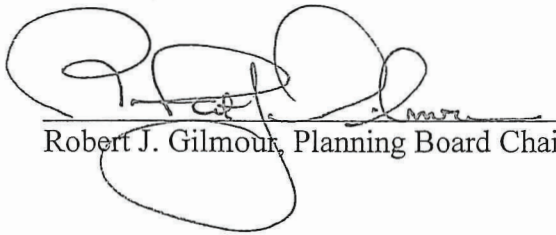
Cimato Enterprises LLC

PROPERTY LOCATION

4300 Millersport Highway

8. That the applicant provide an address plan as requested by the Amherst Fire Chiefs' Association in their letter dated August 24, 2022.
9. As required by §203-7-2-4 (C) of Town Code, that all mechanical equipment, utility structures, multiple meter boards, generators, RPZ's, and similar appurtenances, including those which are mounted on any part of a primary structure shall be appropriately screened with a fence, wall, and/or landscaping.
10. That as-built record drawings, including location of utilities, be provided to the Engineering Department prior to issuance of a Certificate of Occupancy by the Building Department.
11. That dimensions be provided to decks that comply with rear yard setback (§203-5-6-2(B))
12. That a High Impact Screen be provided per Zoning Ordinance 7-2-4 (B) along the rear property lines of 220 Smith Road, 222 Smith Road and 4270 Millersport Highway.

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



Robert J. Gilmour, Planning Board Chair

2.23.23.
Date

GP/ac

X:\Current_Planning\Files\Site Plans\2022\SP-2022-03_(4300_Millersport_Hwy)_2022\SP-2022-03_resolution_021023.docx

cc: Commissioner of Building
Town Engineer
Fire Chiefs
Traffic/Safety
Highway Superintendent
ECDEP
NYSDOT
NYSDEC

Approved Plan: February 2, 2023
Received: February 3, 2023

Cimato Enterprises LLC, 9220 Transit Rd., E. Amherst, NY 14051

Patricia Bittar, Wm. Schutt & Associates, 37 Central Ave., Lancaster, NY 14086

Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Suite 343, Williamsville, NY 14221

'23 FEB 24 AM 9:9



Amherst Town Board

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

Francina J. Spoth
Town Clerk

Meeting: 06/24/24 07:00 PM
Department: Town Clerk
DOC ID: 29158

COMMUNICATION 2024-53

RECEIVED & FILED

**Correspondence from Sean Hopkins, Esq. - Proposed Project
at 4300 Millersport Highway & Formation of Cimato & Sons
Sewerage Works Corporation**

Letter from Sean Hopkins, Esq. regarding the proposed Residential & Mixed-Use project at 4300 Millersport Highway and the formation of Cimato & Sons Sewerage Works Corporation.

6/24/2024
Received & Filed

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



June 16, 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:

During its meeting on June 10th, the Town Board referred the request for the Town Board to consent 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 to the Town Attorney's Office and the Planning Department for consideration of approval by the Town Board during its meeting on June 24th.

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 and 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: Jacqueline 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-06-16-24 (COM-2024-53 : Correspondence from Sean Hopkins, Esq. - Proposed

Correspondence to Town Board

June 16, 2024

Page 2 of 2

15.2.a

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-06-16-24 (COM-2024-53 : Correspondence from Sean Hopkins, Esq. - Proposed

EXHIBIT 1

**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.

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

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

EXHIBIT 2

**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: 06/24/24 07:00 PM
Department: Town Clerk
DOC ID: 29159

15.3

COMMUNICATION 2024-54

REFERRED

Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway

Letter from Patricia Bittar regarding the proposed project at 4300 Millersport Highway.

6/24/2024

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

Civil Engineering
Municipal Engineering
Land Surveying



Project Management
Construction Support Services
SWPPP Services

June 18, 2024

Brian J. Kulpa, Town Supervisor
Town of Amherst Town Hall
5583 Main Street
Williamsville, New York 14221

Re: Proposed Traditional Neighborhood Project - Site Plan Application (SP-2022-03A)
4300 Millersport Highway
File 10188.3

Dear Supervisor Kulpa and Councilmembers:

This letter is being submitted on behalf of Cimato & Sons ("Project Sponsor") in connection with the above referenced Traditional Neighborhood Development at 4300 Millersport Highway (the "Project Site").

During the May 28th Town Board meeting, the Town Board referred a letter with attachments from Sean W. Hopkins, Esq., dated May 22nd, to Town Departments for input on proposed public roads within the development.

In further support of the proposed public roads within the development, please consider the following:

Local Roads "A" and "B" were proposed as public roads from the start of this Traditional Neighborhood project and also included a culvert crossing of Town Ditch 26B. The project received approval letters from all Town Departments and Site Plan approval from the Planning Board in February 2022 based on the project including public roadways. The project scope was revisited solely due to an increase in federally regulated wetlands on the Project Site. The project density remains unchanged, but the project layout had to be modified to minimize associated wetland impacts to less than 0.5 acres. The revised layout resulted in a proposed connection to New Road that would have been installed in connection with the previously contemplated future phase of the project.

The proposed waterline distribution system within the project is public and was submitted to the ECWA for review and approval. The ECWA approved the project on May 13th 2024 and the approval was submitted to the Town of Amherst Planning Department on the same day. The proposed and approved public water system design includes a connection to the existing distribution system on both Smith Road and Millersport Hwy. The ECWA will only accept a public waterline if it is within a public road ROW. If the Millersport Highway access via a public roadway

Attachment: Bittar-Ltr-Town Board-06-18-24 (COM-2024-54 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

is not permitted, despite the fact it has been depicted on the project plans for more than 2 years, the connection to the Millersport waterline will be required to be private. A revised design and review/approval process by the ECWA would be required. A private system would result in including multiple backflow prevention devices within hotbox enclosures. The Erie County Health Department would then also require formation of a Water Transportation Corporation. Both of these requirements would cause a substantial increase in infrastructure costs as well as future HOA costs.

The Project Sponsor has also revisited the Traffic Impact Study several times to address the proposed Millersport Hwy connection, at the direction of the Town of Amherst as well as the NYSDOT. The Project Sponsor is in the process of obtaining the required permit from the NYSDOT for the proposed Millersport Highway in reliance of the project layout that includes a public roadway connection to Millersport Highway. .

The Project Sponsor is requesting that the Town Board adopt a resolution during its meeting on June 24th confirming it will accept dedication of the proposed public roadways once the required approval for the project have been obtained, including a Public Improvement Permit.

Please feel free to contact me at 683-5961 or via e-mail at pbittar@wmschutt.com, if you have any questions on this letter.

Sincerely,



Patricia Bittar, Director Land Development Projects

Enc.

cc: Jacqueline Berger, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Martin Pollowy, Esq., Town Attorney
Daniel Howard, AICP, Planning Director
Christopher Schregel, Eng. Dept.
Fred Cimato
Sean W. Hopkins, Esq.

24-06-18-13027c-amherst-pmb

Attachment: Bittar-Ltr-Town Board-06-18-24 (COM-2024-54 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

100 FT BASE FLOOD ELEVATION = 580.0
 FROM MAP AS0029C0000H

0 50 100 150 200 300 400

SCALE IN FEET
 GRAPHIC SCALE IN FEET

DRAWING SCALE: 1"=100'	WSA PROJECT NO. 13027C	OP	THIS SHEET ISSUED MARCH 13, 2024	4300 MILLERSPORT DEVELOPMENT		WM SCHUTT ASSOCIATES 37 CENTRAL AVE. LANCASTER, NY 14086-2143 PH. 716-683-5961 FAX 716-683-0169 WWW.WMSCHUTT.COM	DESIGNED BY: PMB		DRAWING REVISIONS		
				TOWN OF AMHERST			DRAWN BY: DLS		ITEM	DATE	DESCRIPTION
				ERIE COUNTY - NEW YORK			CHECKED BY: WES				
				OVERALL SITE PLAN			DATE:				
						WARNING: ALTERING THIS DOCUMENT IS IN VIOLATION OF THE LAW EXCEPTING AS PROVIDED IN SECTION 7029, PART 2 OF THE NEW YORK STATE EDUCATION LAW. ©COPYRIGHT 2022 WM. SCHUTT & ASSOCIATES P.C.					



Amherst Town Board

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

Francina J. Spoth
Town Clerk

Meeting: 06/24/24 07:00 PM
Department: Town Clerk
DOC ID: 29120

COMMUNICATION 2024-55

REFERRED

Complaint and Jury Demand: Daniel J. Ryan, Tara M. Kreuder, and Mya Ryan Vs Town of Amherst Et Al.

6/24/2024

Referred to Town Attorney

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

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

DANIEL J. RYAN, TARA M. KREUDER,
and MYA RYAN,

Plaintiffs,

v.

THE TOWN OF AMHERST
c/o Town Attorney
5583 Main Street
Williamsville, New York 14211

AMHERST CENTRAL SCHOOL
DISTRICT,
55 Kings Highway
Amherst, New York 14226

AMHERST CENTRAL SCHOOL
DISTRICT BOARD OF EDUCATION,
55 Kings Highway
Amherst, New York 14226

GREGORY PIGEON, individually and in his
capacity Principal of the Amherst Central School
District High School,
4301 Main Street
Buffalo, New York 14226

HEATHER KYSTOIAK, individually and in
her capacity as Vice Principal of Students at the
Amherst Central School District High School,
4301 Main Street
Buffalo, New York 14226

SCOTT LAWNICZAK, individually and in his
capacity as a Vice Principal at the Amherst
Central School District High School,
4301 Main Street
Buffalo, New York 14226

COMPLAINT
AND JURY DEMAND

Civil Action No.: 24-cv-536

DAVID BENTON, individually and in his capacity as a Guidance Counselor at the Amherst Central School District High School, 4301 Main Street Buffalo, New York 14226

MARK BECHTEL, individually and in his capacity as School Resource Officer of the Amherst Central School District High School and Officer for the Town of Amherst Police Department, 4301 Main Street Buffalo, New York 14226

RONALD SMITH, individually and in his capacity as a Detective for the Town of Amherst Police Department, 500 John James Audubon Parkway Amherst, New York 14228

DAVE SCHNEIDER, individually and in his capacity as a Detective for the Town of Amherst Police Department, 500 John James Audubon Parkway Amherst, New York 14228

KATHERINE VAN LEAN, individually and in her capacity as a Caseworker for the Erie County Child Protective Services, 2875 Union Road, Suite 356 Cheektowaga, New York 14227

CHRISTINE FILIPSKI, individually and in her capacity as a Caseworker for the Erie County Child Protective Services, 2875 Union Road, Suite 356 Cheektowaga, New York 14227

EVELYN FOREMAN, individually and in her capacity as a Caseworker for the Erie County Child Protective Services, 2875 Union Road, Suite 356 Cheektowaga, New York 14227

ADAM SIDOTE,

JULIE MUDD,
[
]

C.S.,

HEATHER SIDOTE,

Defendants.

Plaintiffs, Daniel Ryan, Tara M. Kreuder, and Mya Ryan (collectively referred to as “Plaintiffs”) by their attorneys, Rupp Pfalzgraf LLC, as and for their complaint against the defendants, Town of Amherst, Amherst Central School District, Amherst Central School District Board of Education, Gregory Pigeon, Heather Kystoiak, Scott Lawniczak, David Benton, Mark Bechtel, Ronald Smith, Dave Schneider, Katherine Van Lean, Christian Filipski, Evelyn Foreman, C.S., Adam Sidote, Heather Sidote, and Julie Mudd (collectively referred to as “Defendants”), allege as follows:

PRELIMINARY STATEMENT

1. Among other important interests, Plaintiffs file this action to vindicate and secure their fundamental parental rights to direct the upbringing and physical and mental health decision-making of their child, and hopefully to deter Defendants from taking similar actions in

the future—i.e., deliberately concealing the location of a minor from her parents merely because school officials decided they did not agree with the parenting style of the child's parents.

2. In this case, as explained in detail below, Defendants violated Plaintiffs' fundamental right to intimate association by conspiring together with a family that used Mya to help control their mentally disturbed son, C.S., and by hiding and concealing Mya from her parents, who Defendants believed were not appropriately parenting her.

3. Indeed, when Mya ran away from her parents and started to complain to school officials that her father was physically abusive towards her, school officials at Amherst Central High School immediately jumped on board with Mya's plan to live at the home of a boy she barely knew, with a family that, as it turns out, had a history of taking in runaway minors who could be used as girlfriends to have sex with C.S., which his parents had learned was the only way to control their son.

4. As a result of Defendants' actions, Plaintiffs suffered tremendous anxiety, embarrassment, extreme emotional and psychological distress, violations of privacy and loss of liberty and innocence, as well as violations of their civil and constitutional rights under the laws of the United States and State of New York as a result of Defendants' actions and omissions.

5. By way of this action, Plaintiffs seek damages and the vindication of their rights under the United States Constitution.

JURISDICTION AND VENUE

6. This action is brought under 42 U.S.C. §§ 1983 and 1988, and the First, Fourth, and Fourteenth Amendments to the United States Constitution.

7. Jurisdiction is conferred upon this Court by 28 U.S.C. §§ 1331 and 1343, this being an action seeking redress for the violation of the Plaintiffs' constitutional and civil rights.

8. Plaintiffs further invoke this Court's pendent jurisdiction, pursuant to 28 U.S.C. § 1367(a), over all state law claims and as against parties that are so related to claims in this action within the original jurisdiction of this Court that they form part of the same case or controversy.

9. Pursuant to 28 U.S.C. § 1391(b), venue is proper in the Western District of New York because the events forming the basis of Plaintiffs' complaint occurred in this District.

PARTIES

10. Daniel J. Ryan and Tara M. Kreuder are the parents of Mya Ryan. Plaintiffs currently live and reside in

11. Defendant, the Town of Amherst, was and is a municipal corporation duly organized and existing under the laws of the State of New York, and it has a business address at 5583 Main Street, Williamsville, New York 14221.

12. Defendant, Amherst Central School District, is a municipal entity duly organized and existing under the laws of the State of New York, it exercises control and supervision over Amherst Central High School, and it has a business address at 55 Kings Highway, Amherst, New York 14226

13. Defendant, Amherst Central School District Board of Education, is organized and existing under the laws of the State of New York, it exercises control and

supervision over Amherst Central High School and Amherst Central School District, and it has a business address at 55 Kings Highway, Amherst, New York 14226

14. Defendant, Gregory Pigeon, was and is a resident of the County of Erie and State of New York. He was employed by the Amherst Central School District at all relevant times, and he was acting within the scope of his employment and official capacity as Principal of Amherst Central High School at the time of the incidents giving rise to this lawsuit. In addition, Gregory Pigeon is being sued in his individual capacity for damages caused by his actions and/or conduct.

15. Defendant, Heather Kystoiak, was and is a resident of the County of Erie and State of New York. She was employed by the Amherst Central School District at all relevant times, and she was acting within the scope of her employment and official capacity as Vice Dean of Students of Amherst Central High School at the time of the incidents giving rise to this lawsuit. In addition, Heather Kystoiak is being sued in her individual capacity for damages caused by her actions and/or conduct.

16. Defendant, Scott Lawniczak, was and is a resident of the County of Erie and State of New York. He was employed by the Amherst Central School District at all relevant times, and he was acting within the scope of his employment and official capacity as Vice Principal at Amherst Central High School at the time of the incidents giving rise to this lawsuit. In addition, Scott Lawniczak is being sued in his individual capacity for damages caused by his actions and/or conduct.

17. Defendant, David Benton, was and is a resident of the County of Erie and State of New York. He was employed by the Amherst Central School District at all relevant times, and he was acting within the scope of her employment and official capacity as a School

Counselor at Amherst Central High School at the time of the incidents giving rise to this lawsuit. In addition, David Benton is being sued in his individual capacity for damages caused by his actions and/or conduct.

18. Defendant, Mark Bechtel, was and is a resident of the County of Erie and State of New York, and he was and is a School Resource Officer employed by Amherst Central School District and the Town of Amherst Police Department at all times hereinafter mentioned. Officer Bechtel was acting within the scope of his employment and official capacity as a School Resource Officer at Amherst Central High School at the time of the incident giving rise to this lawsuit. In addition, Officer Bechtel is being sued in his individual capacity for damages caused by his actions and/or conduct.

19. Ronald Smith was and is a resident of the County of Erie and State of New York. Detective Smith was acting within the scope of his employment and official capacity as a Detective employed by the Town of Amherst Police Department at the time of the incidents giving rise to this lawsuit. In addition, Detective Smith is being sued in his individual capacity for damages caused by his actions and/or conduct.

20. Dave Schneider was and is a resident of the County of Erie and State of New York. Detective Schneider was acting within the scope of his employment and official capacity as a Detective employed by the Town of Amherst Police Department at the time of the incidents giving rise to this lawsuit. In addition, Detective Schneider is being sued in his individual capacity for damages caused by his actions and/or conduct.

21. Defendant, Katherine Van Lean, was and is a resident of the County of Erie and State of New York. She was and is a Supervising Investigator employed by the Erie County Child Protective Services (“CPS”) at all times hereinafter mentioned and was acting

within the scope of her employment and official capacity as a CPS Supervising Investigator at the time of the incidents giving rise to this lawsuit. In addition, Ms. Van Lean is being sued in her individual capacity for damages caused by her actions and/or conduct.

22. Defendant, Christian Filipski, was and is a resident of the County of Erie and State of New York. She was and is a Caseworker employed by CPS at all times hereinafter mentioned and was acting within the scope of her employment and official capacity as a CPS Caseworker at the time of the incidents giving rise to this lawsuit. In addition, Ms. Filipski is being sued in her individual capacity for damages caused by her actions and/or conduct.

23. Defendant, Evelyn Foreman, was and is a resident of the County of Erie and State of New York. She was and is a Caseworker employed by CPS at all times hereinafter mentioned and was acting within the scope of her employment and official capacity as a CPS Caseworker at the time of the incidents giving rise to this lawsuit. In addition, Ms. Foreman is being sued in her individual capacity for damages caused by her actions and/or conduct.

24. Defendant, Adam Sidote, was and is a resident of the County of Erie and State of New York. At all relevant times, Adam resided with his son, C.S., and his girlfriend, Julie Mudd, at

25. Defendant, Julie Mudd, was and is a resident of the County of Erie and State of New York. At all relevant times, Julie resided with her boyfriend, Adam Sidote, and his son, C.S., at

26. Defendant, C.S., was and is a resident of the County of Erie and State of New York. At all relevant times, C.S. resided with his father, Adam Sidote, and his father’s girlfriend, Julie Mudd, at

27. Defendant, Heather Sidote, was and is a resident of the County of Erie and State of New York. At all relevant times, Heather resided at

STATEMENT OF FACTS

28. On or about May 23, 2022, Mya’s mother smelled a peculiar odor emanating from Mya’s bedroom.

29. Upon entering the room, Tara inquired whether Mya had been smoking marijuana.

30. Mya refused to acknowledge her mother’s inquiries, and she left the home abruptly.

31. Tara presumed that Mya left for Amherst Central High School, where she was enrolled at the time as a high school junior.

32. Later that afternoon, however, Tara learned that Mya had in fact not gone to school; rather, Mya disappeared to stay with an individual who was unknown to her parents.

33. After learning that Mya failed to go to school—and without knowing where or with whom she was staying—Tara began to fear for her daughter’s safety, and so she decided to request the help of the Town of Amherst Police Department by calling to report Mya as a missing person.

34. On or about May 24, 2022, School Resource Officer, Mark Bechtel, with the Town of Amherst Police Department was able to locate Mya at Amherst Central High School and speak with her.

35. Mya told Officer Bechtel (and her high school counselor, Dave Benton) that day that she intended to return home after school and work.

36. A detective with the Town of Amherst Police Department then called back Tara and instructed her to file another missing person report if Mya failed to return home that night.

37. Much to her parent’s dismay, however, Mya failed to return home that night.

38. The next day, on or about May 25, 2022, Tara again reported Mya as missing to the Town of Amherst Police Department, but she was provided no information and to her knowledge no investigation was opened to search for and find her missing minor daughter.

39. From May 24-27, Mya stayed with various friends of hers who all could allow Mya to stay with them and their family on a temporary basis (a night or two) but could not allow Mya to stay with them for a long period of time.

40. Mya was desperate at this time to find a long-term solution so that she did not have to go home to live with her parents, who Mya believed treated her unfairly and in far too restrictive of a manner.

41. Mya’s desperation for a long-term housing solution took a turn for the worse when she reached her final destination—the home of C.S., Adam Sidote, Julie Mudd, which is located at (“the Sidote home”).

42. Indeed, unbeknownst to Mya, arrival at the Sidote home was not the refuge that she was so seeking; rather, it commenced a summer riddled with physical and sexual abuse.

43. During the approximate three months that she resided at the Sidote home, Mya endured daily physical, sexual, and verbal abuse from C.S. while residing in the Sidote home.

44. Upon information and belief, Adam Sidote and Julie Mudd actively concealed Mya from her family to allow C.S. to prey on her and use her as a stay-at-home girlfriend to have sex with.

45. In fact, C.S. and his father often would accompany Mya during her day-to-day activities in order to keep an eye on her and guard her in the event she was seen by her parents.

46. At the time of Mya’s arrival, C.S. was an unemployed 16-year-old high school dropout who was more than willing, with the support of his parents, to provide a hideaway for young Mya.

47. For years, C.S. and his parents struggled with behavioral issues related to C.S.’s own mental health issues. In fact, C.S.’s parents allowed him to stay home and stop going to school his sophomore year when he was just 14 years old due to the difficulty they had controlling his behavioral and mental health issues.

48. Upon information and belief, C.S. was out of control and his parents desperately needed assistance with keeping C.S.’s wild emotions at bay.

49. For example, when C.S. was upset, he threw temper tantrums, punched holes in walls, and generally destroyed the Sidote home while Mya lived there, and likely before as well.

50. Upon information and belief, C.S. rarely was disciplined for these poor behavior outbursts, and in fact he never was disciplined by his parents during the time that Mya lived in the Sidote home.

51. Mya’s relationship with C.S. and his parents quickly evolved into a *quid pro quo* dynamic—i.e., in exchange for allowing her to reside in their home, Mya was to pursue a role as C.S.’s caretaker and accommodate his demands, including sexually related demands that Mya was not interested in accommodating.

52. Pursuant to this arrangement, Mya would quell the wild behavior of C.S. and make him more manageable and easier to deal with for his parents.

53. To a certain extent, C.S.’s parents also came to depend on Mya for keeping their out-of-control son somewhat restrained and calm.

54. Shortly after meeting Mya, C.S.’s parents even went so far as to *encourage* Mya to perform her role as C.S.’s caretaker and satisfying his sexual desires, which quite disturbingly included Adam Sidote giving condoms to the two minors on the first day Mya moved into the Sidote home.

55. A few days after this encounter, Adam confronted Mya and asked her if she was on birth control, and in fact suggested to her that she go on birth control.

56. C.S.’s parents also told Mya that each night she stayed at the Sidote home she was expected to prepare C.S.’s food.

57. These actions, questions, and statements from C.S.’s parents led Mya to not only feel uncomfortable, but also to feel that she was expected to have sex with C.S. and take care of him in exchange for staying at the Sidote home.

58. Moreover, C.S.’s mother often talked to Mya about her having a baby with C.S. and wanted C.S.’s nephew to refer to her as “Aunt Mya,” which contributed to her uneasy feelings about staying at the Sidote home and her belief that she only was welcome to stay at the Sidote home because of her relationship with C.S., including her role of satisfying C.S.’s sexual desires.

59. C.S. also would not allow Mya to leave his sight and he supervised her around the clock.

60. For example, Mya was not to shower unless she was in the presence of C.S., and when Mya left to use the restroom C.S. insisted on going into the bathroom with her each time.

61. Upon information and belief, Adam Sidote, Heather Sidote, and Julie Mudd all knew of these peculiar behaviors by C.S., but they did nothing to stop C.S. from invading Mya’s personal privacy.

62. Specifically, approximately two months after Mya started to live at the Sidote home, Adam and Julie confronted Mya and C.S. and told them to stop going into the bathroom together, but that was only because C.S.’s younger siblings were coming home soon and C.S.’s parents did not want the younger siblings to know their older brother was watching Mya use the bathroom and shower.

63. In addition, the expectation from C.S.’s parents was that Mya was to sleep in bed with C.S. each night.

64. When Mya attempted to go and sleep in an area of the Sidote home where C.S. was not sleeping, she was met with C.S.’s temper and his parents did nothing to stop him.

65. For example, when Mya attempted to resist C.S.’s sexual advances and go sleep in a different bedroom, C.S. would restrain Mya and keep her on the bed and have sex with her without her consent.

66. In addition to harming her physically and emotionally, C.S. was also bad for Mya’s school-related issues at Amherst Central High School.

67. C.S. often would pressure (and usually he ultimately would persuade) Mya to skip school so she could be with him because he could not stand being without her for even short periods of time.

68. C.S.’s parents knew about and encouraged Mya to skip school because, upon information and belief, they were nervous that she might leave and never return to their son if she left the Sidote home, and further they were worried that Mya’s parents might see her and take her back home so they told C.S. and Mya to stay out of Amherst entirely.

69. When Mya would resist C.S.’s pressure to skip school, C.S. would often respond by refusing to drive her to school.

70. Nevertheless, there were days where C.S. reluctantly would drive Mya to school, and then he would wait in the school parking lot for *the entire school day* waiting for her to return so he could drive her home.

71. Upon information and belief, this was not the first time that C.S. and his parents took in a minor girl who ran away from her home in order for C.S. to have a stay-at-home girlfriend that accommodated his every need and sexual desire.

72. For instance, C.S. and his parents took in a young woman identified in this complaint as N.D., who was a sophomore in high school at the time and ran away from her parents’ home.

73. Once N.D. lived at the Sidote home for a period of time, C.S.'s parents convinced her to file for emancipation and they helped her with retaining an attorney to assist her with the process.

74. Upon information and belief, similar to what happened to Mya, C.S.'s parents made comments and took actions directed towards Natalie that made it apparent she was only welcome to stay at the Sidote home so long as she was involved in a sexual relationship with C.S.

75. Eventually, N.D. was able to leave this horrible living situation, but not without emotional and psychological scars as a result of her being trapped by the desire of C.S.'s parents to make her a stay-at-home girlfriend to appease the sexual desires of their difficult and mentally disturbed child.

76. Meanwhile, while Mya was being used as a stay-at-home girlfriend for C.S. at this disturbed family's home, Amherst Central High School took deliberate actions to hide Mya from her parents and conceal her location.

77. As explained above, it was on or around Memorial Day weekend when Mya found her way to the Sidote home.

78. That next week Mya returned to school, and her first day back she was swarmed by Principal Gregory Pigeon and several other teachers who came up to her at lunch and asked her for information on where she was staying.

79. During Mya's absence, Tara and Daniel relentlessly attempted to contact Amherst Central High School and the Amherst Police Department to find out where their daughter was and to make sure she was safe.

80. At no time, however, was Mya informed by any of these entities about her parents' extensive efforts to contact and locate her.

81. Upon information and belief, Principal Pigeon knew of Tara and Daniel's desire to communicate with their daughter and have her come home, and so he approached Mya in the lunchroom after Memorial Day weekend with no intention of actually finding out where she was staying to help her parents.

82. Rather, upon information and belief, Principal Pigeon approached Mya in the lunchroom in an attempt to learn more about why she was running away from home so Pigeon could conspire with these other entities to keep Mya hidden from her parents—which is what he ultimately wanted.

83. In fact, prior to Principal Pigeon's attempt to speak to her in the lunchroom, Mya had met with her high school guidance counselor, David Benton, on numerous occasions to discuss instances where she felt mistreated and abused by her parents.

84. Mya's allegations to Counselor Benton included claims that her father was physically abusive towards her.

85. Counselor Benton knew quite a bit about Mya's strained relationship with her parents and, upon information and belief, Counselor discussed Mya's claims of physical abuse by her father with Principal Pigeon prior to Mya running away from home on May 23, 2022.

86. When Mya met with Counselor Benton when she came back to school after Memorial Day weekend, Mya had approximately a 15-minute meeting with Benton and not once during that meeting did he ask Mya any questions about where she was staying or with whom.

87. In fact, Mya's entire meeting with Counselor Benton focused only on why she did not want to return home and whether Daniel was being physically abusive towards her.

88. Upon information and belief, Counselor Benton focused his meeting with Mya on whether she ran away from home due to abuse from her father because he knew that, prior to Mya running away from home in May 2022, on or about February 17, 2022, Mya contacted the Town of Amherst Police Department to report her father for pushing her to the ground following an argument about Mya skipping school that day.

89. According to the accompanying police report, when Amherst police officers responded to the scene, they found Daniel outside the residence and he appeared to be agitated according to the officers.

90. When the officers asked Daniel what happened, he told them that he started to get ready for work and realized that Mya did not go to school.

91. Daniel told the officers that this was an ongoing problem, and that Mya was failing out of Amherst Central High School and her BOCES "Harkness" program due to her poor attendance record.

92. Frustrated with Mya's apparent decision to skip school again on February 17th, Daniel told the officers that a verbal argument ensued between him and Mya, and during this verbal argument Mya started to point her finger in Daniel's face.

93. Daniel then grabbed and restrained Mya to get her out of his personal space, and as a result she fell to the ground.

94. The Amherst police officers then spoke with Mya, who confirmed Daniel's rendition of the events that transpired leading to her 911 call.

95. In fact, Mya told the officers that she was being disrespectful to her father and that was why he shoved her.

96. The officers then left the scene after they were satisfied with their investigation and felt everyone was safe.

97. No charges were filed, and the officers had no concerns with Mya and her father returning home together after work and school that day.

98. That February 17th incident led to a report to CPS alleging that Daniel abused and maltreated Mya.

99. On or around March 1, 2022, Daniel received a letter saying that he was the target of the CPS complaint and Tara received a letter that she was a witness for it.

100. That report and complaint was investigated by CPS and, on April 7, 2022, CPS sent separate letters to Daniel and Tara notifying them that the reports of them allegedly abusing and maltreating Mya on February 17, 2022 were “unfounded,” which means that “CPS did not find a fair preponderance of the evidence that [Mya] was abused or maltreated” by Daniel or Tara.

101. Later during Mya’s first week back to school after Memorial Day weekend, she was stopped in the hallway by Officer Bechtel, who asked her what was going on at home.

102. Mya told Officer Bechtel that she was kicked out by her parents because she was vaping in the house.

103. Officer Bechtel told her it wasn’t a big deal and that he would walk her the rest of the way to class.

104. Mya told Officer Bechtel during that walk that she planned to go back home the next day after work.

105. With weeks now passing with no contact from Mya and no word on where she was staying Tara and Daniel were desperate for reassurance that Mya was safe.

106. On June 1, 2022, Tara and Daniel contacted the Town of Amherst Police Department to file another missing person report, and they were met with snide comments and reluctance from the officers with whom they spoke.

107. Around that same time, on or around June 1, 2022, Tara called the Amherst High School and asked them if Mya was in school.

108. When a representative with the Amherst High School told her no, she asked why she was not contacted by someone at the school to tell her that her daughter did not go to school that day.

109. The person who spoke with Tara brushed off her concerns and incredibly told her that it was not the school's responsibility to keep track of Mya's whereabouts.

110. What Tara was told by this Amherst High School representative, however, is in direct contravention with Amherst School District policies and procedures, which require that parents be notified when students do not attend school.

111. Not receiving any assistance from Amherst High School or the Amherst Police Department, Tara and Daniel then hired a private investigator to find their daughter, and only then were they able to find out that she was staying at the Sidote home.

112. After they found out where she was staying, in a desperate attempt to see their daughter and talk with her about why she was not returning home, Tara and Daniel

arranged a meeting to take place at the Amherst Central High School, on June 3, 2022, to speak with Mya.

113. Upon information and belief, the Amherst Central School District never had the intention of complying with the agreed-upon arrangement with Tara and Daniel that they would meet with Mya on June 3rd to discuss her whereabouts and whether their minor child was safe.

114. For example, at no time did anyone affiliated with the Amherst Central School District tell Mya that her parents were coming in to meet with her that day.

115. Moreover, on the day of the scheduled meeting, Mya was pulled out of class by Amherst Central High School's Vice Dean of Students, Heather Kystoiak, who told Mya that a detective with the Town of Amherst Police Department wanted to speak with her.

116. At no time did Ms. Kystoiak tell Mya that her parents were scheduled to see her that day. In fact, Ms. Kystoiak specifically told Mya that she did not know her parents were coming into school that day.

117. Counselor Benton also called Mya into his office, and Mya spoke with him briefly that day as well.

118. At no time during that meeting, however, did Counselor Benton tell Mya that she was scheduled to meet with her parents.

119. Upon information and belief, the Amherst Central School Defendants, CPS Defendants, and Amherst Police Defendants all conspired to ensure that Mya did not meet with her parents on June 3rd so that she could continue to hide from them and not return home.

120. Upon further information and belief, Defendants conspired to do so because they incorrectly and wrongfully believed that Mya was being abused by her father, and

so they decided to take the role of judge, jury, and executioner, while conveniently avoiding all appropriate legal channels, to prevent Mya's parents from parenting her the way they saw fit.

121. When they arrived at the meeting, Mya's parents instantly were met with a suspicious ambush by Ms. Krystoiak, Counselor Benton, Officer Bechtel, and Detectives Smith and Schneider.

122. When Tara and Daniel asked where their daughter was, they told her that she was in the conference room, and that only Tara was allowed to go in and speak with Mya.

123. At no time did any of the Defendants or anyone affiliated with Amherst Central School District ask Mya if she wanted to speak with her father or mother that day.

124. Angry that Defendants would not allow him to see his daughter, Daniel became irate and demanded to be able to go into the room and speak with Mya.

125. Tara then told the Defendants that she would not go into the conference room without her husband because they are a family and Mya's absence from the home was a family issue.

126. In response to Tara and Daniel's protestations about Daniel not being allowed to go into the room to see his daughter, Detectives Smith and Schneider became combative and told Tara and Daniel that "we are not here to parent your kid." Tara responded that she and Daniel did not ask Defendants to parent Mya, and that she did not know who the Detectives were or why they were there. Tara then told Daniel that Defendants and the Detectives were not there to help them and turned around and started to walk out of the school.

127. Detective Smith then waved his finger in Daniel's face, and Daniel told the officer not to wag a finger in his face.

128. The situation then spiraled out of control, and Defendants and Mya's parents became agitated and angry with each other.

129. At that time, Tara left with Daniel when it became apparent that Defendants were not there to help them.

130. Defendants continued to antagonize Tara and Daniel as they left the school.

131. Tara was the first to leave the school, and she stood outside the door waiting for Daniel when she heard the school go into lockdown as Daniel was walking out of the school with Officer Bechtel. Tara heard Officer Bechtel apologize for how "it all happened" and Tara then asked him who was picking up Mya from school. Officer Bechtel responded that it was "a younger boy." He then apologized again as Tara and Daniel were walking out to their car.

132. After Tara and Daniel walked out of the school, Counselor Benton was the first person to enter the conference room where Mya was being kept.

133. Strangely, Counselor Benton lied to Mya and told her that he just got there and did not know what happened between Defendants and her parents, even though Tara and Daniel saw and spoke with Benton when they first arrived and saw him there the whole time.

134. Ms. Krystoiak was the next person who entered into the conference room, and immediately she apologized to Mya for the disturbance outside the conference room between Mya's parents and the Amherst School Defendants and Amherst police officer defendants, and an individual with the Amherst Central School District, Scott Lawnsack, then started to ask Mya for information regarding where and with whom she was residing.

135. Mya immediately disclosed the address for the Sidote home and information, including names, about the individuals she was living with, including Adam Sidote, Julie Mudd, and C.S.

136. After providing this basic information, Ms. Krystoiak and Counselor Benton led Mya to a room where they locked her in and told her she was not allowed to leave for the rest of the school day.

137. At no time did Ms. Krystoiak, Mr. Lawniczak, Counselor Benton, or anyone else affiliated with Amherst Central School District ask Mya if her living situation was safe or ask her any details about where and with whom she was sleeping every night and if she was comfortable with that arrangement.

138. After being kept in the room for a while, a CPS worker named Evelyn Foreman entered the room and spoke with Mya.

139. CPS Investigator Foreman met with Mya for no more than 15 minutes, and all of her questions were focused on whether Daniel was physically abusive towards Mya.

140. At no time did CPS Investigator Foreman ask Mya any questions about her living situation at the Sidote home and whether she was safe.

141. While Mya was being kept locked in the room by the Defendants, Tara and Daniel drove to the location of her BOCES “Harkness” program because Mya was scheduled to go that day and they knew they would be able to speak with her there.

142. Knowing, however, that Tara and Daniel would try to meet with Mya there, the defendants, including but not limited to Principal Pigeon, Detective Smith, and Detective Schneider, conspired together to keep Mya from going to her BOCES program, and therefore to keep Mya hidden from her parents.

143. When they didn't see Mya at her BOCES program, Tara and Daniel assumed that she stayed at Amherst Central High School that day, and so they drove back to the front parking lot where all students typically were picked up by either busses or parents in their cars and where they knew they would see Mya leave the school.

144. Tara and Daniel returned to Amherst Central High School after dismissal, and they were met outside by Gregory Pigeon, who downplayed the entire incident, including putting the school on lockdown. He told Tara and Daniel that it was a customary practice since they were in the hallway, and Tara then asked why they were in the hallway for the meeting. Officer Bechtel then approached Tara and Daniel, and he was no longer apologizing and spoke with a different tone. He told Tara and Daniel that they made Defendants put the school on lockdown, to which Principal Pigeon stepped in and said he already told Tara and Daniel that it was standard practice.

145. Knowing that Mya's parents were parked in the front parking lot and waiting for Mya so they could catch her before she left and speak with her, the defendants, including but not limited to Principal Pigeon, Detective Smith, and Detective Schneider, conspired together and instructed C.S. and Adam Sidote to go to a back parking lot at the school so they could pick up Mya without her parents seeing whose car she got into.

146. Principal Pigeon, Officer Bechtel, Detective Smith, and Detective Schneider then escorted Mya from the classroom to the back parking lot for the high school, where they walked her to C.S.'s car and handed her to the people who turned Mya into a stay-at-home girlfriend to appease the sexual desires of a young boy who clearly is mentally disturbed.

147. Quite notably, Adam Sidote followed C.S. to the school in his own car, and he was around the corner when Principal Pigeon, Detective Smith, and Detective Schneider walked Mya to C.S.'s car.

148. Even though it should have been strange to these defendants to see that Adam followed C.S. in his own car, they did not ask C.S. or Adam why they drove to the school in separate cars.

149. Moreover, these defendants, did not ask C.S. or Adam any questions about Mya's living situation and whether she was safe.

150. In fact, these defendants did not speak with Adam at all, and they only asked Mya whether her father had any firearms as she entered into C.S.'s car.

151. Due to the defendants' actions to conceal Mya and her whereabouts, Tara and Daniel were unable to find out what car C.S. and Adam drove as they did not see Mya leave the school premises.

152. Tara and Daniel did not get to speak with Mya at all that day.

153. On June 6, 2022, Amherst Central School District Superintendent, Anthony J. Panella, wrote to Daniel and notified him that a "No Trespassing" order had been issued based on what happened at the attempted June 3rd meeting.

154. On June 8, 2022, Tara Kreuder and Daniel Ryan received separate letters from CPS Investigator Foreman and her supervisor, Katherine Van Lean, stating that, "[o]n June 3, 2022, the New York Statewide Register of Child Abuse and Maltreatment (SCR) received a report alleging that you have abused or maltreated a child."

155. The letters to Tara and Daniel further stated that the investigation was assigned to CPS, and, upon information and belief, that investigation was led by CPS

Investigator Foreman, another CPS Investigator by the name of Christian Filipski, and CPS Supervisor Van Lean.

156. Upon further information and belief, it is believed that one or more of the Defendants caused a report to be issued against Tara and Daniel alleging that they abused and maltreated Mya in retaliation for simply trying to see and speak with their daughter on June 3rd.

157. Defendants, including but not limited to Principal Pigeon, Detective Smith, and Detective Schneider, all engaged in and caused confrontational conversations with Tara and Daniel on that date but never allowed them to see Mya.

158. However, in retaliation for Tara and Daniel’s rebellious attitude and failure to abide by the Defendants’ plan for how the meeting would be conducted (i.e., not allowing Daniel to speak with his daughter and only allowing Tara to do so), in addition to the Defendants’ apparent issues with Tara’s and Daniel’s parenting style, one or more of the Defendants abused their power and caused a CPS report to be issued against Tara and Daniel simply because they knew it would create a long and expensive process of fighting the charges in the CPS complaint that would cause further strife for the family.

159. Incredibly, to add insult to injury, the CPS report that was issued against Tara and Daniel for the June 3rd incident was based on claims of “inadequate guardianship,” Despite the fact that Tara and Daniel had been denied the ability to parent Mya by virtue of the defendants’ conduct.

160. In other words, because Tara and Daniel refused to take no for an answer when Defendants told them Tara, but not Daniel, could see Mya (without even asking Mya if that was what she wanted), Defendants believed that Tara and Daniel were not properly parenting of safeguarding the wellbeing of their child.

161. Defendants' allegations were baseless as Tara and Daniel spent all day on June 3rd trying to find their daughter and speak with her, but Defendants actively concealed her and prevented Tara and Daniel from finding Mya and determining where and with whom she was staying.

162. On June 17, 2022, Tara and Daniel received separate letters stating that the CPS report had resulted in "indicated" findings against them, which meant "CPS found a fair preponderance of evidence that [Tara and Daniel] abused or maltreated [Mya]."

163. These bogus charges eventually were dismissed by CPS without even a formal hearing, but not until over a year later and not without Tara and Daniel being forced to incur substantial attorneys' fees and costs to defend themselves against these meritless charges, which remained pending for over a year and caused substantial emotional and psychological distress for Plaintiffs and further unnecessary strife for their family.

164. Upon information and belief, the only "investigation" that was done by the CPS investigators, Evelyn Foreman, Christian Filipski, and Katherine La Vean, between the date of the incident and June 17, 2022 (the date of the indicated finding) was a less-than-fifteen-minute video conversation with Adam Sidote regarding Mya's living situation at the Sidote home.

165. Specifically, about a week after the June 3rd meeting, CPS Investigator Foreman contacted Adam Sidote and advised him that she would like to discuss Mya's living situation via a video chat.

166. In an effort to deceive CPS into believing that Mya had her own bedroom, C.S.'s parents instructed Mya to assist Adam in preparing for the virtual phone call by throwing

her clothes on the floor of an unoccupied bedroom and hanging clothes in the closet to make it appear that she was living in her own room.

167. Mya complied with these instructions from Adam Sidote and Julie Mudd.

168. The next day, CPS Investigator Foreman had a video phone call with Adam Sidote that lasted approximately ten minutes.

169. Upon information and belief, CPS Investigator Foreman never asked to speak with Mya.

170. Upon further information and belief, when CPS Investigator Foreman inquired about Mya's drug usage, Adam Sidote lied and stated that she was not using drugs or drinking alcohol.

171. Upon further information and belief, during this phone call, Adam Sidote showed CPS Investigator Foreman the room that was filled with Mya's clothes.

172. Upon further information and belief, from that point forward, it was the belief of CPS Investigator Foreman—and by extension the other CPS investigators involved in the investigation of Mya's living situation with the Sidotes and her relationship with her parents—that Mya had her own bed to sleep in (when in reality C.S.'s parents knew that Mya was slept with C.S. in his bedroom every night).

173. In fact, part of the reason C.S.'s parents did not want Mya sleeping in the unoccupied room in the Sidote house was because C.S.'s sister died when she was 12 years old, and the unoccupied room was where she stayed.

174. Every time Mya stayed in the sister's old room, C.S.'s parents became upset with her and criticized her for doing so.

175. Sometimes C.S. would pressure Mya (and other girlfriends of his) to have sex with him by saying she needed to “do it for Sydney,” the name of his dead sister.

176. C.S.’s parents often would put tremendous pressure on Mya with respect to her relationship with C.S., subjecting her to extreme emotional abuse.

177. For example, Adam Sidote would tell Mya things like “stop using [C.S.] for a place to stay” when C.S. was angry or upset with her (which was often), and also “I hope you’re not using my son for a place to stay.”

178. Adam also would ask Mya and C.S. openly about their sex life, which furthered Mya’s reasonable belief that it was the expectation of C.S.’s parents that she have sex with C.S. in return for a place to stay.

179. Moreover, C.S.’s parents took numerous actions to assist Mya in limiting her family’s ability to access and communicate with her.

180. For example, on or around June 13, 2022, C.S.’s parents, with the help and assistance of officers with the Town of Amherst Police Department, convinced Mya to file for an order of protection against her father, Daniel Ryan, and they assisted her in the process of doing so.

181. Familiar with the process of filing for an order of protection based on prior minor children that they took in to keep their mentally disturbed son occupied, C.S.’s parents told Mya what paperwork to fill out, how to fill out that paperwork, and where to go to file that paperwork to seek an order of protection against Daniel.

182. Mya complied with the instructions of C.S.’s parents by filing for an order of protection against Daniel in Erie County Family Court because she was told by C.S.’s parents

and the officers with the Town of Amherst Police Department that she would get her clothes and other items from her parents’ home if she filed for the protection order.

183. That order of protection, however, was never issued based on a lack of evidence to support that such an order against Daniel and in Mya’s favor was necessary or proper.

184. In addition, upon information and belief, one or more members of the Town of Amherst Police Department, including Detectives Smith and Schneider, advised Mya to get an order of protection against her parents so that she could go home and grab some of her belongings to live at the Sidote home on a permanent basis.

185. In addition, without ever speaking to Mya’s parents first to seek permission or learn their position on the subject, and even though Julie Mudd knew Tara Kreuder from high school, was friends with Tara, and could have contacted her if she wished, C.S.’s parents contacted a lawyer in an effort to assist Mya in obtaining an emancipation order.

186. Upon information and belief, C.S. and his parents had experience with seeking an emancipation order because C.S.’s prior ex-girlfriends, including Natalie, also resided in the Sidote home after running away from their families, and C.S.’s parents assisted those minor girls—who merely were having typical teenage issues with their parents and therefore more susceptible to believing that their life would be better without their parents—with obtaining an order of protection and emancipation order.

187. Ultimately, Mya dropped the order of protection when she realized that it would keep her from going to her sister’s wedding.

188. Moreover, regarding her sister’s wedding, which was scheduled for July 9, 2022, Mya received texts from her father, mother, and sister inquiring as to whether she would be in attendance.

189. Mya responded that she would, and when C.S.’s parents found out she was going, they told her it was not a good idea for her to go there and be with her family.

190. In this case, knowing how important her sister’s wedding and her attendance was to her family, Mya did not comply with the pleas and demands from C.S.’s parents to not go to her sister’s wedding, and so she told them that she would be attending the July 9th wedding.

191. Reluctant to allow Mya out of their sight and back into the grasp of her parents, C.S. and his father insisted that they drive Mya to the wedding rather than allow her family drive her to the wedding.

192. C.S. and his father dropped Mya off in the Walmart parking lot next to the wedding venue because Adam Sidote was afraid that Mya’s father might confront them at the venue.

193. Mya was able to celebrate her sister’s wedding with her family, and in fact all four of the family members took a photograph together to commemorate the occasion.

194. By all accounts, the wedding was a success and without any issues.

195. Nevertheless, brainwashed by C.S. and his parents, who told Mya that she would never be loved again by anyone else based on what C.S. had done to her, including vaginal and anal rape on a repeated basis, Mya returned to the Walmart parking lot and got back into the car with Adam and C.S. and allowed them to take her back to the Sidote home.

196. Throughout the summer of 2022, C.S. and his parents drove Mya out of state and out of the country on multiple occasions without knowledge or consent of Mya’s parents.

197. For example, C.S.’s mother, Heather Sidote, had a cottage in Sherkston, Canada, and C.S. took Mya there on at least four occasions during the summer of 2022.

198. Knowing that she would not be able to cross the border without it, Adam Sidote forged Daniel Ryan’s signature on a letter that stated Mya’s parents knew and allowed her to travel across the border and into Canada.

199. Adam told Mya to present the letter to the border agents if there were any issues or if they were stopped in trying to cross the border from the United States into Canada.

200. Each time that Mya was taken by C.S. to his mother’s cottage in Canada, they were left alone with no parent supervision and so they would use drugs and alcohol with other minors.

201. Upon information and belief, Adam Sidote, Heather Sidote, and Julie Mudd all allowed Mya and C.S. to go to Canada even though they knew there would be no parent supervision and further knew that they would be using drugs and alcohol.

202. Mya and C.S. would also have access to motor vehicles at Heather Sidote’s cottage—such as golf carts and ATVs—and C.S.’s parents knew or should have known that the minors would use those motor vehicles while intoxicated.

203. On one occasion, C.S. caused a motor vehicle crash while he was driving Mya and goofing around.

204. C.S., however, blamed the crash on Mya and told his mom that she was driving at the time of the crash.

205. Heather Sidote in turn threatened to make Mya pay her thousands of dollars in damages for the motor vehicle crash that was caused by C.S.

206. In addition, C.S.’s father would allow C.S. and Mya to hang out at Heather Sidote’s house, in which he knew or should have known there was no adult supervision.

207. Heather Sidote’s home was filled with dirt, trash, and animals that were not taken care of, and there were numerous occasions where Mya and C.S. witnessed and interacted with various strange men visiting Heather’s home.

208. C.S.’s parents knew, or should have known, that C.S. was much more aggressive and physically abusive towards Mya when he was not being supervised by parents.

209. C.S.’s parents also knew, or should have known, that C.S. would force Mya to have sex more often when his parents were not around.

210. In sum, C.S.’s parents knew, or should have known, that Mya was not safe around C.S. without parental supervision.

211. Mya was forced to suffer in this nightmare situation until the end of August, when Tara and Daniel were able to send an officer over to retrieve their daughter and finally bring her back home to safety.

212. Since returning home, Mya is torn up and emotionally scarred from the traumatic summer she was forced to endure at the hands of C.S. and his parents, and Daniel and Tara are heartbroken over the impact these incidents have had on their daughter.

213. In addition to the emotional and psychological trauma that endures for their daughter, Tara and Daniel also have experienced significant emotional and psychological distress from these events.

214. Only through therapy, medication, and time has Mya been able to finally reveal to her parents the horror that took place at the Sidote home in the summer of 2022.

215. Since revealing the fact that she was raped on a repeated basis, Tara and Daniel have suffered tremendous emotional and psychological injuries knowing that their minor daughter was hurt in a way that can never be healed.

216. These psychological injuries are permanent and continuing in nature and for which Plaintiffs are entitled to significant damages.

217. For Daniel, worried sick that he would never be able to see his child again, he was unable to work during this time when Mya was away from the home with the Sidote family, and he therefore lost significant income and business opportunities.

218. Daniel also suffered emotional and psychological distress as a result of his worry over his child’s safety, and now again he has been re-traumatized after learning what she was forced to endure at the Sidote home as a result of Defendants’ actions to deliberately hide her from her parents.

219. Quite disturbingly, since leaving the Sidote home, Mya has confronted C.S. and his parents through text messages about the physical and sexual abuse that she was forced to suffer at the hands of C.S. in the summer of 2022.

220. On one occasion, Mya was texting C.S. and Heather Sidote in a group chat, and Mya accused C.S. in the group chat of raping her.

221. Heather responded by texting “[t]hats (sic) a terrible accusation,” and when Mya responded by telling Heather that she saw Mya right after the rape, C.S. responded by writing “she’s not wrong mom, you literally had a talk with me.”

222. Heather responded to C.S.’s incredible admission by writing, “Stop ok. You two ive (sic) had enough.”

223. Mya ended the texting conversation by writing to both Heather and C.S. “Adam [Sidote] also had a talk with him when he raped [N.D.]” and “Good parents.”

224. In addition, since leaving the Sidote home, C.S. has messaged Mya and admitted to her that he raped Mya, Natalie Duggan, and other past girlfriends as well.

225. C.S. has admitted to vaginal and anal rape of Mya and other minor children.

226. Upon information and belief, C.S.’s parents have had numerous conversations with him about his criminal sexual acts, and therefore they have and had at all relevant times actual knowledge of the danger that their son presented to young minor girls.

227. Despite this actual or constructive knowledge of the danger their son posed to others, they not only allowed it, but they encouraged and enabled it as well by providing C.S. unsupervised places to take his girlfriend where his parents would either provide or allow C.S. and his girlfriend to use drugs and alcohol freely, thus putting these minor girls in greater danger of C.S.’s sexually deviant behavior.

228. Again, rather than properly investigate Mya’s living situation to make sure she was safe living with the Sidotes, Defendants, individually and collectively, took a very casual approach to this matter and took very few actions to make sure the Sidotes were an appropriate family to care for Mya and supervise her to ensure her safety.

229. Defendants also took no steps to investigate the Sidotes’s past attempts to take minor girls into their home, against the wishes of the parents of the minor girl, to be used as a stay-at-home girlfriends for their mentally disturbed son.

230. In failing to take these necessary steps to conduct a reasonable investigation regarding Mya’s safety under the circumstances, Defendants in fact placed Mya in great danger and caused irreparable harm to her psychological and emotional well-being, and for these reasons Plaintiffs seek substantial damages to appropriately compensate them for the harm caused by Defendants’ egregious violations of the most basic and fundamental rights for any United States citizen—i.e., the ability to raise, supervise, and parent their child in the manner that they deemed most appropriate to give their child the best chance to succeed and be happy in life.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

VIOLATION OF THE FIRST AMENDMENT

First Amendment Retaliation under 42 U.S.C. § 1983

**Against Gregory Pigeon, Heather Kystoiak, Scott Lawniczak, David Benton,
Officer Mark Bechtel, Detective Ronald Smith, Detective Dave Schneider,
Katherine Van Lean, Christian Filipski, and Evelyn Foreman**

231. Plaintiffs incorporate the allegations contained in paragraphs 1 through 230 of this complaint as if fully set forth herein.

232. Upon information and belief, taking issue with Plaintiffs’ consistent criticism of Defendants for failing to help with locating their daughter and due to the incident at Amherst Central High School involving Mya’s parents on or about June 3, 2022, one or more of the Defendants contacted CPS in retaliation for Plaintiffs’ critical speech of Defendants’ actions in concealing their daughter from them.

233. Specifically, upon information and belief, one or more of Defendants caused a CPS report for “inadequate guardianship” to be issued against Tara and Daniel, which had no basis in fact at all and was reported purely in retaliation.

234. Plaintiffs’ criticism of Defendants was noncommercial speech and hence, was protected by the First Amendment.

235. Plaintiffs’ speech did not violate any law.

236. Defendants’ conduct and actions, including the false report to CPS, were motivated and/or substantially caused by Plaintiffs’ critical speech of Defendants and their handling of Mya’s situation.

237. The conduct and actions of Defendants were done intentionally, maliciously, with deliberate indifference, and/or with reckless disregard for the natural and probable consequences of their acts.

238. Defendants’ conduct and actions were done without lawful justification or reason and caused injury to Plaintiffs, as described above.

239. The aforesaid conduct by Defendants was willful, malicious, oppressive, and/or reckless and was of such a nature that Plaintiffs claim punitive damages against each of them in an amount commensurate with the wrongful acts alleged herein.

SECOND CAUSE OF ACTION
Violation of the Fourteenth Amendment
Procedural Due Process Violation under 42 U.S.C. § 1983
Against Gregory Pigeon, Heather Kystoiak, Scott Lawniczak, David Benton, Mark Bechtel, Ronald Smith, Dave Schneider, Katherine Van Lean, Christian Filipski, Evelyn Foreman, C.S., Adam Sidote, Heather Sidote, and Julie Mudd

240. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 239 of this complaint as if fully set forth here.

241. Under the Fourteenth Amendment to the United States Constitution, no government official shall “deprive any person of life, liberty, or property, without due process of

law.”

242. In addition to protecting certain unenumerated rights, the Due Process Clause of the Fourteenth Amendment also has a procedural aspect which guarantees an individual’s right to fair procedures before depriving a person of “life, liberty, or property.”

243. Plaintiffs had sole and exclusive rights to the care, custody, and control of their child.

244. These Defendants condemned Mya’s parents for struggling with Mya and concluded that Mya was safer living with a boyfriend who raped and abused her without first providing Plaintiffs with notice and without providing the Plaintiffs with any opportunity or forum to resolve matters before irreparable damages ensued at the expense of infant Mya.

245. In committing these acts, these Defendants failed to provide reasonable notice of any kind to Plaintiffs that the above-referenced determinations had been made and, thus, they prevented the Plaintiffs from attempting in any way to oppose or to prevent their vulnerable daughter being entrusted to manipulative and sadistic criminals.

246. Mya was not endangered by living in the home of her family and since there was no emergency with respect to Mya’s wellbeing, Plaintiffs were entitled to a pre-deprivation hearing before these Defendants actively engaged in concealing Mya and depriving Plaintiffs from exercising their rights as her parents as required under the Due Process Clause of the Fourteenth Amendment.

247. As a result of their actions and inactions, these Defendants deprived Plaintiffs of their procedural due process rights.

248. The conduct by these Defendants was committed under the color of state law.

249. These Defendants acted in concert with C.S., Adam Sidote, and Julie Mudd to violate Plaintiffs’ rights and in furtherance of causing damages to the Plaintiffs, and therefore, these private actors may be held liable under 42 U.S.C. § 1983 pursuant to the joint action theory.

250. As a direct and proximate result of the foregoing, Plaintiffs were damaged and injured in an amount to be determined at trial.

251. The conduct by these Defendants was willful, malicious, oppressive, and reckless, and was of such a nature that Plaintiffs claim punitive damages against each of them in an amount commensurate with the wrongful acts alleged.

THIRD CAUSE OF ACTION
Violation of the Fourteenth Amendment
Substantive Due Process Violation under 42 U.S.C. § 1983
Against Gregory Pigeon, Heather Kystoiak, Scott Lawniczak, David Benton, Mark Bechtel, Ronald Smith, Dave Schneider, Katherine Van Lean, Christian Filipski, Evelyn Foreman, C.S., Adam Sidote, Heather Sidote, and Julie Mudd

252. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 251 of this complaint as if fully set forth here.

253. Under the Fourteenth Amendment to the United States Constitution, no state shall “deprive any person of life, liberty, or property, without due process of law.”

254. In addition to guaranteeing certain procedural protections, the Due Process Clause of the Fourteenth Amendment guarantees certain substantive protections to parents, including the substantive right to remain with their children without the interference of the State.

255. These Defendants acted arbitrarily, oppressively, and in a conscience-shocking manner in authorizing and hiding infant Mya from her parents so that she could live in

the home of a rapist to be sexually, physically, and emotionally abused.

256. These Defendants improperly declared an emergency where no circumstances justifying emergency measures existed, provided no notice to Plaintiffs, and consciously disregarded the rules and procedures in place to protect the due process rights of Plaintiffs, thereby intentionally depriving Plaintiffs of their parental and other rights without an opportunity to be heard.

257. Plaintiffs’ substantive due process rights under the Fourteenth Amendment of the Constitution of the United States were violated, as Plaintiffs have suffered a loss of the right to care and control the upbringing of their infant daughter and they have incurred liabilities in the form of a private investigator fees, attorneys’ fees, and other costs, due to the illegal acts of these Defendants.

258. The deprivation of the Plaintiffs’ familial rights by these Defendants was an arbitrary and capricious violation of Plaintiffs’ due process rights.

259. These Defendants were deliberately indifferent to the possibility that their actions and omissions would lead to a deprivation of constitutionally protected rights.

260. The conduct by these Defendants involved reckless or deliberate and callous indifference to Plaintiffs’ rights.

261. These Defendants intentionally or recklessly failed to provide Plaintiffs with an opportunity to be heard before depriving Plaintiffs of the right to care and to control the upbringing of their child.

262. The actions by these Defendants deprived Plaintiffs of their substantive due process rights guaranteed by the Fourteenth Amendment.

263. The conduct by these Defendants was committed under the color of state

law.

264. These Defendants acted in concert with C.S., Adam Sidote, and Julie Mudd to violate Plaintiffs’ rights and in furtherance of causing damages to the Plaintiffs, and therefore, these private actors may be held liable under 42 U.S.C. § 1983 pursuant to the joint action theory.

265. As a direct and proximate result of the foregoing, Plaintiffs were damaged and injured in an amount to be determined at trial.

266. The conduct by Defendants was willful, malicious, oppressive, and reckless, and was of such a nature that Plaintiffs claim punitive damages against each of them in an amount commensurate with the wrongful acts alleged.

FOURTH CAUSE OF ACTION

Violation of the Fourteenth Amendment
Violation of the Equal Protection Clause under 42 U.S.C. § 1983
Against Gregory Pigeon, Heather Kystoiak, Scott Lawniczak, David Benton, Mark Bechtel, Ronald Smith, Dave Schneider, Katherine Van Lean, Christian Filipski, Evelyn Foreman, C.S., Adam Sidote, Heather Sidote, and Julie Mudd

267. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 266 of this complaint as if fully set forth here.

268. The Fourteenth Amendment to the United States Constitution provides that no State shall “deny to any person within its jurisdiction the equal protection of the laws.”

269. The allegations described above demonstrate that Plaintiffs appear to have been singled out and treated very differently from other parents who have struggled with stereotypical teen rebellion in Amherst.

270. These Defendants violated Plaintiffs’ well-established rights under the Equal Protection Clause of the Fourteenth Amendment in that they deprived Plaintiffs, without due process of law, of their right to care for their minor daughter by concealing Mya and preventing Tara and Daniel from locating and speaking with Mya by repeatedly and egregiously violating school procedures and policies that were in place and followed for other parents and students at Amherst Central High School.

271. Upon information and belief, had these school procedures and policies been followed—such as the rule to notify parents when their child does not attend school or when a child goes home with someone other than a parent or not on a bus that takes the child home—Mya would not have been victimized by C.S. and his family.

272. Through these actions, as well as the acquiescence and assistance of others, these Defendants collectively deprived Plaintiffs of the rights secured to them by the Fourteenth Amendment to the Constitution of the United States.

273. These Defendants acted in concert with C.S., Adam Sidote, and Julie Mudd to violate Plaintiffs’ rights and in furtherance of causing damages to the Plaintiffs, and therefore, these private actors may be held liable under 42 U.S.C. § 1983 pursuant to the joint action theory.

274. As a direct and proximate result of the foregoing, Plaintiffs were damaged and injured in an amount to be determined at trial.

275. The conduct by these Defendants was willful, malicious, oppressive, and reckless, and it was of such a nature that Plaintiffs claim punitive damages against each of them in an amount commensurate with the wrongful acts alleged.

FIFTH CAUSE OF ACTION

Violation of the Fourth, Fifth, and Fourteenth Amendments
Abuse of Process under 42 U.S.C. § 1983
Against Gregory Pigeon, Heather Kystoiak, Scott Lawniczak, David Benton, Mark Bechtel,
Ronald Smith, Dave Schneider, Katherine Van Lean, Christian Filipski, Evelyn Foreman,
C.S., Adam Sidote, Heather Sidote, and Julie Mudd

276. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 275 of this complaint as if fully set forth here.

277. These Defendants committed an abuse of process by attempting to utilize CPS and the process for reporting mistreatment and abuse of children to retaliate against Plaintiffs because Tara and Daniel called these Defendants repeatedly attempting desperately to locate their missing child and objected to these Defendants’ efforts to prevent them from speaking to Mya.

278. These Defendants reported Tara and Daniel to CPS for the improper purpose of causing harm to Plaintiffs due to Defendants’ personal animus towards the Plaintiffs; to harm the Plaintiffs’ reputations; to deprive the Plaintiffs of their rights without affording the Plaintiffs any opportunity to be heard; to cause further strife in Plaintiffs’ family and create a proceeding that these Defendants knew, or should have known, would be a long and difficult process for Plaintiffs to obtain dismissal of; and to violate the Plaintiffs’ rights secured by the Constitution of the United States.

279. These Defendants deprived Plaintiffs of the rights secured to them by the Constitution of the United States.

280. These Defendants acted in concert with C.S., Adam Sidote, and Julie Mudd to violate Plaintiffs’ rights and in furtherance of causing damages to the Plaintiffs, and therefore, these private actors may be held liable under 42 U.S.C. § 1983 pursuant to the joint

action theory.

281. As a direct and proximate result of the foregoing, Plaintiffs were damaged and injured in an amount to be determined at trial.

282. The conduct by Defendants was willful, malicious, oppressive, and reckless, and it was of such a nature that Plaintiffs claim punitive damages against each of them in an amount commensurate with the wrongful acts alleged.

SIXTH CAUSE OF ACTION

VIOLATION OF THE FIRST AND FOURTEENTH AMENDMENTS

Violation of Due Process Right to Care and Custody of Child and
Right to Intimate Association under 42 U.S.C. §1983

Against Gregory Pigeon, Heather Kystoiak, Scott Lawniczak, David Benton, Mark Bechtel,
Ronald Smith, Dave Schneider, Katherine Van Lean, Christian Filipski, Evelyn Foreman,
C.S., Adam Sidote, Heather Sidote, and Julie Mudd

283. Plaintiff incorporates the allegations contained in paragraph 1 through 282 of this complaint as if fully set forth herein.

284. Tara and Daniel have a constitutionally protected liberty interest in the care, custody, and management of their daughter, Mya, and the right to intimate association, and a substantial measure of sanctuary from unjustified interference from the State.

285. Tara and Daniel have been deprived of said liberty interest without due process of law inasmuch as these Defendants retaliated against them for taking issue with their negligent care and supervision of their daughter and ignoring and/or choosing not to investigate the evidence indicating that Mya was in grave danger each day without benefit of the care of her parents and, in the alternative, manifested contentious circumstances based on a falsified

allegations against Tara and Daniel and created coercive interference from the CPS, which ultimately resulted in Mya being repeatedly raped and abused until she was returned home.

286. Upon information and belief, these Defendants understood and/or were aware that submitting a CPS report would likely not only delay Mya’s return to her family but could result in a permanent loss of custody of Mya.

287. Through his aforementioned actions and omissions, these Defendants deprived Tara and Daniel of their rights protected by the Fourteenth Amendment against the State’s unwarranted usurpation, disregard, or disrespect.

288. These Defendants deprived Plaintiffs of their liberty interest without probable cause in violation of clearly established constitutional law, and no reasonable school board, police officer, or CPS worker would have believed that their actions were lawful.

289. As a result of the unconstitutional conduct by these Defendants, Tara and Daniel were deprived of physical custody of their daughter, control over whether their daughter would continue school, or where she would go to school, control over their daughter’s actions involving sex and drugs, and control over their daughter’s safety and well-being.

290. These Defendants acted in concert with C.S., Adam Sidote, and Julie Mudd to violate Plaintiffs’ rights and in furtherance of causing damages to the Plaintiffs, and therefore, these private actors may be held liable under 42 U.S.C. § 1983 pursuant to the joint action theory.

291. As a direct and proximate result of the foregoing, Plaintiffs were damaged and injured in an amount to be determined at trial.

292. The conduct by these Defendants was willful, malicious, oppressive, and reckless, and it was of such a nature that Plaintiffs claim punitive damages against each of them in an amount commensurate with the wrongful acts alleged.

SEVENTH CLAIM FOR RELIEF

VIOLATION OF FIRST, FOURTH, FIFTH, AND FOURTEENTH AMENDMENTS
Failure to Intervene under 42 U.S.C. § 1983
Against Gregory Pigeon, Heather Kystoiak, Scott Lawniczak, David Benton, Mark Bechtel, Ronald Smith, Dave Schneider, Katherine Van Lean, Christian Filipski, Evelyn Foreman, C.S., Adam Sidote, Heather Sidote, and Julie Mudd

293. Plaintiffs incorporate the allegations contained in paragraphs 1 through 292 of this complaint as if fully set forth herein.

294. These Defendants failed to take reasonable steps to prevent their fellow officers, caseworkers, and school board members from engaging in the illegal acts alleged herein, though they were present at the scene of such violations and were capable of doing so.

295. The actions by these Defendants violated Plaintiffs’ constitutionally protected rights under the First, Fourth, Fifth, and Fourteenth Amendments.

296. These Defendants knew, or reasonably should have known, that their conduct violated Plaintiffs’ clearly established constitutionally protected rights.

297. These Defendants acted with the intent to violate, or with deliberate or reckless indifference to, Plaintiff’s clearly established rights under the First, Fourth, Fifth, and Fourteenth Amendment.

298. These Defendants acted in concert with C.S., Adam Sidote, and Julie Mudd to violate Plaintiffs’ rights and in furtherance of causing damages to the Plaintiffs, and therefore, these private actors may be held liable under 42 U.S.C. § 1983 pursuant to the joint

action theory.

299. At all times relevant herein, these Defendants were acting under the color of state or federal law.

300. As a direct and proximate result of the foregoing, was damaged and injured in an amount to be determined at trial.

301. The aforesaid conduct by these Defendants was willful, malicious, oppressive, and/or reckless and was of such a nature that Plaintiffs’ claims punitive damages against each of them in an amount commensurate with the wrongful acts alleged herein.

EIGHTH CLAIM FOR RELIEF

**VIOLATION OF FIRST, FOURTH, FIFTH, AND FOURTEENTH AMENDMENTS
Conspiracy to Violate Plaintiffs’ Constitutional Rights
Against Gregory Pigeon, Heather Kystoiak, Scott Lawniczak, David Benton, Mark Bechtel,
Ronald Smith, Dave Schneider, Katherine Van Lean, Christian Filipski, Evelyn Foreman,
C.S., Adam Sidote, Heather Sidote, and Julie Mudd**

302. Plaintiffs incorporate the allegations contained in paragraphs 1 through 301 of this complaint as if fully set forth herein.

303. By and through the actions described above, these Defendants, acting under the color of state law, conspired to deprive Plaintiffs of their constitutional rights as guaranteed by the First, Fourth, Fifth, and Fourteenth Amendments of the United States Constitution.

304. These Defendants conspired amongst themselves to fabricate a story that Tara and Daniel were not fit to care for Mya because, as concerned parents, they expressed their frustration regarding the unreasonable deprivation of their daughter.

305. These Defendants agreed to deprive Tara and Daniel of their constitutional rights and deprived them of their constitutional rights by physically preventing Tara and Daniel access to their daughter and then continuously hiding Mya to allow her to live in a location where she endured rape and abuse, thereby causing Plaintiffs pain and mental anguish, together with shock, fright, apprehension, embarrassment, and humiliation.

306. These Defendants acted in concert with C.S., Adam Sidote, and Julie Mudd to violate Plaintiffs’ rights and in furtherance of causing damages to the Plaintiffs, and therefore, these private actors may be held liable under 42 U.S.C. § 1983 pursuant to the joint action theory.

307. As a direct and proximate result of the foregoing, Plaintiffs were damaged and injured in an amount to be determined at trial.

308. The aforesaid conduct by these Defendants was willful, malicious, oppressive, and/or reckless and was of such a nature that Plaintiffs claims punitive damages against each of them in an amount commensurate with the wrongful acts alleged herein.

NINTH CAUSE OF ACTION

Violation of the First, Fourth, Fifth, and Fourteenth Amendment
Policy, Custom, and Practice of Defendants and
Failure to Supervise and Train under 42 U.S.C. § 1983
Against the Town of Amherst

309. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 308 of this complaint as if fully set forth here.

310. Defendant the Town of Amherst developed and maintained policies, customs, and practices exhibiting deliberate indifference to the Plaintiffs’ parental rights.

311. At all relevant times, defendant Town of Amherst was aware that defendants Officer Mark Bechtel, Detective Ronald Smith, and Detective Dave Schneider were inadequately trained regarding the parental rights of parents under the First, Fourth, Fifth, and Fourteenth Amendments, yet defendant Town of Amherst maintained a policy or custom of failing to provide defendants Officer Mark Bechtel, Detective Ronald Smith, and Detective Dave Schneider training on the First, Fourth, Fifth, and Fourteenth Amendments, parental rights, or adequate supervision over them.

312. It was the policy or custom, or both, of defendant Town of Amherst to inadequately supervise and train its police officers, including defendants Officer Mark Bechtel, Detective Ronald Smith, and Detective Dave Schneider, so it thereby failed to prevent the constitutional violations against Plaintiffs.

313. Upon information and belief, defendant Town of Amherst maintained a policy, custom, or practice of interfering with Plaintiffs’ parental rights and disregarding Plaintiffs’ legitimate right to parent their child, Mya, in a way that they saw fit to remedy and rectify her rebellious behavior.

314. Upon information and belief, defendant Town of Amherst maintained a policy, custom, or practice of interfering with Plaintiffs’ parental rights with reckless disregard to the due process rights of Plaintiffs because the Town and its employees had personal animus towards Plaintiffs.

315. Defendant Town of Amherst failed to properly screen and supervise defendants Officer Mark Bechtel, Detective Ronald Smith, and Detective Dave Schneider, despite their duty to screen and supervise all Town employees. The Town of Amherst retained or allowed defendants Officer Mark Bechtel, Detective Ronald Smith, and Detective Dave

Schneider despite their history of inappropriate and unlawful acts that were documented by Town of Amherst and known by the appropriate policymakers who could rectify and change the behavior of those agents.

316. Upon information and belief, Town of Amherst policymakers, including, but not limited to condoned and encouraged the inappropriate behavior by defendants Officer Mark Bechtel, Detective Ronald Smith, and Detective Dave Schneider in an effort to retaliate against Plaintiffs for voicing their legitimate concerns.

317. Defendant Town of Amherst’s policies, customs, and practices demonstrate a deliberate indifference to the constitutional rights of persons within the Town of Amherst, including Plaintiffs, and it therefore caused the violation of Plaintiffs’ rights.

318. Defendant Town of Amherst ratified and acquiesced in the unlawful conduct of the other defendants, as is evidenced by the Town of Amherst’s failure to discipline and/or correct the bad behavior of the other defendants.

319. As a direct and proximate result of the foregoing, Plaintiffs were damaged and injured in an amount to be determined at trial.

TENTH CAUSE OF ACTION

**Violation of the First, Fourth, Fifth, and Fourteenth Amendment
Policy, Custom, and Practice of Defendants and
Failure to Supervise and Train under 42 U.S.C. § 1983
Against the Amherst Central School District and
Amherst Central School District Board of Education**

320. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 319 of this complaint as if fully set forth here.

321. Defendants Amherst Central School District and Amherst Central School District Board of Education developed and maintained policies, customs, and practices exhibiting deliberate indifference to the Plaintiffs’ parental rights.

322. At all relevant times, defendants Amherst Central School District and Amherst Central School District Board of Education were aware that defendants Gregory Pigeon, Heather Kystoiak, Scott Lawniczak, Mark Bechtel, and David Benton were inadequately trained regarding the parental rights of parents under the First, Fourth, Fifth, and Fourteenth Amendments, yet defendants Amherst Central School District and Amherst Central School District Board of Education maintained a policy or custom of failing to provide defendants Gregory Pigeon, Scott Lawniczak, Heather Kystoiak, Mark Bechtel, and David Benton training on the First, Fourth, Fifth, and Fourteenth Amendments, parental rights, or adequate supervision over them.

323. It was the policy or custom, or both, of defendants Amherst Central School District and Amherst Central School District Board of Education to inadequately supervise and train its employees and agents, including defendants Gregory Pigeon, Heather Kystoiak, Scott Lawniczak, Mark Bechtel, and David Benton, so it thereby failed to prevent the constitutional violations against Plaintiffs.

324. Upon information and belief, defendants Amherst Central School District and Amherst Central School District Board of Education maintained a policy, custom, or practice of interfering with Plaintiffs’ parental rights and disregarding Plaintiffs’ legitimate right to parent their child, Mya, in a way that they saw fit to remedy and rectify her rebellious behavior.

325. Upon information and belief, defendants Amherst Central School District and Amherst Central School District Board of Education maintained a policy, custom, or practice

of interfering with Plaintiffs’ parental rights with reckless disregard to the due process rights of Plaintiffs because defendants Amherst Central School District and Amherst Central School District Board of Education and its employees had personal animus towards Plaintiffs.

326. Defendants Amherst Central School District and Amherst Central School District Board of Education failed to properly screen and supervise defendants Gregory Pigeon, Heather Kystoiak, Scott Lawniczak, Mark Bechtel, and David Benton, despite their duty to screen and supervise all employees of the School District and Board of Education. Defendants Amherst Central School District and Amherst Central School District Board of Education retained or allowed defendants Gregory Pigeon, Heather Kystoiak, Scott Lawniczak, Mark Bechtel, and David Benton, despite their history of inappropriate and unlawful acts that were documented by defendants Amherst Central School District and Amherst Central School District Board of Education and known by the appropriate policymakers who could rectify and change the behavior of those agents.

327. Upon information and belief, policymakers of defendants Amherst Central School District and Amherst Central School District Board of Education, including, but not limited to, defendant Principal Gregory Pigeon, condoned and encouraged the inappropriate behavior by defendants Heather Kystoiak, Scott Lawniczak, Mark Bechtel, and David Benton in an effort to retaliate against Plaintiffs for voicing their legitimate concerns.

328. Defendants Amherst Central School District and Amherst Central School District Board of Education’s policies, customs, and practices demonstrate a deliberate indifference to the constitutional rights of individuals, including Plaintiffs, and it therefore caused the violation of Plaintiffs’ rights.

329. Defendants Amherst Central School District and Amherst Central School District Board of Education ratified and acquiesced in the unlawful conduct of the other defendants, as is evidenced by defendants Amherst Central School District and Amherst Central School District Board of Education’s failure to discipline and/or correct the bad behavior of the other defendants.

330. As a direct and proximate result of the foregoing, Plaintiffs were damaged and injured in an amount to be determined at trial.

ELEVENTH CAUSE OF ACTION

Negligent Infliction of Emotional Distress
Against Defendants C.S., Adam Sidote, Heather Sidote, and Julie Mudd

331. Plaintiff repeats and realleges paragraphs 1 through 330 of the complaint with the same force and effect as though fully set forth here.

332. At all relevant times, it was the duty of these defendants and their agents to use reasonable care in the supervision and care of Plaintiffs’ daughter, Mya.

333. After defendants C.S., Adam Sidote, Heather Sidote, and Julie Mudd wrongfully deprived Tara and Daniel of access to their minor child, these defendants had a heightened duty owed to Plaintiffs that included a responsibility to protect their daughter, Mya, from harm.

334. Defendants breached this duty by failing to keep Plaintiffs’ daughter, Mya, safe from verbal, sexual, and physical abuse at the hands of C.S., as well as verbal abuse at the hands of Adam Sidote, Heather Sidote, and Julie Mudd.

335. Defendants knew, or in the exercise of reasonable care, should have known, that their failure to properly supervise C.S. would subject Mya to sexual abuse.

336. Defendants’ acts, conduct, inaction, and omissions constituted negligence and breach of their duty to properly supervise and care for Plaintiffs’ daughter, Mya, while she was in the care and custody of C.S. and his parents.

337. Defendants’ negligence caused emotional distress and physical injury to Mya, which in turn caused emotional distress to Mya’s parents, Tara and Daniel.

338. As a result of the foregoing, Tara and Daniel are entitled to an award of damages in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

339. Defendants’ conduct, action, inaction, or omissions were willful, despicable, knowing, and intentional, and accordingly, Tara and Daniel are entitled to an award of damages and punitive damages in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

TWELFTH CAUSE OF ACTION

Negligence

Against Defendants C.S., Adam Sidote, Heather Sidote, and Julie Mudd

340. Plaintiffs repeat and reallege paragraphs 1 through 339 of the complaint with the same force and effect as though fully set forth here.

341. Defendants had a duty to take reasonable measures to protect Plaintiffs’ daughter, Mya, from sexual harassment, including sexual assault and rape at the hands of their minor son, C.S.

342. Defendants had a duty to investigate and resolve complaints of rape against their son to protect their minor-aged house guests and ensure their safety.

343. Defendants had a duty to properly warn, train, and prevent their son from raping minor girls.

344. Defendants had a duty to properly warn, train, and educate C.S.’s girlfriends about what constitutes rape and that such actions would not be tolerated in their household.

345. Defendants breached their duty of care by, among other things, failing to conduct investigate Mya’s complaints of rape and to protect her from C.S.

346. Defendants breached their duty of care by, among other things, allowing defendant C.S. to come into contact with Mya while supplying them with drugs and alcohol.

347. Defendants breached their duty of care by, among other things, failing to properly resolve Mya’s complaint that she had been raped by C.S.

348. Defendants’ breaches of the standard of care directly and proximately caused injuries to Plaintiffs, which include, but are not limited to, severe emotional, psychological, and mental distress as a result of what Mya was forced to unnecessarily endure while living with the Sidotes.

349. As a result of the foregoing, Plaintiffs are entitled to an award of damages in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

350. Defendants’ conduct as described above was willful, despicable, knowing, and intentional, and accordingly Plaintiffs are entitled to an award of damages and punitive

damages in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

DEMAND FOR JURY TRIAL

351. Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiffs demand trial by jury in this action of all issues so triable.

PRAYER FOR RELIEF

Plaintiffs pray for relief and demands judgment as follows:

1. That Plaintiffs be awarded compensatory damages against all Defendants in an amount to be determined at trial;
2. That Plaintiffs be awarded punitive damages against all Defendants in an amount to be determined at trial;
3. That this Court, pursuant to 42 U.S.C. § 1988, issue an order awarding the Plaintiffs reasonable attorneys’ fees, together with the costs of this action against all Defendants; and
4. That this Court award such other further relief, together with any other legal or equitable relief, or both, as the Court deems just and proper.

{Signature Page on Next Page}

Dated: June 3 2024
Buffalo, New York

RUPP PFALZGRAF LLC
Attorneys for Plaintiffs

s/Chad A. Davenport
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4861-2983-2602, v. 1


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 06/24/24 07:00 PM
 Department: Engineering Services
 Initiated by: **Brian J. Armstrong**
 Co-Sponsored by:

DOC ID: 29152

RESOLUTION 2024-575

ADOPTED

Private Improvement Permit No. 3115 Waterline – Miller's Crossing Subdivision Phase 2 2018.043/SUB-2018-02

Attached please find an application for a Waterline Private Improvement Permit properly filled out. The permit fee and inspection cost amount to \$8,770.00.

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 \$8,620.00 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. 3115.

Thank you for considering this request.

6/24/2024

Consent

FINANCIAL IMPACT:

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 \$8,620.00 which will be held in escrow to cover the inspection costs.

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: June 12, 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 \$ 86,200.00

Address and/or Subdivision Name: Miller's Crossing Subdivision Town of Amherst Job: 2018.043/SUB-2018-02

Description and location of improvements including quantities: River Oak Ln, Installation of approx 995+/-LF of 8" PVC, 6" RPZ
with heated enclosure, Hydrant Assemblies - 2ea., and Tees, Valves, Service Connections and all other appurtenances for a
complete installation. Partial abandonment of existing line (Lot 15) and removal of existing tee at Streamsong Ct St. 11+35.

Owner: <u>Natale Development</u>	<u>9159 Main Street</u>	<u>716-580-3318</u>
Name	Address	Phone
Engineer/Designer: <u>Greenman-Pedersen, Inc.</u>	<u>4950 Genesee Street, Suite 100, Buffalo, NY 14225</u>	<u>716-633-4844</u>
Name	Address	Phone
Contractor: <u>Cimato Brothers Construction</u>	<u>9220 Transit Road, East Amherst, NY 140514</u>	<u>716-688-3536</u>
Name	Address	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 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	\$8,620.00
VIDEO INSPECTION - SANITARY	
\$1.50 Per Linear Foot	
TOTAL FEE	\$8,770.00

Owner sign Here
Natale Development
Please Print Name
9159 Main Street
Address
Clarence NY 14031 716-580-3318
City State zip Phone
Subscribed and sworn to before me this _____
Day of _____ 20 _____

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. 3115

Town Clerk