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

Tuesday, October 1, 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 October 1, 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	Absent	
Jacqualine Berger	Town of Amherst	Councilmember	Present	
Michael Szukala	Town of Amherst	Councilmember	Present	
Angela Marinucci	Town of Amherst	Councilmember	Present	
Francina J. Spoth	Town of Amherst	Town Clerk	Present	
Timothy Koller	Town of Amherst	Deputy Town Clerk	Present	
Dan Howard	Town of Amherst	Planning Director	Present	
Samuel A. Alba	Town of Amherst	Interim Town Attorney	Present	
Lynda Juul	Town of Amherst	Director of Finance	Present	
Daryl Bramer	Town of Amherst	Comptroller	Present	
Daniel J. Ulatowski	Town of Amherst	Assistant Planning Director/ZEO	Present	

V. MINUTES APPROVAL

1. Monday, September 16, 2024

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. Resolution 2024-773

Amendment to the SEQR Certification of Findings and the Filed Declaration of Restrictions for "Muir Woods - Site A" and Adoption of a Local Law for Amendment #77 to the Audubon Development Plan and Zoning Map for 17.42± Acres of Land from NCD-RI to NCD-LC. [50 Dodge Road (Portion) (NCD); Z-2002-09_E]

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

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of August 27, 2024 to amend the "Development Program" within the SEQR Findings Statement approved by the Town Board on September 27, 2021 to permit "Site A" located at the western end of the overall Muir Woods site located at 50 Dodge Road (NCD) to be developed as a mixed-use residential/commercial project consisting of a different mix of residential units than that outlined in the findings statement adopted on September 27, 2021, and be it further

RESOLVED, that the filed Declaration of Restrictions for "Muir Woods Site A" be amended, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of August 27, 2024 that the proposed New Community District Local Center (NCD-LC) use classification at 50 Dodge Road (portion) is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 203-8-3 and Section 203-8-15 of the Town Code (Zoning), the Town Board adopts Local Law (#___) to amend the Audubon Development Plan and Town Zoning Map.

10/1/2024
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0. The public hearing was opened at 7:03 PM.

Attorney Sean Hopkins, presented.

The following speakers addressed the Town Board:
Tom Wesibeck, 48 Drawbridge Ct
Don Smith, 201 N Long St
John Trabert, 234 Mt Vernon Rd
Kathy Aquilina, 215 Maple Rd

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the October 15th Town Board meeting, seconded by Councilmember Berger and unanimously approved 4-0. The public hearing was closed at 7:36 PM.

10/15/2024
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Berger. A motion was then made by Councilmember Berger to amend, seconded by Councilmember Marinucci and unanimously approved 4-0. Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0.

RESULT:	**DECISION DATE [UNANIMOUS]**	**Next: 10/15/2024 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Berger, Szukala, Marinucci	
ABSENT:	Lavin	

2. Resolution 2024-774

Local Law Amending Chapter 204 - Subdivision Regulations

Public hearing with respect to a Local Law Amending Chapter 204 - Subdivision Regulations.

10/1/2024
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0. The public hearing was opened at 7:37 PM.

Dan Ulatowski, Assistant Planning Director, presented.

The following speakers addressed the Town Board:
Don Smith, 201 N Long St
Sean Hopkins, Esq.

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn and keep the hearing open until the November 12th Town Board meeting, seconded by Councilmember Berger and unanimously approved 4-0. The public hearing was adjourned at 7:59 PM.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 11/12/2024 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Berger, Szukala, Marinucci	
ABSENT:	Lavin	

VIII. DEVELOPMENT REVIEW ACTIONS

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 (2)**

6. **Amherst Industrial Development Agency**

   Membership is full.

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

8. **Arts & Culture in Public Places Board (2)**

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**
    Membership is full.

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**
    Membership is full.

29. **Youth Board**
    Adult vacancies (6), Youth vacancies (0)

30. **Zoning Board of Appeals**

X. PUBLIC EXPRESSION

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0. Public Expression was opened at 8:03 PM.

The following speakers addressed the Town Board:
Bill Blake, 147 Fairlawn Rd - Town of Amherst Resident Survey
John Trabert, 234 Mt Vernon Rd - Town of Amherst Resident Survey
Julie VanLente, 116 Parkwood Dr - Town of Amherst Resident Survey
Geri DiCosmo, 378 Meyer Rd - Town of Amherst Resident Survey
Ray Barry, 110 Thistle Lea - Town of Amherst Resident Survey
Jennifer Snyder-Haas, 185 Fairways Blvd - Town of Amherst Resident Survey
Andrea Morgante, 253 Woodshire Ct - Town of Amherst Resident Survey
Tom Wesibeck, 48 Drawbridge Ct - Costco
Jane Cox, 4584 Harlem Rd - budget meetings
Tom Frank, Main St - Amherst Central Park
Dennis Hoban, 216 California Dr - migrants
Colleen Bogdan, 108 Summershade Ct - Peanut Line
Don Smith, 201 N Long St - Amherst Gov't Financial Advisory Board bylaws
Karen Howard, 194 Roycroft Blvd - Town budget and bonds

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 4-0. Public Expression was closed at 8:45 PM.

XI. CONSENT AGENDA

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

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

1. Resolution 2024-775

Elected Officials' Salaries for 2025

BE IT RESOLVED, that Elected Officials' salaries be set for the year 2025 as follows:

	2024 Salary	2025 Proposed

Supervisor	$105,000	$105,000
Councilmembers	$35,000	$35,000
*Deputy Supervisor	$4,000	$4,000
Town Clerk	$82,000	$82,000
** Records Management Officer Stipend	$15,000	$20,000
*** Registrar of Vital Statistics Stipend	$3,000	$3,000
Highway Superintendent	$100,000	$105,000
Town Justices	$102,000	$102,000
****Substance Abuse Court Stipend	$25,000	$25,000

BE IT FURTHER RESOLVED, that these salaries be part of the preliminary budget and be published as part of the public hearing notice(s) for the 2025 budget.

*Stipend for Deputy Supervisor
**Stipend for Town Clerk
*** Stipend for Town Clerk
****Stipend for each Town Justice

RESULT:	**WITHDRAWN**

2. Resolution 2024-776

Set Date/Time/Location for Second 2025 Budget Public Hearing

BE IT RESOLVED, the following date, time and location be set for the second public hearing on the 2025 budget, as required under Local Law 2-2024, Transparency In Budget Process:

October 25, 2024 - 10:00am - Amherst Center for Senior Services

10/1/2024
Consent

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

B. DEPUTY SUPERVISOR LAVIN:

C. COUNCILMEMBER BERGER:

D. COUNCILMEMBER SZUKALA:

1. Resolution 2024-777

Amherst Government Financial Advisory Board Appointment

WHEREAS, the purpose and mission of the Amherst Government Financial Advisory Board (AGFAB) is to review management letters from the Town auditors and to continue with each of the future management letter responses; and

WHEREAS, to investigate where the Comptroller's Department is not in compliance with the management letter and make recommendations to help ensure the compliance process; and

WHEREAS, to suggest improvements of the effectiveness or modification of the Town of Amherst government activities; and

WHEREAS, the AGFAB consists of seven (7) members appointed by the Amherst Town Board majority to serve a two (2) year term; and

WHEREAS, the AGFAB will meet once a quarter, or more, as needed; and

WHEREAS, Kenneth Smith's term has resigned effective 9/1/24; and

WHEREAS, Steve Meyer has expressed interest in serving on the AGFAB;

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Amherst Town Board appoints Steve Meyer for a term to conclude December 31, 2025.

RESULT:	**WITHDRAWN**

2. Resolution 2024-778

Set Public Hearing Date – Parking Restrictions on Local Roadways Surrounding Royal Park

Please schedule a public hearing on November 12, 2024 to restrict parking on various public roadways in the surrounding neighborhood of Royal Park.

"Parking is hereby restricted on the east side of Royal Parkway West between King Place and Pierpont Avenue."

And,

"Parking is hereby restricted on the west side of Royal Parkway East between King Place and Pierpont Avenue."

And,

"Parking is hereby restricted on the both sides of the dead-end portion of Queen Place between 187 West Royal Parkway (aka Royal Park) and Royal Parkway West."

And,

"Parking is hereby restricted on the north side of Queen Place between Royal Parkway West and Lafayette Boulevard."

And,

"Parking is hereby restricted on the south side of Queen Place between Royal Parkway East and Lafayette Boulevard."

And,

"Parking is hereby restricted on both sides of Royal Parkway West and East starting at the south property line of 46 West Royal Parkway and ending at the south property line of 25 East Royal Parkway, encompassing the northern curves and tee intersection."

10/1/2024
Consent

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

3. Resolution 2024-779

Set Public Hearing Date – Audubon Community Stop Sign Installations

Please schedule a public hearing on November 12, 2024 to install eight (8) traffic control devices at various intersections within the Audubon Community.

"The tee intersection of Robin Road and 1-47 Robin Road is hereby designated as a stop-controlled intersection and a stop sign shall be installed at the northwest corner in a direction to stop the southbound approach."

and,

"The tee intersection of Robin Road and 201-217 Robin Road is hereby designated as a stop-controlled intersection and a stop sign shall be installed at the southeast corner in a direction to stop the northbound approach."

and,

"The tee intersection of Robin Road and 218-234 Robin Road is hereby designated as a stop-controlled intersection and a stop sign shall be installed at the southeast corner in a direction to stop the northbound approach."

and,

"The four-legged intersection of Robin Road and 670-720 & 721-744 Robin Road is hereby designated as a stop-controlled intersection and stop signs shall be installed at the northeast and southwest corners in directions to stop the westbound and eastbound approaches, respectively."

and,

"The tee intersection of Robin Road and 757-799 Robin Road is hereby designated as a stop-controlled intersection and a stop sign shall be installed at the northeast corner in a direction to stop the westbound approach."

and,

"The tee intersection of Robin Road and 721-744 Robin Road is hereby designated as a stop-controlled intersection and a stop sign shall be installed at the southwest corner in a direction to stop the eastbound approach."

and,

"The tee intersection of Little Robin Road and 151-168 Little Robin Road is hereby designated as a stop-controlled intersection and a stop sign shall be installed at the northwest corner in a direction to stop the eastbound approach."

10/1/2024
Consent

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

E. COUNCILMEMBER MARINUCCI:

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2024-780

Settlement of Article 7 Matter - Marjorie L. Amigone C/O McDonalds #3863 V. Town of Amherst

AGENDA ITEM : OCTOBER 1, 2024

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **September 19, 2024**

RE: **Settlement of Article 7 Matter**
Marjorie L. Amigone c/o McDonalds #3863 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 Interim 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 : October 1, 2024**)
Emily Murphy, Town Assessor

10/1/2024
Consent

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

2. Resolution 2024-781

Settlement of Article 7 Matter - MDC Coast 8 LLC C/O AMC Theatres #05540 V. Town of Amherst

AGENDA ITEM : OCTOBER 1, 2024

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **September 24, 2024**

RE: **Settlement of Article 7 Matter**
MDC Coast 8 LLC c/o AMC Theatres #05540 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 Interim 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 : October 1, 2024**)
Emily Murphy, Town Assessor

10/1/2024
Consent

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

3. Resolution 2024-782

James A. Kam - 665 Tonawanda Creek Road (CRS #5085 & CRS #5087)

AGENDA ITEM : OCTOBER 1st, 2024

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **September 25, 2024**

RE: **James Kam, Grantor - 665 Tonawanda Creek Road**
Permanent Public Drainage Easements (CRS #5085)
Declaration of Private Drainage Conditions (CRS #5087)

Kindly adopt a resolution authorizing the Supervisor to execute the above agreements (1) pending final approval by the Town Engineer; (2) pending final approval by the Town Highway Superintendent; (3) pending final approval by the Interim Town Attorney and/or outside counsel; and (4) pending successful completion of the Contract Routing System (CRS).

Thank you.

SAA:NMB:hs
c: Tim Koller, Deputy Town Clerk, (**Agenda Item - October 1, 2024**)
Steven E. Floss, Superintendent of Highways
Jeffrey S. Burroughs, PE, Town Engineer

10/1/2024
Consent

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

B. TOWN CLERK:

1. Resolution 2024-783

Fireworks - Williamsville North High School

Request for fireworks permit on October 24, 2024 at approx. 9:00 PM at Williamsville North High School, 1595 Hopkins Rd. with the following conditions:

1. That the spectators, parking areas and dwellings be 70 feet from the fireworks discharge location for vertical mortars. (max. 1 inch shells)

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

10/1/2024
Consent

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

2. Resolution 2024-784

Amusement License for 4543 Main Street, Grezi Restaurant

Request by Grezi Restaurant for a First Class Amusement License to hold an outdoor event at 4543 Main St. on Sunday, October 6, 2024 from 10 AM - 5 PM.

Supervising Code Enforcement Officer recommends a fee of $25.00

The following conditions apply:
1. That all fire lanes be kept clear at all times.
2. All temporary power must be code compliant
3. Bathroom facility must be made available & accessible.
4. Onsite parking must be maintained.
5. Vehicle impact protection must be provided for the guest area.
6. Fire Department access must be maintained at all times in the event of an emergency.
7. Events with 1,000 guests or more will be require "Crowd Managers" that are in

compliance with Chapter 4 of the 2020 FCNYS.
8. The applicant must abide by Chapter 138 of the Town Of Amherst Code regarding noise.
9. Additional fire extinguishers will be required.

10/1/2024
Consent

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

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

1. Resolution 2024-785

Blazestack, Inc. CRS-CMS ID# 4213-3837

Requesting Town Board approval to accept a purchase of a 12 month contract renewal for Blazestack Fire Investigation Software.

10/1/2024
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0.

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

2. Resolution 2024-786

Turnout Gear and Equipment

WHEREAS, the Amherst Fire Safety Division also responds to various types of Emergency related incidents: and

WHEREAS, to provide a high level of safety and professionalism in performing our duties as Fire Inspectors.

WHEREAS, the Amherst Town Fire Safety Division has the need to increase personal protection for the Amherst Fire Inspectors and to raise the level of protection with respect to the harmful effects of a fire/emergency incidents and the potential increased risk of cancer; and

WHEREAS, the Amherst Town Fire Safety Division has the need to upgrade various equipment utilized in performing the Fire Inspector's duties.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board approves the purchase of personal protective equipment and various equipment from Avoidable Alarm Fund T-2999.4002.

10/1/2024
Consent

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

3. Resolution 2024-787

Firematic Supply Company (EV Blankets)

WHEREAS, the Town of Amherst Fire Safety Division requests the purchase of two (2) Electric Vehicle Fire Suppression Blankets to be utilized on lithium battery fires; and

WHEREAS, the number of vehicles utilizing lithium batteries and emergencies associated with them; and

WHEREAS, to provide the fire suppression blankets when assisting in suppressing lithium battery fires.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board approves the purchase of the essential equipment from Avoidable Alarm Fund T-2999.4002.

10/1/2024
Consent

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

E. CENTRAL ALARM:

F. COMPTROLLER:

1. Resolution 2024-788

Budget Transfers and Amendments

For October 1, 2024 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 9/25/2024
Re: Various Department Budget Transfers / Amendments

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

BUDGET TRANSFERS - 2024

FROM:	***TO:***
N2344.4000 Cheek HOME- Contractual $530,000.00	N2352.4000 Ton HOME- Contractual $530,000.00
Requested per department.	
A7120.4200 ACP- Asbestos Control $7,000.00	A7120.2150 Bldg Improv $ Equip $7,000.00
Transfer of funds to cover an alarm system.	

BUDGET AMENDMENTS - 2024

INCREASE:	***INCREASE:***
A6777.03089 NYS Aging Grant - State Aid $15,000	A6777.4290 Recreation Equipment $15,000
To setup NYS Aging Grant - Parkinson's Boxing Therapy, pending approval of CRS#5079.	
N2344.02785 Cheek Housing- PI $900.00	N2344.4000 Contractual $900.00
N2349.02785 Cheek Admin- PI $100.00	N2349.4003 10% Admin $100.00
To recognize Community Development program income from 99 Jackson, Cheektowaga.	
A3124.03089 GIVE- State Aid Revenue $100,000.00	A3124.1200 Overtime $33,000.00
	A3124.2600 Other Equip $63,000.00
	A3124.4010 Supplies $2,000.00
	A3124.4040 Travel & Training $2,000.00
To set up GIVE Grant. CRS# 5046.	
A1117.04389 JAG- Federal Aid Revenue $20,000.00	A1117.2600 Other Equip $5,000.00
	A1117.4010 Supplies $13,000.00
	A1117.4090 Professional Svcs $2,000.00
To set up JAG Drug Court Grant, CRS# 5049.	

N2350.02785 Ton Rehab- PI $21,930.97 N2350.4000 Contractual $21,930.97
N2353.02785 Ton Admin- PI $2,436.78 N2353.4003 10% Admin $2,436.78
To recognize Community Development program income from 87 Moore, Tonawanda.

N0001.20096 CDBG Income 24/25 $637,351.00 See attached detail $637,351.00
N0001.20097 Amherst HOME 24/25 $333,141.77 See attached detail $333,141.77
N0001.20098 Cheektowaga HOME 24/25 $249,856.32 See attached detail $249,856.32
N0001.20099 Tonawanda HOME 24/25 $249,856.32 See attached detail $249,856.32
To setup 2024 / 2025 CDBG and HOME budget amounts for CRS# 5063 (CDBG) & CRS# 5064 (HOME), pending release of funds from HUD.

10/1/2024
Consent

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

G. CONTRACT COMPLIANCE:

1. Resolution 2024-789

Assignment of Contract with Indigo Golf Partners to Troon New York LLC - CRS #5011

WHEREAS, Indigo Golf Partners has been acquired by Troon Golf Partners, LLC;

NOW, THEREFORE BE IT RESOLVED, that the Golf Management Agreement with Indigo Golf Partners / Antares Golf, LLC (dba Amherst Golf Management, LLC) is hereby assigned to Troon New York, LLC, as per the attached Assignment and Assumption Agreement.

10/1/2024
Consent

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

2. Resolution 2024-790

Award Bid #2024034 Town Wide Refrigeration & Appliance Repair - CRS #5050

WHEREAS, the Contract Compliance and Administration Department received bids on August 22, 2024 for Town Wide Refrigeration & Appliance Repair; and

WHEREAS, the bid process resulted in responses from one (1) vendor 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 Duffy's AIS; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Duffy's AIS.

10/1/2024
Consent

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

3. Resolution 2024-791

Award RFP #202402 Annual Financial Audit Services - CRS #5052

WHEREAS, proposals were received on August 8, 2024 for RFP #202402 Annual Financial Audit Services; and

WHEREAS, four (4) proposals were received and evaluated by Town representatives as per the attached RFP analysis sheet;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this RFP to Drescher & Malecki LLP; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Drescher & Malecki LLP.

10/1/2024
Consent

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

4. Resolution 2024-792

Extension of Town Wide HVAC Bid #2022029 - CRS #5073

WHEREAS, NOCO Heating and Cooling has agreed to extend their contract for Bid #2022029 Town Wide HVAC (Original CRS #3648); and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contract with NOCO Heating and Cooling for the period of October 17, 2024 through October 16, 2026; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with NOCO Heating and Cooling.

10/1/2024
Consent

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

5. Resolution 2024-793

First Amendment to Golf Management Agreement with Troon New York, LLC - CRS #5012

WHEREAS, the Golf Management Agreement with Indigo Golf Partners has been assigned to Troon New York, LLC; and

WHEREAS, the attached First Amendment to Town of Amherst Golf Management Agreement has been proposed by Troon, and after review has been found to be acceptable;

NOW, THEREFORE, BE IT RESOLVED, the First Amendment to the Golf Management Agreement is hereby approved.

10/1/2024
Consent

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

H. COURT:

1. Resolution 2024-794

Byrne Memorial Justice Assistance Grant CRS #5049

Whereas, The Town Board is meeting on October 1, 2024,

Whereas, Kindly adopt a resolution authorizing the Supervisor to adopt and execute the Grant agreement between the Town of Amherst (Court) and the New York State Division of Criminal Justice Services (NYSDCJS) with regard to the Byrne Memorial Justice Assistance Grant awarded the Amherst Town Court, CRS ID #5049 attached.

10/1/2024
Consent

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

I. ECONOMIC DEVELOPMENT:

J. EMERGENCY SERVICES:

K. ENGINEERING SERVICES:

1. Resolution 2024-795

Award of Bid – LED Street Light Maintenance

On September 5, 2024 bids were received for the above referenced project. After review of the five (5) bids received (tabulation attached), and information pertaining to the qualifications and experience of the bidders, we recommend that Concrete Applied Technologies, DBA CATCO, 1266 Townline Road, Alden, NY 14004, be awarded all the attached unit cost bid items; Items 1-51. The above contract shall be effective from execution through December 31, 2025.

Funding is available from accounts A5182-4110 (General Highway Lighting) and E9997-4110 (Lighting District).

May I please have your approval to award this low contract? Thank you for considering this request.

10/1/2024
Consent

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

2. Resolution 2024-796

National Grid Power Corporation Electric Service Proposal Royal Park Sports Complex Improvements - TOA Project No. 2019.055 CRS #5081

As the new fieldhouse building at the above facility requires the installation of a new electric service and power pole in order to provide electric power to the new building, we are requesting the Town Board to authorize the Supervisor to execute the attached Electric Service Proposal 30977270 at the above location in the amount of $85,110.58.

The funds for this proposed work are available from bond account KP2303.4972. May we have your approval for execution of the attached electrical service proposal? As this

service installation is time-critical, this item is being requested pending successful completion of the contract review procedure. Thank you for considering this request.

10/1/2024
Consent

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

L. FINANCE:

M. HIGHWAY

1. Resolution 2024-797

Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS #5067

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback on the Erie County Contract with American Rock Salt, LLC for road salt materials and sand, BID # 240165-004 for the period of 9/1/24 to 8/31/25 for 15,000 tons at $43.61 per ton plus/minus surcharge delivered.

NOW THEREFORE BE IT RESOLVED, that the Amherst Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #5067) and the approval of the Town Attorney.

10/1/2024
Consent

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

2. Resolution 2024-798

Authorize Supervisor to Sign Contract to Piggyback CHEMUNG SUPPLY CORP. CRS #5075

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback on the Erie County Contract CHEMUNG SUPPLY CORPORATION for Construction and Maintenance Materials, BID # 240045-004 for the period of 4/1/24 to 3/31/25 for incidental construction Section - Culvert, Storm Drains and Pipes under Section 603.

NOW THEREFORE BE IT RESOLVED, that the Amherst Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #5075) and the Town Attorney.

10/1/2024
Consent

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

N. HUMAN RESOURCES:

1. Resolution 2024-799

Recreation Attendant - PT/Youth & Recreation

Recreation Attendant - PT/Youth & Recreation, Effective October 2, 2024, Temporary, $16.00 ph, Step 1 for Gina Nasca.

10/1/2024
Consent

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

2. Resolution 2024-800

Recreation Attendant - PT/Youth & Recreation

Recreation Attendant - PT/Youth & Recreation, Effective October 2, 2024, Temporary, $15.50 ph, Step 1 for Vincent Signore.

10/1/2024
Consent

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

3. Resolution 2024-801

Recreation Attendant - PT/Youth & Recreation (2 Positions)

Recreation Attendant - PT/Youth & Recreation (2 Positions), Effective October 2, 2024, Temporary, $15.30 ph, Step 2 for Jonathan Lamb & Andrew Larock.

10/1/2024
Consent

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

4. Resolution 2024-802

Recreation Attendant - PT/Youth & Recreation (6 Positions)

Recreation Attendant - PT/Youth & Recreation (6 Positions), Effective October 2, 2024, Temporary, $15.00 ph, Step 1 for Katelyn Bechtel, Ashley Dougherty, Taylor Gibbs, Brooke Vitaris, Xander Wackenheim & Noah Young.

10/1/2024
Consent

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

5. Resolution 2024-803

Fire Inspector/Building Department

Please appoint a Fire Inspector to the Building Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective October 2, 2024, at an annual salary of $69,097, Grade 15, Step F for Daniel Hooper.

This is a lateral transfer with no change in grade or salary for an employee currently serving as Code Enforcement Officer.

10/1/2024
Consent

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

6. Resolution 2024-804

Leave of Absence Without Pay-Police Department

Please authorize a Leave of Absence Without Pay for Military Duty, to Matthew Holt, Police Officer in the Police Department. Effective October 18, 2024 through September 30, 2025.

10/1/2024
Consent

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

7. Resolution 2024-805

Laborer/Youth & Recreation

Please appoint a Laborer to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 15, 2024, at an hourly rate of $17.40, Step A for Corey Miller.

Contingent upon completing all pre-employment requirements.

Replacing an employee who resigned.

10/1/2024
Consent

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

O. INFORMATION TECHNOLOGY:

P. PLANNING:

1. Resolution 2024-806

To Authorize the Supervisor to Sign an Agreement with Belmont Housing Resources for WNY, Inc. for Housing Counseling Services CRS #5076

WHEREAS, the Town has budgeted Community Development Block Grant funds for housing counseling services; and

WHEREAS, Belmont Housing Resources for WNY, Inc. has proven to be an excellent provider of comprehensive housing counseling services; including pre-purchase workshops

and counseling, post-purchase workshops and counseling, mortgage default counseling, and rental assistance counseling; and

WHEREAS, Community Development staff recommends that the Town contract with Belmont Housing Resources for WNY, Inc. for the provision of said housing counseling services for the period of April 1, 2024 through March 31, 2025; now therefore, be it

RESOLVED, the Town Board of the Town of Amherst authorizes the Town Supervisor, subject to the satisfactory completion of the contract routing process, to enter into a contract with Belmont Housing Resources for WNY, Inc. attached hereto, and for an amount not to exceed $16,500.00 for the period of April 1, 2024 through March 31, 2025.

10/1/2024
Consent

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

2. Resolution 2024-807

To Authorize the Supervisor to Execute an Agreement with the Buffalo Urban League for the Provision of Predatory Lending Counseling Services CRS #5078

WHEREAS, the Town, as a recipient of Community Development Block Grant (CDBG) funds, agrees to affirmatively promote fair housing, and

WHEREAS, the Community Development program's required analysis of impediments to fair housing has identified predatory lending practices by sub-prime lenders as a major impediment to fair housing, and

WHEREAS, in the current economy, mortgage default and imminent threat of foreclosure has many low income residents in danger of losing their homes, and;

WHEREAS, the Town has budgeted FY 2024 CDBG funds for the provision of predatory lending and foreclosure prevention counseling and legal services, and

WHEREAS, the Buffalo Urban League has provided comprehensive predatory lending counseling and legal services in the Town in prior years, and

WHEREAS, the Community Development staff recommends that the Town renew its contract with the Buffalo Urban League based on the Buffalo Urban League's excellent provision of services, and

WHEREAS, the Buffalo Urban League has submitted a satisfactory project budget and scope of services which provides for a total fee of $8,000; now therefore, be it

RESOLVED, that the Town Board hereby authorizes the Town Supervisor, subject to the satisfactory completion of the contract routing process, to enter into an agreement with the Buffalo Urban League for the provision of predatory lending, housing counseling, and foreclosure prevention services for the period April 1, 2024 through March 31, 2025 at a contracted amount not to exceed $8,000.

10/1/2024
Consent

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

3. Resolution 2024-808

To Authorize the Town Supervisor to Enter into a Contract for Fair Housing Counseling Services with Housing Opportunities Made Equal (HOME) CRS #5068

WHEREAS, as a recipient of Community Development Block Grant and HOME Investment Partnership funds the Town certifies that it will affirmatively further fair housing; and

WHEREAS, the Town has programmed Community Development Block Grant funds for fair housing counseling services; now, therefore be it

WHEREAS, Community Development staff recommends that the Town renew its contract with Housing Opportunities Made Equal based on the excellent provision of services they provide, and

RESOLVED, that the Town Board authorizes the Supervisor, subject to the satisfactory completion of the contract routing process, to sign a contract with Housing Opportunities Made Equal for an amount not to exceed $10,000 for services to Town residents during the period April 1, 2024 through March 31, 2025.

10/1/2024
Consent

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

4. Resolution 2024-809

To Authorize the Supervisor to Sign an Agreement with Child & Family Services of Erie County for a Domestic Violence Advocate CRS #5077

WHEREAS, Child & Family Services provides services to Amherst residents facing domestic violence; and

WHEREAS, the Town has budgeted Community Development Block Grant funds (CDBG) for one domestic violence advocate; and

WHEREAS, Community Development staff recommends that the Town contract with Child & Family Services for the period of April 1, 2024 through March 31, 2025; now therefore, be it

RESOLVED, the Town Board of the Town of Amherst authorizes the Town Supervisor, subject to the satisfactory completion of the contract routing process, to enter into a contract with Child & Family Services attached hereto, and for an amount not to exceed $20,000.00 for the period of April 1, 2024 through March 31, 2025.

10/1/2024
Consent

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

5. Resolution 2024-810

To Authorize the Supervisor to Execute an Agreement for the Provision of Weatherization Services CRS #5066

WHEREAS, the Town, as a recipient of Community Development Block Grant (CDBG) funds agrees to affirmatively promote affordable housing, and

WHEREAS, the Town has budgeted FY 2024 CDBG funds for the provision of weatherization services, and

WHEREAS, Supportive Services Corporation is the sole recipient of weatherization funds from U.S. Department of Energy for use in Erie County outside the City of Buffalo, and

WHEREAS, the Planning Department recommends that the Town renew its contract with Supportive Services Corporation based on that agency's excellent provision of services, and

WHEREAS, Supportive Services Corporation has submitted a satisfactory project budget and scope of services which provides for a maximum fee of $10,000.00, now therefore be it

RESOLVED, that the Town Board authorizes the Supervisor, subject to the completion of the routine contract routing process, to execute an agreement with Supportive Services Corporation for the provision of weatherization services for the period April 1, 2024 through March 31, 2025.

10/1/2024
Consent

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

Q. POLICE:

1. Resolution 2024-811

2024-2025 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS #5046) New York State Division of Criminal Justice Services (NYSDCJS)

TOWN BOARD AGENDA ITEM: OCTOBER 1, 2024

TO: **Town Board**

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

RE: **2024-2025 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS #5046)**
New York State Division of Criminal Justice Services (NYSDCJS)

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

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk (**Agenda Item: October 1, 2024**)

10/1/2024
Consent

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

2. Resolution 2024-812

Acceptance of Donation to Police Department

TOWN BOARD AGENDA ITEM: OCTOBER 1, 2024

TO: **Town Board**

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

RE: **Acceptance of Donation to Police Department**

Kindly adopt a resolution authorizing the Supervisor to accept the donation of a Community Engagement & Support Canine for the Police Department's use within the Department and the Community.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk (**Agenda Item: October 1, 2024**)

10/1/2024
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0.

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

R. SENIOR SERVICES:

S. SEWER/PLANT 16:

1. Resolution 2024-813

Payment Authorization County Line Stone Co., Inc.

The Engineering Department - Sewer Maintenance Division is requesting the Town Board authorize payment to County Line Stone Co. for invoices 6925 and 6486 in the amount of $6,223.88. These invoices pertain to the procurement of Stone 1" Roc (Crusher Run 1), which we acquired from County Line in August. Although Holcim was the awarded contract bidder, they were unable to fulfill our specific stone requirements. As a result, we had no choice but to turn to County Line to meet our needs promptly and effectively.

Funding for this purchase is available in account G9000-4330.

Thank you for considering this request.

10/1/2024
Consent

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

2. Resolution 2024-814

Contract Extension - Bid 2023046 – Calcium Nitrate Thatcher Company of New York, Inc. CRS No. 5080

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Thatcher Company of New York, Inc. The terms and conditions within the current contract Bid 2023046 Calcium Nitrate will remain the same. This extension will be from the date of Town

Board Approval by the Town of Amherst and be effective from December 06, 2024 through June 05, 2025

Funds for this request are available in G9916-4800.

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

Thank you for considering this request.

10/1/2024
Consent

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

3. Resolution 2024-815

Contract Extension - Bid 2023049 Transportation of Stabilized Sludge Cake & Screenings Stancor LLC CRS No. 5060

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Stancor LLC. The terms and conditions within the current contract Bid 2023049 - Transportation of Stabilized Sludge Cake & Screenings will remain the same. This extension will be from the date of Town Board Approval by the Town of Amherst and be effective from January 04, 2025 through January 03, 2026

Funds for this request are available in G9916-4950.

Thank you for considering this request.

10/1/2024
Consent

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

4. Resolution 2024-816

Contract Extension - Bid 2023049 Transportation of Stabilized Sludge Cake & Screenings Modern Disposal Services, Inc. CRS No. 5059

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Modern Disposal Services, Inc. The terms and conditions within the current contract Bid 2023049 - Transportation of Stabilized Sludge Cake & Screenings will remain the same. This extension will be from the date of Town Board Approval by the Town of Amherst and be effective from January 04, 2025 through January 03, 2026

Funds for this request are available in G9916-4950.

Thank you for considering this request.

10/1/2024
Consent

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

T. YOUTH AND RECREATION:

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2024-80

Notice of Claim: Urszula Zimmerman Vs. Town of Amherst

10/1/2024
Referred to Attorney

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

2. Communication 2024-81

Notice of Claim: Nancy Kidder & Richard Kidder Vs. Town of Amherst

10/1/2024
Referred to Attorney

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

3. Communication 2024-82

Notice of Claim: Nicole Lancellotti and Joseph Lancellotti Vs. Town of Amherst

10/1/2024
Referred to Attorney

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

XVI. PUBLIC IMPROVEMENT PERMITS

XVII. PUBLIC EXPRESSION #2

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0. Public Expression was opened at 8:48 PM.

The following speakers addressed the Town Board:
Don Smith, 201 N Long St - Resolution 2024-775
Andrea Morgante, 253 Woodshire Ct - AGFAB & budget public workshops
John Trabert, 234 Mt Vernon Rd - Town employees
Geri DiCosmo, 378 Meyer Rd - meetings on Youtube
Tom Frank, Main St - Amherst Central Park
Alicia Schreier, 79 Tristan Ln - migrants
Jina Gentry, 65 Bissell Dr - Board behavior

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 4-0. Public Expression was closed at 9:05 PM.

XVIII. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn, seconded by Councilmember Berger and unanimously approved 4-0. The Town Board meeting of October 1, 2024 was adjourned at 9:13 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Finance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 29155 C **RESOLUTION 2024-776** **ADOPTED**

Set Date/Time/Location for Second 2025 Budget Public Hearing

BE IT RESOLVED, the following date, time and location be set for the second public hearing on the 2025 budget, as required under Local Law 2-2024, Transparency In Budget Process:

October 25, 2024 - 10:00am - Amherst Center for Senior Services

10/1/2024
Consent

FINANCIAL IMPACT:

N/A

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard,
Planning Direct

Daniel J. Ulatowski,
Assistant Planning D r

Town Board Agenda of October 1, 2024

September 20, 2024

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

Subject: Request to Amend the SEQR Certification of Findings and the filed Declaration of Restrictions for "Muir Woods - Site A" and Amendment #77 to the Audubon Development Plan for 17.42± acres of land from NCD-RI to NCD-LC, Z-2002-09_E; property located at 50 Dodge Road (portion) (NCD); Sawyers Landing, LLC, Petitioner. Z-2002-09_E

Honorable Members:

The subject area of the overall 330± acre Muir Woods site is a 28.47± acre irregularly shaped parcel of land located in the northeast corner of Dodge and Sweet Home Roads designated as "Site A". The parcel has 640± ft. of frontage on Dodge Road and 120± ft. on Sweet Home Road and is adjacent southerly of Heritage Heights Elementary School. Sweet Home Road is designated as a collector roadway in the comprehensive plan and Dodge Road is designated as a minor arterial in the Town's Bicentennial Comprehensive Plan. Both roadways are Erie County highways.

The subject 28.47± acre site (Site 'A') of the "Muir Woods" development is currently under development with preliminary site work underway for two (2) four story mixed use buildings in the Sawyers Landing development. For more information on the surrounding zoning and land use, please refer to the attached sketch.

The purpose of this request is to amend the SEQR Findings Statement for "Muir Woods", the associated Declaration of Restrictions and the use classification in the NCD specifically for site "A" of this development that was adopted by the Town Board on September 27, 2021. The amendment to the Audubon Development Plan to Local Center (LC) for a portion of site 'A' will allow for a residential form of development on the site. The changes to the findings and the filed restrictions relate to the permitted uses, use mixture on the site, setbacks for residential uses and associated parking and maximum height of structures within 500 feet of the Pleasant Acres Part II & III subdivision (the Bucyrus Heights neighborhood) on the site 'A' portion of the "Muir Woods" development.

The Certification of Amended Findings proposes to:

1. Amend the allowable uses on site 'A' to allow for residential uses.
2. Amend the setbacks for attached and detached residential townhome style units.
3. Amend the setbacks for multistory mixed use and climate controlled storage buildings.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Honorable Town Board
September 20, 2024

Request to Amend the SEQR Certification of Findings and the filed Declaration of Restrictions for "Muir Woods - Site A" and Amendment #77 to the Audubon Development Plan for 17.42± acres of land from NCD-RI to NCD-LC, property located at 50 Dodge Road (portion) (NCD)
Agenda of October 1, 2024

A redline version of the proposed amendments to the findings is attached to this letter.

The amendment to the Declaration of Restrictions propose to:

1. Establish setbacks for attached and detached residential townhome style units.
2. Establish maximum heights for buildings within 500 feet of the Bucyrus neighborhood.

A redline version of the proposed amendments to the Declaration of Restrictions is attached to this letter.

Other Factors:

1. Amended Wetland permits were issued for this project by NYSDEC on December 24, 2020 and the USACOE on February 25, 2021. Both permits authorize work on the project until November 30, 2024.

2. A portion of Town ditch 4C runs along the south side of the Site "A" portion of the overall "Muir Woods" development.

3. The overall Muir Woods development site is comprised of 326± acres, of which 108± acres is proposed for development, leaving 216± acres for open space which includes a marsh area, federal/state wetlands, and buffer areas. Four development sites have been previously identified and approved to be developed in the findings statement as follows:

Site A (west end):	25 acres	Mixed Use: Maximum of two mixed-use buildings with a maximum height of 60 ft. and maximum combined footprint of 50,000 sq. ft.; one four story multifamily building with a maximum height of 55 ft. (48 units), 49 one-family and two-family attached and detached townhomes (98 units) and 12 standalone apartments with attached garages and a maximum height of 25 ft. The overall maximum allowed residential density on Site A is 258 units.
Site B (center):	46 acres	Option 1: 464,850 sq. ft. of office/retail space. Option 2: 192 residential units and 205,000 sq. ft. office/commercial space. Option 3: 515 (max.) student housing units.
Sites C & D (east end):	37 acres	133-lot single-family home subdivision (approved 9/14/17; under construction). The Town has previously accepted 134± acres of open space/conservation land north of Site B in Muir Woods; this land is in close proximity to the residents of Site A.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Honorable Town Board
September 20, 2024

Request to Amend the SEQR Certification of Findings and the filed Declaration of Restrictions for "Muir Woods - Site A" and Amendment #77 to the Audubon Development Plan for 17.42± acres of land from NCD-RI to NCD-LC, property located at 50 Dodge Road (portion) (NCD)
Agenda of October 1, 2024

Note: This request pertains to Site "A" of the "Muir Woods" development only.

Site "A" Concept Plan: This project is proposed to include a mix of residential and commercial uses. Three 4-story buildings, to be located close to Dodge Road, two of these buildings will have 15,000± sq. ft. of non-residential space on the first floors and 56 apartments each. The third building will be a 105,600 sq. ft. climate controlled storage facility. There will be a total of 219 residential dwelling units configured in the following types:

- 44 units in 22 duplex townhome style units,
- 63 two story townhomes with attached garages, and
- 112 apartments in the 4 story mixed use buildings.

The residential mix will result in a density of approximately 7.27± units/acre. Approximately 2 acres of permanent open space will be provided in the eastern portion of the site. The 30,000 square feet of commercial space is located in the central portion of the site along Dodge Road.

"Muir Woods" - History of previous Audubon Amendment / other requests:

12/17/07	The Town Board granted approval to reclassify 110± acres of the total 326± acres from NCD-ND & NCD-MOS to NCD-GC, NCD-RI & NCD-MOS for the Muir Woods project (Z-2002-09).
7/6/15	Resolution passed by Town Board agreeing with the conveyance of a surplus portion of the I-990 ROW from NYSDOT for the extension of J. J. Audubon Parkway for the Muir Woods project, granting an easement to the Town for ditch maintenance.
12/7/15	The Town Board approved a request to amend the Findings Statement & Audubon Development Plan to permit residential uses at Site B at the terminus of JJ Audubon Parkway (previously approved Findings specified office/retail uses).(Z-2002-09_B)
8/5/19	The Town Board approved an additional amendment to the Findings Statement to allow Site B to be developed as student housing.
11/12/19	The Town Board approved an application for a dormitory at Site B.
10/19/20	The Town Board approved an amendment to the Findings Statement to allow Site A to be developed as mixed use (previously approved Findings specified flex office/R&D uses). (Z-2002-09_C)
10/19/20	The Town Board amended the Town of Amherst Bicentennial Comprehensive Plan for Site A to be developed as mixed use (previously approved Findings specified flex office/R&D uses). (Z-2002-09_C)
9/27/21	The Town Board approved an amendment to the Findings Statement that related to the permitted number of residential units and impacts to wetlands associated with the site 'A' portion of the "Muir Woods" development (Z-2002-09_D)

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Honorable Town Board
September 20, 2024

Request to Amend the SEQR Certification of Findings and the filed Declaration of Restrictions for "Muir Woods - Site A" and Amendment #77 to the Audubon Development Plan for 17.42± acres of land from NCD-RI to NCD-LC, property located at 50 Dodge Road (portion) (NCD)
Agenda of October 1, 2024

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

FINDINGS

The Planning Board offers the following findings, consistent with Part 5, Section 2-1 and Part 8, Section 15-2 (c) of the Zoning Ordinance:

A) EXTENT TO WHICH THE PROPOSED AMENDMENT MEETS THE INTENT AND OBJECTIVES OF A NEW COMMUNITY DISTRICT AS EXPRESSED IN SECTION 5-2-2 OF THE ZONING ORDINANCE.

The proposed revision to the development plan addresses the following objectives of the Zoning Ordinance.

Objectives

2-2 A A varied choice in the types of environment, occupancy, tenure, types and cost of housing, lot sizes, and community facilities available to existing and potential Town residents.

The total of 219 residential dwelling units proposed with this development will provide a variety of housing choices as follows:

- 44 units in 22 duplex townhome style units,
- 63 two story townhomes with attached garages, and
- 112 apartments in the 4 story mixed use buildings.

The residential mix will result in a density of approximately 7.87± units/acre.

Erie County Department of Environment and Planning: *has no recommendation; proposed action has been reviewed & determined to be of local concern.*

Town Building Department: *has no objection or comments.*

Town Assessor: *has no object or comments.*

2-2 B Extensive usable open space and recreation areas, appropriate in terms of location, size and suitability of intended function.

Two bike trails are included in the proposal – along the southern boundary of the site and adjacent to the stormwater management area in the center of the site – both of which will connect to the Town's pedestrian/bike trail on the opposite side of Dodge Road adjacent to Ellicott Creek.

The Town has previously accepted 134± acres of open space/conservation land north of Site B in Muir Woods. This land is in close proximity to the proposed residences on Site A.

The concept plan for the proposed development shows an additional 43± acres of open space to be donated to the Town southeast and east of the proposed development area.

2-2 C *The provision of commercial, office or industrial uses of substantial real property tax productivity intended to support the financing of additional educational, municipal, and other public services required as a result of the development.*

The proposed project includes 219 residential dwelling units, 30,000 sq. ft. of commercial uses, and a 105,600 sq. ft. climate controlled storage facility which will generate significantly more tax revenue than the property currently does as vacant land.

Town Assessor: *has no objection or comments.*

2-2 D *Convenience in location of Commercial and Service Areas*

Commercial and service areas within close proximity to the proposed development are limited. Currently, the nearest commercial/service areas are found at the intersection of Dodge Road and Campbell Boulevard to the east and Sweet Home and North French Road to the north. With the proposed amendment to Site A, there is an opportunity for a new commercial/service area within the Muir Woods development.

2-2E *The preservation of such features as trees, outstanding natural topography and geological features; the prevention of soil erosion; and the comprehensive design of storm water retention and proper drainage systems.*

The concept plan indicates an area to the west of the developed portion to remain as permanent open space and to the east and southeast of the proposed development area, wetlands are indicated to remain. The NYSDEC and USACOE have issued wetland permits for any associated impacts to jurisdictional wetland areas. The undisturbed areas are heavily wooded and will retain this vegetation.

NYS Office of Parks, Recreation and Historic Preservation stated in their letter of October 10, 2001 that the project will have no impact on cultural resources in or eligible for inclusion in the State and National Registers of Historic Places.

Town Building Department: *has no objection or comments.*

Town Engineering Department: *has no objection or comments.*

Review of the Stormwater Pollution Prevention Plan (SWPPP) by the Engineering Department will occur during a site plan review.

2-2 F *The creative use of land and related physical development which allows an orderly transition of land from rural to urban uses.*

The general vicinity of the project area has a mixture of development densities. The adjacent residential properties to the north within the Pleasant Acres Part II & III subdivision (the

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Bucyrus Heights neighborhood) are zoned NCD-R-3 and NCD-R-4. The Lockwood Villas apartments on Sweet Home Road north of the project site are zoned NCD-LC (Local Center). Site B in the central portion of the "Muir Woods" project is currently under construction as a 515 unit student housing development and sites C and D at the eastern end are developed as a single-family residential subdivision.

The concept plan layout shows the site arranged so that the buildings closest to existing single-family neighborhoods to the north are two-story townhomes with attached garages, and the tallest structures (4-story mixed-use and climate controlled storage) are closest to Dodge Road.

2-2 G *An efficient use of land resulting in smaller networks of utilities and streets and lessened burden of traffic on streets and highways thereby lowering utility and maintenance costs borne by new development.*

The concept plan shows a system of internal streets with 2 access points to Dodge Road. The internal road network connects all four components of this project – apartments/mixed use buildings, climate controlled storage facility, duplex townhome style units and two story townhomes. There is no vehicular connection to any other parcels outside of Site A.

Town Traffic-Safety Board: *has no objection or comments.*

Town Engineering Department: *has no objection or comments.*

Town Highway Department: *review is pending.*

Erie County DPW – Highways Division *review is pending.*

NYS Department of Transportation *review is pending.*

2-2 H *Creation and preservation of natural and man-made features which will give increased environmental quality, encourage uses which will maintain high environmental quality and provide an attractive community design.*

Approximately half of the Dodge Road frontage of this site will remain in its natural wooded state, preserving existing wetlands and an aesthetic view from the public right-of-way.

Town Building Department: *has no objection or comments.*

2-2 I *Guidance and control of development in Flood Hazard Areas so that life and property both within and outside such areas are protected.*

The project site is located within a 500-year floodplain. The Commissioner of Building has the responsibility for determining if a proposed project is within the special flood hazard area and for ensuring that all building requirements for such developments are met.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Town Building Department: *has no objection or comments.*

2-2 J Increased safety for all modes of travel, including pedestrian and bicycle.

The original concept for the Muir Woods development was designed to create a setting where occupants are less dependent on automobiles to access daily destinations. The current proposal indicates a bike trail along the south portion of the site adjacent to Dodge Road that connects into the existing trail that leads to site 'B' (Aspen Heights Student Housing) and to sites 'C' and 'D' (The "Preserve at Muir Woods" subdivision) and another trail through the center of the parcel, these trails then cross Dodge Road to connect to the Town's bike trail along Ellicott Creek. The proposed amendment to allow residential uses for Site A will establish connected residential neighborhoods featuring an active trail system that supports recreational opportunities for residents.

2-2 K An appropriate balancing or accommodation of the effect of major public or private development elsewhere in the Town or its vicinity.

Generally, development in Audubon compliments other private and public development in other areas of the Town. Development in Audubon responds to market demands in the Town and outside of the New Community.

2-2 L Sufficient civic and community facilities, carefully integrated with adjoining areas.

The proposed project would add approximately 219 residential units, 105,600 sq. ft. of climate controlled storage and 30,000 sq. ft. of commercial space. Some shopping, restaurant and/or service needs of the residents are likely to be met on-site. Additional commercial uses are expected with development of Site B in Muir Woods to accompany the planned student housing project. Overall, the completion of all sites within Muir Woods should create a new node of activity in northwest Amherst from which immediate residents and the public at large can benefit.

Sweet Home Central School District: *review is pending*

Amherst Fire Chiefs' Association: *has no objection or comments.*

2-2 M Provision for the orderly updating of long-term, large-scale development plans to reflect changing circumstances within an overall, Town-approved planning framework.

The SEQR process provides sufficient safeguards for the Town to ensure that any future development plans related to the proposed project are occurring in accordance with approved Town plans. This is evidenced by the requirement for the petitioner to obtain the approval of the Town Board for the proposed amendments to the Findings Statement and the Declaration of Restrictions. In addition, each development stage of the project will undergo a thorough site

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

plan review. These safeguards allow the Town to consider each stage of the project in the context of existing circumstances.

2-2 N *A more desirable environment than would be possible through the strict application of other sections of this Zoning Ordinance.*

The provisions of the NCD result in the creation of an equally aesthetically satisfying environment and sufficient design as could be achieved under traditional zoning. The overall development concept has been designed to allow flexibility and interdependence among uses, which ideals are promoted through the NCD, but more difficult to provide through traditional zoning.

B) EXTENT TO WHICH THE PROPOSED DEVELOPMENT PLAN MEETS ALL THE REQUIREMENTS OF SUBSECTIONS 5-2-4, 5-2-5, and 5-2-6 OF THE ZONING ORDINANCE.

5-2-4 Location of NCD. No change proposed from the 2007 approval.

5-2-5 Permitted Uses

5-2-5 A Use Classification. The subject area is currently shown on the Audubon Development Plan for Restricted Industrial (RI) uses. The proposal is to introduce Local Center (LC) and its associated uses into the "Site A" portion of the "Muir Woods" development which will allow the commercial and residential activities proposed by the applicant.

5-2-5 B Use Mixture.

(1) Residential Dwelling Unit Distribution. The petitioner is proposing a greater variety of housing types in the Muir Woods development area by requesting that Site A potentially include up to 219 residential units consisting of duplex townhome style units, two story townhomes with attached garages and apartment units in various settings.

(2) Commercial Use. The requested amendment to Site A creates the potential for a project that is primarily residential in nature but includes up to 30,000± sq. ft. of non-residential space, consistent with the Zoning Ordinance provision that "Each new community development shall have adequate convenience commercial services and facilities to serve the residents of the community."

(3) Open Space Use. No change proposed from the 2007 approval.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

5-2-6 Dimensional Standards. No change proposed from the 2007 approval.

C) THE PROPOSED DEVELOPMENT PLAN IS CONCEPTUALLY SOUND IN THAT IT MEETS PRESENT AND FUTURE COMMUNITY NEEDS.

It is assumed that a development of this scope is not proposed without knowledge of current and future market conditions. The requested amendment to allow for additional residential unit types on Site A of the Muir Woods development instead of the previously granted 258 units is conceptually sound as it is being made in response to residential market demands that exist in Amherst.

D) THERE ARE ADEQUATE SERVICES AND UTILITIES AVAILABLE OR PROPOSED TO BE MADE AVAILABLE IN THE CONSTRUCTION OF THE DEVELOPMENT.

All services and utilities are or will be available and adequate at the subject location.

E) THE PROPOSED DEVELOPMENT PLAN IS CONSISTENT WITH THE TOWN COMPREHENSIVE PLAN.

The Comprehensive Plan identifies this site as appropriate for Mixed-Use, and it denotes the Mixed Residential category as 4-12 units/acre. The density of the subject proposal of 7.87 units/acre is therefore consistent with the comprehensive plan.

ADEQUATE SERVICES AND UTILITIES

All services and utilities necessary for the proposed action are available and adequate at the subject location.

SEQR

EAF completed; Type I action. Lead Agency was established at the land use reclassification stage. The SEQR process included preparation of a DEIS, FEIS and culminated in the Town Board's issuance of a SEQR Findings Statement on December 17, 2007. A letter to re-establish Lead Agency for review of the proposed amendment to the Findings Statement was sent on July 1, 2024 to involved and interested agencies, with no objection received to date.

RECOMMENDATION

The Planning Board at their meeting of August 27, 2024 held a public hearing on the subject request to Amend the SEQR Certification of Findings and the filed Declaration of Restrictions for "Muir Woods - Site A" and Amendment #77 to the Audubon Development Plan for 17.42± acres of land from NCD-RI to NCD-LC and recommended that the Town Board find that pursuant to Local Law #3-82, as amended, the requirements of SEQR have been completed and that the subject

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Honorable Town Board
September 20, 2024

Request to Amend the SEQR Certification of Findings and the filed Declaration of Restrictions for "Muir Woods - Site A" and Amendment #77 to the Audubon Development Plan for 17.42± acres of land from NCD-RI to NCD-LC, property located at 50 Dodge Road (portion) (NCD)
Agenda of October 1, 2024

request will not have a significant adverse effect on the environment. The Planning Board also recommended that the subject request to Amend the SEQR Certification of Findings and the filed Declaration of Restrictions for "Muir Woods - Site A" and Amendment #77 to the Audubon Development Plan for 17.42± acres of land from NCD-RI to NCD-LC be approved.

The Planning Department requests that if the Town Board desires to act on the rezoning request to Amend the SEQR Certification of Findings and the filed Declaration of Restrictions for "Muir Woods Site A" and Amendment #77 to the Audubon Development Plan, that a decision date be established after the public hearing so that the Planning Department can prepare a determination of environmental significance pursuant to SEQR, and prepare a resolution for the Town Board's consideration.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/SM/ac
Att.
X:\Current_Planning\Files\Rezonings\2002\Z-2002-09_E_(50_Dodge_Rd)_2024\Z-2002-09_E_Town_Board_Letter_09202024.docx
cc: Samuel A. Alba, Interim Town Attorney

Planning Board Recommendation to Approve – August 27, 2024
Ayes: 4, Noes: 0, Absent 3 (Davis, Giuliani, Penberthy)

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

AMENDMENT #51 & #77 TO THE AUDUBON DEVELOPMENT PLAN
TO RECLASSIFY A PORTION OF 326± ACRES OF LAND
FROM NCD-ND & NCD-MOS to NCD-GC, NCD-RI ~~&~~ NCD-MOS & NCD-LC
50 Dodge Road, 770 & 775 John James Audubon Parkway and The "Preserve at Muir Woods" subdivision (formerly 1081 & 1121 North French Road)
(Z-9-02)

CERTIFICATION OF AMENDED FINDINGS

Having considered the Draft and Final Generic EIS documents, and having considered the preceding written facts and conclusions relied upon to meet the requirements of 6 NYCRR 617, this Amended Statement of Findings certifies that:

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

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

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

TOWN OF AMHERST
Name of Agency

Signature of Responsible Official

BRIAN J. KULPA
Name of Responsible Official

TOWN SUPERVISOR
Title of Responsible Official

~~September 27, 2021~~
Date

5583 MAIN STREET, WILLIAMSVILLE, NY 14221
Address of Agency

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

PROJECT HISTORY~~RESOLUTION~~

~~WHEREAS,~~ F~~f~~ollowing the April 16, 2004 submittal of a Draft Generic Environmental Impact Statement (DGEIS) prepared by Ciminelli Development Company, Inc., the DGEIS was accepted by the Town Board on September 7, 2004. The DGEIS was submitted for the proposed rezoning from NCD-ND & NCD-MOS to NCD-GC, NCD-RI & NCD-MOS and development of 326± acres of land located at1081 & 1121 North French Road. On October 28, 2004, the Planning Board held a public hearing on the DGEIS and rezoning request and recommended approval of the subject petition. Subsequently, a public hearing on the DGEIS and rezoning request was held by the Town Board on March 2, 2005. A Final Generic Environmental Impact Statement (FGEIS) was accepted by the Town Board on November 5, 2007, and a Notice of Completion of the FGEIS was filed on November 14, 2007; and

~~WHEREAS,~~ T~~t~~he Planning Board and the Town Board have considered the content of the DGEIS, the FGEIS, and all other documents and comments and submissions made during and after the hearings.

~~WHEREAS,~~ O~~o~~n February 18, 2014, the Project Sponsor submitted an Application to Amend the Findings Statement and Audubon Development Plan along with supporting documentation. The Planning Board held a public hearing on the Application during its meeting on March 14, 2014 and it recommended approval of the Application. On June 16, 2014, the Town Board held a public hearing on the Application but did not issue a decision on the Application.

~~WHEREAS,~~ O~~o~~n August 17, 2015, the Project Sponsor submitted an Amended Application to Amend the Findings Statement and Audubon Development Plan for the purpose of modifying the Application filed on February18, 2014.

~~WHEREAS,~~ T~~t~~he Planning Board held a public hearing on the Amended Application during its meeting on September 17, 2015 and the Planning Board recommended in favor of the Application. On November 16, 2015, the Town Board held a public hearing on the Application. On December 7, 2015, the Town Board voted to issue an Amended Findings Statement based on its determination that the potential modifications to the Muir Woods Project will not result in any potentially significant adverse environmental impacts that were not thoroughly evaluated in connection with the comprehensive environmental review of the Project that concluded with the original issuance of a Findings Statement on December 17, 2007.

~~WHEREAS,~~ T~~t~~he Planning Board conducted a coordinated environmental review of the development of Sites C and D of the overall Project Site as a 133 lot residential subdivision. On September 14, 2017, the Planning Board issued a negative declaration pursuant to SEQRA for the subdivision based on its determination that the subdivision would not result in any potentially significant adverse environmental impacts.

~~WHEREAS,~~ O~~o~~n April 15, 2019, the Project Sponsor submitted an Application to Amend the Findings Statement and Audubon Development Plan along with supporting

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documentation. The requested amendment of the Findings Statement issued by the Town Board on December 17, 2017 was to allow student housing to be developed on Site B of the overall Muir Woods Project Site ("Application to Amend the Findings Statement"). The Planning Board held public hearings on the Application to Amend the Findings Statement during its meeting on May 16, 2019 and June 20, 2019 it adopted a resolution recommended approval of the Application to Amend the Findings Statement during its meeting on June 20, 2019.

~~WHEREAS, o~~On August 5, 2019, the Town Board held a public hearing on the Application to Amend the Findings Statement. On August 5, 2019, the Town Board voted three to one to amend the Findings Statement based on its determination that the potential modifications to the Muir Woods Project will not result in any potentially significant adverse environmental impacts that were not thoroughly evaluated in connection with the previous comprehensive environmental review of the Project that concluded with the issuance of a Findings Statement on December 7, 2007 and the issuance of an Amended Findings Statement on December 7, 2015.

~~WHEREAS, o~~On June 24, 2020, the Project Sponsor submitted an Application to Amend the Findings Statement issued by the Town Board on December 17, 2017 and to Amend the Comprehensive Plan for Site A of the Muir Woods Project to allow a mixed-use project to be developed on Site A of the overall Muir Woods Project Site (hereinafter collectively the "Application to Amend the Findings Statement"). The Planning Board held a public hearing on the Application to Amend the Findings Statement during its meeting on August 20, 2020 and at the same meeting adopted a resolution recommending approval of the Application to Amend the Findings Statement by the Town Board.

~~WHEREAS, o~~On October 6, 2020, the Town Board held a public hearing on the Application to Amend the Findings Statement. On October 19, 2020, the Town Board voted to issue the Amended Findings Statement based on its determination that the potential modifications to the Muir Woods Project will not result in any potentially significant adverse environmental impacts that were not thoroughly evaluated in connection with the previous comprehensive environmental review of the Project that concluded with the issuance of a Findings Statement on December 7, 2007, and the issuance of an Amended Findings Statements on December 7, 2015 and August 5, 2019.

~~WHEREAS, o~~On July 7, 2021, Sawyers Landing LLC submitted an Application to Amend the Findings Statement issued by the Town Board on October 19, 2020 in order to seek to increase the allowable residential density from 202 units to 258 units. The Planning Board held a public hearing on the Application to Amend the Findings Statement during its meeting on August 19, 2021 and at the same meeting adopted a resolution recommending approval of the Application to Amend the Findings Statement by the Town Board.

~~WHEREAS, o~~On September 27 2021, the Town Board held a public hearing on the Application to Amend the Findings Statement. On September 27 2021, the Town Board voted to issue the Amended Findings Statement based on its determination that the potential modifications to the Muir Woods Project will not result in any potentially

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

significant adverse environmental impacts that were not thoroughly evaluated in connection with the previous comprehensive environmental review of the Project that concluded with the issuance of a Findings Statement on December 7, 2007, and the issuance of an Amended Findings Statements on December 7, 2015 and August 5, 2019 and October 19, 2020.

On June 24, 2024, Sawyers Landing LLC submitted an Application to Amend the Findings Statement issued by the Town Board on September 27, 2021 in order to modify the allowable uses on Site A of the overall Muir Woods Project Site [50 Dodge Road] to include a four-story climate controlled storage building and also to reclassify 13.452 acres of 50 Dodge Road from NCD-RI to NCD-LC.

On August 14, 2024, Sawyers Landing LLC amend the Application referred to in the preceding paragraph to include a request to amend a Declaration of Restrictions recorded at the Erie County Clerk's Office on June 18, 2018 at Liber 11330 of Deeds at Page 8243.

The Planning Board held a public hearing on the Application to Amend the Findings Statement during its meeting on _____, 2024 and adopted a resolution recommending that the Town Board _____ the Application to Amend the Findings Statement and to reclassify 13.452 acres of 50 Dodge Road from NCD-RI to NCD-LC.

On _____, 2024, the Town Board held a public hearing on the Application to Amend the Findings Statement and to reclassify 13.452 acres of 50 Dodge Road from NCD-RI to NCD-LC.

On _____, 2024, the Town Board voted to issue the Amended Findings Statement based on its determination that the potential modifications to mixed-use project at 50 Dodge Road will not result in any potentially significant adverse environmental impacts that were not thoroughly evaluated in connection with the previous comprehensive environmental review of the Project that concluded with the issuance of an Amended Findings Statement pursuant to SEQRA on September 27, 2021.

On _____, 2024, the Town Board adopted a resolution to approve the reclassification of 13.452 acres of 50 Dodge Road from NCD-RI to NCD-LC and to approve the amendment of a Declaration of Restrictions.

NOW THEREFORE THE TOWN BOARD FINDS AND DETERMINES THAT:

1. These Amended Findings set forth specific conditions and criteria consistent with 6 NYCRR Sections 617.7, 617.9, 617.11, and 617.12 under which the site plan process can proceed. This process provides procedures to supplement the FGEIS if necessary and for public notice and opportunity to participate in hearings before the Town Planning Board before it approves a site plan. An Environmental Assessment Form will be required with site plan application for environmental review. If the proposed development does not conform with these Amended

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Findings, a Supplemental Findings Statement, a supplement to the FGEIS, or a Negative Declaration shall be prepared to comply with 6 NYCRR Section 617.9.

2. The proposed mixed-use, student housing and residential development as presented in the FGEIS and the Application to Amend the Findings Statement submitted to the Planning Department on June 24, 2024~~July 6, 2021~~ is consistent with the intent and objectives of the Zoning Ordinance.

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

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

5. As provided in 6NYCRR Part 617.10, the Town Board chose to require the preparation of a draft Generic Environmental Impact Statement (DGEIS) instead of a draft Environmental Impact Statement (DEIS) for this project. This decision was based on the scope and timetable of the development described by the Project Sponsor and depicted in the Conceptual Master Plan, which showed a multi-use development on 330± acres of land, to be built out over a 15-20 year period. The Board's decision is also based on the following reasons:

   - A DGEIS provides a lead agency with the framework for properly evaluating a conceptual master plan while identifying the important elements of the environmental setting associated with the project site. A DGEIS assesses a broad scope of a group of actions or a combination of effects from a single action.
   - The utilization of a DGEIS provides the Town Board with the authority to establish specific criteria and thresholds by which future actions such as site plan and subdivision applications will be reviewed, including requirements for ensuring subsequent compliance with SEQR.
   - The Town Board's decision to require the Project Sponsor to prepare a DGEIS acknowledges that the specific layout and appearance of the development cannot be determined at this time but rather will be decided over a period of several years and subject to market demands, and the development of the project will occur in stages.
   - The SEQR regulations state that a DGEIS is appropriate for a series or sequence of separate actions and/or projects that have wide application or restrict the range of future alternative policies.
   - The Town Board's utilization of a DGEIS affords it the opportunity to evaluate a broad range of anticipated impacts, and it also ensures that related actions will not be segmented in order to avoid the required analysis of the proposed development of the overall project site.

6. By the time the Findings Statement was issued by the Town Board on December 17, 2007, the proposed Muir Woods development had been significantly revised

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since its initial submittal in 2002, resulting in a reduction in the commercial/office component of the project from 1.8± million sq. ft. to 700,000± sq. ft. and in the residential component from 200± units to 136± units. These changes were made in response to the NYS Department of Environmental Conservation, the U.S. Army Corps of Engineers and the public to minimize impacts to wetland areas to the greatest extent possible.

Following the issuance of the Findings Statement by the Town Board on December 17, 2007, the Project Sponsor obtained the required wetland permits from the New York State Department of Environmental Conservation and the United State Army Corps of Engineers. In an effort to address current market needs while maintaining the intent of the project site New Community District zoning, the Project Sponsor submitted an Application to Amend the Findings Statement in February of 2014 to expand the range of uses within Site B of the project site to specifically allow for multi-family housing in addition to the previously approved office/retail development.

Based on input received during the review of the Application to Amend the Findings Statement to allow for multi-family housing on Site B, the Project Sponsor submitted an Amended Application to Amend the Findings Statement and Audubon Development Plan on August 17, 2015 for the purpose of modifying the Application filed on February18, 2014. The Amended Application proposed to modify the permitted use of the eastern portion of Site B, comprised of approximately 26 acres. Pursuant to the updated Application, the western portion of Site B comprised of approximately 20 acres would have remained designated for commercial office and retail development per the Finding Statement issued by the Town Board on December 17, 2007.

Subsequent to the issuance of an Amended Findings Statement by the Town Board on December 7, 2015, the Project Sponsor sought the required approvals and permits for the development of Sites C and D of the Project Site as a 133 lot residential subdivision that includes a roadway connection to Campbell Boulevard on 520 Campbell Boulevard. The Planning Board thoroughly considered the potential adverse environmental impacts associated with the subdivision and issued a negative declaration pursuant to SEQR on September 14, 2017 based on its determination that the 133 lot residential subdivision on Sites C and D would not result in any potentially significant adverse environmental impacts. On September 14, 2017, the Planning Board granted Site Plan Approval for the subdivision, and on June 21, 2018 granted Final Plat Approval for the subdivision. A map cover for the approved 133 residential subdivision was filed with the Erie County Clerk's Office on July 24, 2018, and construction activities in furtherance of the construction of the subdivision began in the fall of 2018.

Following the issuance of the Amended Findings Statement by the Town Board on December 7, 2015, the Project Sponsor sought and obtained extensions of the expiration dates of the wetland permits previously issued by the New York State

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Department of Environmental Conservation and the United States Army Corps of Engineers.

In an effort to allow student housing to be developed on Site B while maintaining the intent of the New Community District zoning, the Project Sponsor submitted an Application to Amend the Findings Statement on April 15, 2019. The Project Sponsor sought an Amendment of the Findings Statement to expand the range of uses within Site B of the project site to specifically allow for student housing in addition to the previously approved multifamily housing on the western 20± acres of Site B and the previously approved office/retail development on the eastern portion of Site B.

In an effort to allow a mixed-use project to be developed on Site A while maintaining the intent of the New Community District zoning, the Project Sponsor submitted an Application to Amend the Findings Statement and the adopted Comprehensive Plan on June 24, 2020. The Project Sponsor sought an Amendment of the Findings Statement to modify the land use category within Site A of the project site to replace the previously proposed 237,000 sq. ft. maximum Flex office/R&D use with a mixed-use development including 2 four-story mixed-use buildings along the Dodge Road frontage of Site A, 45 two-family townhomes and 2 six-unit single-story multifamily buildings. The Project Sponsor sought to amend the Comprehensive Plan to designate Site A as appropriate for Mixed Residential use. In connection with the proposed mixed-use development of Site A, the Project Sponsor proposed to reduce previously approved impacts to the federal wetlands subject to the jurisdiction of the United States Army Corps of Engineers ("USACE") and also to the NYSDEC Freshwater Wetland and its regulated 100 ft. Adjacent Area.

On August 20, 2020, the Planning Board held public hearings in connection with its review of the Application to Amend the Findings Statement and the Comprehensive Plan as filed by the Project Sponsor on June 24, 2020. The Planning Board adopted resolutions during its meeting on August 20, 2020 by unanimous votes recommending that the Town Board issue the Amended Findings Statement and amend the Comprehensive Plan to designate Site A as appropriate for Mixed Residential use.

On October 6, 2020, the Town Board held public hearings in connection with its review of the Application to Amend the Findings Statement and the Comprehensive Plan as filed by the Project Sponsor on June 24, 2020. On October 19, 2020, the Town Board adopted Resolution 2020-791 for the purpose of issuing an Amended Findings Statement to allow Site A of the Muir Woods Property to be developed as a mixed-use residential/commercial project instead of the previously proposed flex office/R&D buildings. Resolution 2020-791 as adopted by the Town Board on October 6, 2020 also authorized the acquisition of approximately 43 acres of Permanent Open Space via a donation by the property owner consisting of property to the west of Site B including the eastern portion of Site A consisting of approximately 9.81 acres of wetlands subject to the

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jurisdiction of both the NYSDEC and USACE. During its meeting on October 19, 2020, the Town Board also adopted Resolution 2020-792 for the purpose of approving an amendment to the Comprehensive Plan to designate Site A as appropriate for a mixed-use residential/commercial use instead of the previously proposed flex office/R&D buildings

On December 24, 2020, the New York State Department of Environmental Conservation ("NYSDEC") issued an Amended Wetland Permit [Permit No. 9-1422-00398/0001] authorizing the impacts to NYSDEC Freshwater Wetlands and the associated regulated 100 ft. Adjacent Area in order to accommodate the mixed-use development of Site "A". The Amended Wetland Permit reduced the impacts to jurisdictional freshwater wetlands associated with the development of Site A from 9.46 acres to 1.2 acres and reduced the impacts with the development of Site A to the regulated 100 ft. wide adjacent area from 4.2 acres to 3.65 acres.

As a result of the Amended Wetland Permit issued by the NYSDEC on December 24, 2020, the development of the Muir Woods Property will result in permanent impacts to approximately 2.39 acres of State regulated wetlands (TE-22, TE-23 and TE-34), and 11.38 acres of State regulated 100 foot wide wetland adjacent area. As mitigation for those impacts the Project Sponsor is required to create 19.58 acres of in-kind and out-of-kind wetlands on the overall Muir Woods Property, in six areas, to replace the functions and benefits of the impacted wetlands. Additionally, there will be 4.3 acres of stream channel enhancement on-site as mitigation for State wetland regulated adjacent area impacts.

On February 25, 2021, the United States Army Corps of Engineers ("USACE") issued an Amended Wetland Permit [LRB-2001-00067] authorizing impacts to 6.09 acres of federal wetlands, which was a reduction of 6.92 acres of previously authorized impact of 13.01 acre to federal wetlands, in order to accommodate the mixed-use project on Site A.

On July 7, 2021, Sawyers Landing LLC filed an Application to Amend the Findings Statement to accommodate an increase of the allowable density of the residential component of the mixed-use project on Site A from 202 units to 258 units.

On September 27 2021, the Town Board voted to issue the Amended Findings Statement based on its determination that the potential modifications to the Muir Woods Project will not result in any potentially significant adverse environmental impacts that were not thoroughly evaluated in connection with the previous comprehensive environmental review of the Project that concluded with the issuance of a Findings Statement on December 7, 2007, and the issuance of an Amended Findings Statements on December 7, 2015 and August 5, 2019 and October 19, 2020.

On June 24, 2024, Sawyers Landing LLC submitted an Application to Amend the Findings Statement issued by the Town Board on September 27, 2021 in order to

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modify the allowable uses on Site A of the overall Muir Woods Project Site [50 Dodge Road] to include a four-story climate controlled storage building and also to reclassify 13.452 acres of 50 Dodge Road from NCD-RI to NCD-LC.

On August 14, 2024, Sawyers Landing LLC amend the Application referred to in the preceding paragraph to include a request to amend a Declaration of Restrictions recorded at the Erie County Clerk's Office on June 18, 2018 at Liber 11330 of Deeds at Page 8243.

On September 27, 2024, the Town Board adopted Resolution No. 2021-818 for the purpose of approving the issuance of an Amended Findings Statement pursuant to SEQRA.

7. A Supplemental GEIS, an option that the SEQR regulations leaves to the discretion of the Lead Agency, was not required for this project due to the Town Board's decision that the reduction in the project described in #6, above did not meet the criteria set forth in 6NYCRR Part 617.9(a)(7). Although the changes proposed by the Project Sponsor reduced the development significantly, it was not determined that the amended project would encroach on any land not initially identified in the scope of the original development proposal. The project changes also did not result in newly discovered information, and would not result in any significant environmental impacts not addressed or inadequately addressed in the DGEIS.

8. Traffic and Transportation (FGEIS Section 2.1)

Site specific requirements shall be established by the Town, County and State, as appropriate, as development applications are reviewed. The developer shall be responsible for any traffic mitigation required for development of the project site.

The potential traffic impacts associated with the original project proposal were clearly analyzed and identified within the Traffic Impact Study prepared by Stantec Consulting Services, Inc. dated March 2003 and updated August of 2005 in association with the acceptance of the FGEIS.

The Amended Findings Statement issued by the Town Board on August 5, 2019 included the consideration of adding student housing to the authorized uses of Site B pursuant to the Amended Findings Statement issued by the Town Board on December 17, 2007. The Project Sponsor submitted a Traffic Impact Study for the purpose of evaluating the potential traffic impacts of the development of Site B as a maximum of 515 student housing units. It was determined that the potential traffic impacts associated with student housing on Site B will be less than the potential traffic impacts of the development of Site B in its entirety as a maximum of 464,850 sq. ft. of commercial office and retail development pursuant to the Findings Statement issued by the Town Board on December 17, 2007.

The Town Board, as Lead Agency, requires that the Project Sponsor comply with the following mitigation measures during the development of the project site:

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A. Provision for Future Extension of John James Audubon Parkway to North French Road

The extension of John James Audubon Parkway through the project site and connecting to North French Road was proposed in the initial Concept Plan submitted for the Muir Woods project in 2002. This proposal was also incorporated into the DGEIS submitted to the Town in 2004. The connection was removed from the Concept Plan in response to the requirement from the NYS Department of Environmental Conservation to further reduce impacts to State and federal wetlands. The Town of Amherst may in the future be interested in the possibility of a future northerly extension of John James Audubon Parkway to North French Road while acknowledging such possible future extension would require approvals from both the NYS Department of Environmental Conservation and the United States Army Corps of Engineers.

The rationale for the road connection was found in several planning documents, both historical and recent:

- The Amherst Community Development Plan adopted by the Planning Board in 1975 includes the extension of the then-planned Lockport Expressway through the subject site as a future Minor Arterial road.
- A report prepared by NYSDOT in 1976 anticipated the extension of the John James Audubon Parkway and forecast its use by 1,950 vehicles per hour.
- The Amherst Bicentennial Comprehensive Plan, accepted by the Town Board in February 2004 and adopted by the Town Board in January 2007, identifies the "Audubon Parkway Extension" in the map showing the Future Thoroughfare System.

The 30+ years of anticipating this roadway connection point to its significance in meeting the transportation goal of improving circulation within the Town and the role this connection would play in overall Town development. Given its importance, the Town Board is requiring that the future location of this connector be shown on site plans submitted for review, and that sufficient land be reserved by the Project Sponsor for the eventual connection to be constructed. The road construction and alignment will be subject to approval by the NYSDEC and the U.S. Army Corps of Engineers, as applicable.

B. Residential Connection to Lynette Lane

The residential component of the proposed Muir Woods development to occur on Sites C & D may have a direct road connection to Lynette Lane. There will be no direct roadway connection to Nancy Lane. Non-residential traffic will be discouraged from using Lynette Lane through the implementation of various traffic calming measures to be proposed during the site plan review process for the development of Sites C & D, subject to review of such traffic calming

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measures by the Town Traffic-Safety Board and Fire Chief's Association. These measures include:

1. The lack of direct sight lines for motorists to discourage non-residential traffic from utilizing Lynette Lane to access North French Road;

2. Curvilinear road design; and

3. Installation of signage posting the road for "resident and emergency traffic only" or other such measure to prohibit non-residential traffic from travelling on Lynette Lane and the proposed public roadways within the existing residential subdivision;

If a problem is determined to exist based on the Phase 2 traffic study, further measures to discourage traffic of prohibit cut-through traffic will be considered.

C. No Internal Roadway Connection to Dodge Road

The internal connector road within the Muir Woods development is not proposed to have a westerly connection to Dodge Road; the only direct vehicular connection to Dodge Road will be from the portion of the project located in the western portion of the project site (Site A). If warranted at some future time by a traffic analysis, a connection to Dodge Road may be made from the internal connector road if required permits for such a roadway connection can be obtained from the NYSDEC and the US Army Corps of Engineers.

D. Updated Traffic Impact Study

The Traffic Impact Study will be updated when any of three established thresholds are met:

1. Completion of Phase I development, defined as full build-out of Site B, or

2. prior to approval of any site plan in Site C or Site D or any direct or indirect connection to any of the Sites with Lynette Lane, or

3. when the number of combined vehicular trips entering and exiting the site during the AM weekday peak travel hour reaches 858 trips, or

4. when the number of combined vehicular trips entering and exiting the site during the PM weekday peak travel hour reaches 774 trips.

If actual conditions exceed projections, this will be reflected in the updated TIS to be prepared by the Project Sponsor, and the Project Sponsor may be required to implement traffic related mitigation measure sooner than expected.

Any mitigation measures, including off-site mitigation measures that are required as a result of the updated TIS, shall be the sole obligation of the Project Sponsor,

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if approved. Any off-site improvements, including the acquisition of private property required to make those improvements, shall be conditions of any site plan approval and treated as Public Improvement Permits (PIPs) for the purpose of final permitting. At no time shall the Town be required to make any off-site improvements or acquire private property, either by purchase or through its eminent domain powers, to mitigate the impact of this development project.

E. Alternate Access to Campbell Boulevard

During the original environmental review of the proposed project which concluded with the Town Board's issuance of a Findings Statement on December 17, 2007, the Project Sponsor attempted to seek a vehicular connection from the site to Campbell Boulevard through property located at 520 Campbell Boulevard which is owned by the Williamsville Central School District. The Town also participated in efforts to obtain access to Campbell Boulevard via this property. These attempts were not successful.

The Project Sponsor eventually was successful in acquiring 520 Campbell Boulevard from the Williamsville Central School District on December 5, 2017 and the approved 133 residential subdivision on Sites C and D includes a public roadway connection on 520 Campbell Boulevard to Campbell Boulevard.

F. Construction Vehicles

As part of the public comment period for the project, concerns were raised regarding the use of construction vehicles on existing residential streets in the adjacent Franklin Heights Subdivision to access the project site during project construction. In order to avoid the adverse environmental impacts associated with construction vehicles, existing residential streets shall not be utilized by construction vehicles to access the project site. The infrastructure to be constructed for the project shall be appropriately sequenced so that construction vehicles can access the site via the northerly extension of John James Audubon Parkway and Doge Road only.

Any future builder, owner or developer who purchases lots for development within Site C & D shall be prohibited from using Lynette Lane as a means of access for construction vehicles. A deed restriction incorporating this restriction shall be a prerequisite of the sale of any lots within Sites C and D. and the Town shall be provided with a copy of the recorded deed restriction, which shall not be recorded at the Erie County Clerk's Office until the content and form of the deed restriction has been reviewed and approved by the Building Department and Town Attorney's Office.

On June 21, 2018, a Declaration of Restrictions was recorded at the Erie County Clerk's Office (Liber 11330 of Deeds at Page 8243) for the purpose of complying with the relevant portion of the Amended Findings Statement prohibiting

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construction vehicles from utilizing Lynette Lane for access by construction vehicles.

G. Break in Access for Connection to Lockport Expressway (I-990)

The proposed northerly extension of John James Audubon Parkway as a Town roadway to provide access to the project site requires a break in access to the Lockport Expressway (I-990). The NYSDOT has been aware of this requirement since the initial petition by the Project Sponsor in 2002. Prior to the granting of the break in access, several conditions must be met, including completion of any required environmental compliance. Once completed and inspected, the Project Sponsor will be required to dedicate the northern extension of John James Audubon Parkway to the Town for permanent use as a public roadway to be dedicated to the Town of Amherst.

On May 20, 2019, the Town Board adopted a resolution stating the Town will serve as the applicant for the required Break-in-Access for the proposed northerly extension of John James Audubon Parkway as a public roadway to be dedicated to the Town of Amherst.

The Town filed an Application for Break-in-Access with the New York State Department of Transportation on August 21, 2019. The NYSDOT has not yet issued a decision on the pending request for Break-in-Access approval.

The Break-in-Access for the proposed northerly extension of John James Audubon Parkway as a public roadway to be dedicated to the Town of Amherst will result in numerous public benefits including, but not limited to, accommodating the potential future extension of the NFTA light rail and a terminus for such light rail on Site B, publicly accessible parking for a recreational trail that will cross the overall Muir Woods Project Site and connect to the Town's recreational trail (extending from Niagara Falls Boulevard to the trailhead near the intersection of North Forest Road and Maple Road), and a potential future extension of John James Audubon Parkway as a public roadway connecting to North French Road.

H. Traffic Mitigation Measures

Dodge Road / Project Site Roadway

Phase I development:

- Installation of a stop sign to the southbound (site driveway) approach
- Construction of one shared left-right turn lane for southbound site driveway approach

Full development:

- No additional improvements

John James Audubon Parkway / I-990 Ramps

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Phase I development:
Upon the completion of Phase I development, (Phase I development defined in Section 8, Part D.1. of this Amended Findings Statement) the Project Sponsor shall be required to provide a current trip count Report for both the a.m. and p.m. peak travel hours. Subject to the findings of a warrant analysis prepared in accordance with appropriate traffic engineering standards as determined by the updated trip count Report and based on an analysis of the potential impacts upon existing Levels of Service at this intersection, the Project Sponsor may be required to work with the New York State Department of Transportation to provide the following mitigation measures:

- Installation of traffic signals, each with their own controller, at both the northbound and southbound I-990 to John James Audubon Parkway
- Installation of a wire connection between these two new signals and the existing traffic signal at John James Audubon Parkway and Dodge Road in order to coordinate all three traffic signals
- Widening of both the northbound and southbound I-990 off-ramps to provide one additional turning lane on each ramp approach to John James Audubon Parkway

Full development: If any of the thresholds identified in 'D' above are met, the following improvements will be evaluated and may be required:

- installation of a third lane to the northbound off-ramp in order to provide two left turn lanes and one right turn lane
- add a free-flow southbound right turn lane at the southbound ramp, including a second receiving lane on the ramp to merge to one lane prior to the I-990 mainline

Dodge Road / John James Audubon Parkway

Phase I development:

- Traffic signal timings will need to be adjusted periodically over time as warranted by changing travel patterns

Full development:

- Construction of a westbound right turn lane. It is anticipated that this improvement will be required when approximately 75% of the development is complete or when the number of westbound right turning vehicles from Dodge Road exceeds 300 vehicles per hour during the morning peak travel period.

North French Road / Sweet Home Road

Phase I development:

- Adjustments to traffic signal timing as travel patterns warrant modification

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Full Development:

- Construction of an eastbound right turn lane. Traffic volumes turning right at this location currently exceed guidelines recommended in the Highway Capacity Manual for consideration of installing a separate right turn lane. While construction of this lane is currently warranted to address current existing traffic operations in the area, it will not be needed as a result of traffic to be generated by the proposed development of the project site until approximately 90% of the proposed development has been completed, since new traffic projected to be generated by the project will only add a few additional vehicular trips to this traffic movement.
- Modify signal timings during both the morning and evening peak hours, as necessary. Recent improvements to this intersection to provide protected phasing for the left turns will reduce the number of left turn accidents at this location. Additionally, future planned improvements to be implemented by Erie County will assist in further reductions in the number of accidents at this intersection.

North French Road / Campbell Boulevard

Phase I development

- Adjustments to traffic signal timing as travel patterns warrant modification

Full development:

- Add protected/permitted phasing for eastbound, northbound and southbound left turns when the traffic signal is upgraded in association with the improvement identified above.

North French Road / I-990 Ramps
Dodge Road / Sweet Home Road
Dodge Road / Campbell Boulevard

Phase I development:

- Modify signal timings for both the morning and evening peak travel hours as traffic patterns change.

Full development:

- Modify signal timings for both the morning and evening peak travel hours as traffic patterns change.

North Forest Road / John James Audubon Parkway

Phase I and/or Full development:

- Add protected/permitted phasing for the southbound left turn movement when warranted
- Modify signal timings during both peak travel periods, as traffic patterns change

North French Road / Lynette Lane

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Phase I development:

Based on the most current Traffic Impact Study addressing the impact on Lynette Lane and its intersection with North French Road, Lynette Lane as currently constructed may not be adequate to support the traffic associated with full build-out of the proposed development plan. Consequently, the Project Sponsor acknowledges its potential obligation to make off-site improvements to Lynette Lane and its intersection with North French Road, should any site plan be approved. See Section 8.D of this Certification of Findings.

- If the updated TIS identifies traffic mitigation measures reasonably necessary to accommodate traffic from development of the project site, and such mitigation measures cannot be mitigated by the Project Sponsor, then the scope of the project may be limited.

Route 62 / East Robinson Road
Campbell Boulevard / Tonawanda Creek Road
Millersport Highway / Campbell Boulevard / Stahl Road

Phase I and Full development:

- Modify signal timings for both the morning and evening peak travel hours as traffic patterns change.

9. Wetland Issues (FGEIS Section 2.2)

The proposed Muir Woods project will result in permanent impacts to approximately 10.98 acres of State regulated wetlands (TE-22, TE-33 and TE-34), 13.46 acres of State regulated 100-foot wide wetland adjacent area, and 19.12 acres of federal wetlands. According to the Permit Transmittal Letter dated November 30, 2009, the NYSDEC has officially issued a Freshwater Wetlands Permit (Permit ID 9-1422-00398/00001) and Water Quality Certification (Permit ID 9-1422-00398/00002) for the permanent wetland impacts as identified.

On June 1, 2018, the NYSDEC issued a modification of Permit No. 9-1422-00398/00002 (Modification No. 1 of Permit No. 9-1422-00398/00002) that applies to the development of Sites C and D as a 133 lot residential subdivision. On August 29, 2018, the NYSDEC issued a modification of Permit No. 9-1422-00398/00001 and Permit No. 9-1422-00398/00002 (Modification No. 1 of Permit No. 9-1422-00398/00001 and Modification No. 2 of Permit No. 9-1422-00398/00002"). On January 10, 2019, the NYSDEC issued Modification No. 3 of Permit No. Permit No. 9-1422-00398/00001 to extend the expiration date of the wetland permit to November 30, 2024.

On December 24, 2020, the New York State Department of Environmental Conservation ("NYSDEC") issued an Amended Wetland Permit [Permit No. 9-

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1422-00398/0001] authorizing impacts to NYSDEC Freshwater Wetlands and the associated regulated 100 ft. Adjacent Area in order to accommodate the mixed-use development of Site "A". The Amended Wetland Permit reduced the impacts to jurisdictional freshwater wetlands associated with the development of Site A from 9.46 acres to 1.2 acres and reduced the impacts with the development of Site A to the regulated 100 ft. wide adjacent area from 4.2 acres to 3.65 acres.

As a result of the Amended Wetland Permit issued by the NYSDEC on December 24, 2020, for the development of the Muir Woods Property will result in permanent impacts to approximately 2.39 acres of State regulated wetlands (TE-22, TE-23 and TE-34), and 11.38 acres of State regulated 100 foot wide wetland adjacent area. As mitigation for those impacts the Project Sponsor is required to create 19.58 acres of in-kind and out-of-kind wetlands on the overall Muir Woods Property in six areas, to replace the functions and benefits of the impacted wetlands. Additionally, there will be 4.3 acres of stream channel enhancement on-site as mitigation for State wetland regulated adjacent area impacts.

Additional wetland findings include the following:

- The project will not create a regulated 100-ft. wetland buffer area that crosses any property line adjacent to the project site. The on-site mitigation areas will be designed so that they will be located at least 100 ft. from neighboring properties.
- As mitigation for the impacts as identified, the project includes creation of ~~26.917 acres~~ of in-kind and out-of-kind wetland on-site, in several areas, to replace the functions and benefits of the impacted wetlands per the terms and conditions contained in the wetland permits issued by the NYSDEC. ~~There will be 4.3 acres of stream channel enhancement on-site (totaling approximately 2,630 linear feet).~~

- The development of the eastern portion of Site B for residential purposes, shall not include any owner occupied housing units within the State regulated wetland or the 100 ft. regulated Adjacent Area that do not involve oversight by either a homeowners or condominium association to ensure there will not be any impacts into the 100 ft. regulated wetland Adjacent Area that is to be preserved on Site B.

Federal Wetlands:
As stated in its letter dated August 27, 2007, the United States Army Corps of Engineers (USACE) has field verified that the federal wetland boundaries located on the Muir Woods project site as shown on the wetland delineation map prepared by Greenman-Pedersen, Inc. dated May 2007 are accurate. The wetland areas were delineated by Earth Dimensions, Inc. and summarized in a final wetland delineation report dated May 16, 2007.

The Project Sponsor provided a complete Joint Application For Permit for wetland impacts associated with the project to the USACE and NYSDEC as of

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June, 2009. After thoroughly reviewing the complete application and associated wetland impacts, the USACE issued a Validated Department of the Army Permit for wetland impacts associated with the project as of May, 2012. Additionally, having thoroughly reviewed the complete application and associated wetland impacts, the NYSDEC officially issued a Freshwater Wetland Permit and Water Quality Certification for wetland impacts associated with the project as of November, 2009.

On May 14, 2012, the United States Army Corps of Engineers ("USACE") issued Department of Army Permit No. 2001-00067. The permit issued by the USACE permitted to impact 17.83 acres of Federal wetland, and 1.29 acres (approximately 5227 linear feet) of jurisdictional tributaries for the construction of Muir Woods project. On May 6, 2016, the USACE extended the permit expiration dated from May 14, 2012 to November 30, 2019. The USACE issued a modification of Permit No. 2001-00067 on June 20, 2018 in connection with the development of Sites "C" and "D" as a residential subdivision. On January16, 2019, the USACE extended the expiration date of Department of Army Permit No. 2001-00067 to November 30, 2024.

On February 25, 2021, the United States Army Corps of Engineers ("USACE") issued an Amended Wetland Permit [LRB-2001-00067] authorizing impacts to 6.089 acres of federal wetlands, which was a reduction of 6.921 acres of previously authorized impact of 13.01 acre to federal wetlands, in order to accommodate the mixed-use project on Site A.

10. Wildlife / Biological Resources (FGEIS Section 2.3)

The NYSDEC's Natural Heritage Program has reported no record of known occurrences of rare or state-listed animals or plants, significant natural communities, or other significant habitats, on or in the immediate vicinity of the project site. The Project Sponsor will be required to implement the following mitigation measures in order to minimize impacts to wildlife resources to the maximum extent practicable:

- A comprehensive erosion control plan will be developed and implemented to protect vegetation and water quality.
- Off-limit areas, including wetlands, will be delineated prior to construction to avoid or minimize impacts to vegetation. The construction workforce will be educated as to respecting and adhering to physical boundaries of off-limit areas.
- Best Management Practices will be followed during construction.
- The establishment of invasive vegetative species will be deterred through manual extraction and rapid establishment of desirable vegetation. Exposed and disturbed soils will be seeded, planted and mulched to

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prevent the colonization of invasive species. Volume 8 of the Appendix of the FGEIS at Exhibit F (*SJWPA Appendix* M) contains a discussion of the proposed on-site wetland mitigation including the protection of habitat areas.

- Waterfowl activity will be deterred in the off-site wetland mitigation area located in the Town of Newstead through the use of mylar tape, snow fencing, 4-7 ft. tree plantings and the seeding of upland grassland areas with a cool season grass.

- The proposed on-site wetland mitigation system will be designed to provide seasonal aquatic habitat for fish, waterfowl and amphibians; habitat for multiple covertypes of wetland plant species; and passerine bird nesting, feeding and resting habitat.

- The project site historically has had an elevated number of deer-vehicle accidents on the roads surrounding the parcel. This parcel is a portion of a much larger habitat area which also includes Nature View Park to the north and is not a "closed" habitat area. The Planning Department, in conjunction with the Police Department, will continue to monitor the deer population throughout the Town and implement approved methods of reducing deer/vehicle accidents in accordance with the Deer-Vehicle Accident Management Plan.

11. Drainage and Flooding (FGEIS Section 2.4)

The following measures shall be implemented by the Project Sponsor to mitigate drainage and flooding impacts to the maximum extent practicable:

A. The Town Highway Department shall have access to all Town ditches that are on the subject property including Town ditches 4, 4A, 4B and 4C. The Project Sponsor will be required to grant public easements to the Town to these ditches to ensure their proper maintenance. No aspect of the Muir Woods development will inhibit access to Town ditches or create undue burden to the Town for restoration of easement property used to access Town ditches. On June 28, 2018, the Project Sponsor recorded a Permanent Access and Drainage Easement at the Erie County Clerk's Office (Liber 11331 of Deeds at Page 1521) for the purpose of granting the Town an easement to access town ditches and stormwater management facilities on the Project Site including the existing lake.

B. The project site and the surrounding vicinity are known as locations for high amounts of beaver and mosquito activity. Access to the Town Highway Department for control of this activity in Town ditches or other areas of the development shall be provided.

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C. The Project Sponsor shall be responsible for cleaning and debrushing of all Town ditches located on the project site during the initial construction phases of the project. The Project Sponsor will also be responsible for long-term maintenance of stream/drainage features and detention/stormwater basins; for maintenance of on-site wetland mitigation areas during the monitoring period; and for the construction of all drainage improvements required for development of the project site.

D. The Project Sponsor shall be required to construct any ponds and sand filters required stormwater quality treatment. All ponds and sand filters to be constructed on the project site will be privately owned and maintained, with public drainage easement to be granted by the Project Sponsor to allow Town to properly maintain the inlet and outlet pipes of any wet ponds.

E. All stormwater runoff will be treated to standards approved by the Town Engineering Department prior to discharging into the existing lake on the project site or Town ditches. No additional detention is being proposed for the Muir Woods development for stormwater quantity control.

F. All buildings in the west portion of the Muir Woods site located within the Ellicott Creek flood plain will be at a minimum elevation of 576.0 feet, or one foot above the base flood elevation as determined by the Town Building Commissioner.

As development is proposed, specific drainage plans will be reviewed and approved by the Town Highway and Engineering Departments and the NYS Department of Environmental Conservation/US Army Corps of Engineers during site plan review, to ensure there is no adverse impact to the Ellicott Creek Flood Control system.

G. Upon development, the existing 32± acre lake in the southeast portion of the project site will be maintained with a normal lake level of 569.55 feet. The existing 42-inch CMP outlet at the west end of the lake will remain as it is. All stormwater from the east side of the development around the lake will pass through a stormwater quality treatment facility consistent with the NYS Stormwater Management Design Manual and Phase II Stormwater SPDES requirements prior to entering the lake. This system currently designed as sand filters may evolve into wet ponds, bio-retention filters, and/or other acceptable practices under the Design Manual and SPDES requirements.

H. Backyard runoff from proposed residential units will be separated from wetland mitigation areas and wetlands either by a ditch or rear yard drains to preclude pollution of those areas by lawn chemicals, per NYSDEC letter dated October 26, 2007.

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I. A detailed Stormwater Pollution Prevention Plan (SWPPP), including a Sediment and Erosion Control Plan, for the various phases of the project including any related on-site drainage areas shall be submitted as specific site plans are submitted for review. The Stormwater Pollution Prevention Plan for each phase of the project will need to be reviewed and approved by the Town's Engineering Department.

J. The Project Sponsor shall be required to comply with the findings and recommendations of the Preliminary Drainage report prepared by Greenman-Pedersen, Inc. in August 2007 and any updated reports during the course of development.

K. The Project Sponsor will provide backyard drainage for the existing homes that are directly adjacent to the portions of the project site that will be developed for residential use. This requirement pertains to Sites and D. Additional drainage improvements for the areas along the rear yards of the homeowners on Nancy Lane will also be installed by the Project Sponsor. The drainage pipe to be installed in the rear yards of the new residential units that will be integrated with the new drainage swale behind the residents of Nancy Lane will be a minimum diameter of 12 inches.

12. Character and Quality of Life Issues (FGEIS Section 2.5)

A. Setbacks

On those portions of the project site where commercial or student housing development will be directly adjacent to existing residential areas (i.e. Pleasant Acres Part II & III Subdivision~~Bucyrus Heights~~), setbacks will retain existing vegetation to a depth that provides an adequate buffer. The following minimum setbacks will be required:

- The planting of additional trees and shrubs by the Project Sponsor within the minimum setback area may be required to supplement the existing vegetation in order to provide adequate buffers.

- A combination of earthen berms and new vegetation will be required in those portions of the minimum setback area where there is not sufficient existing vegetation to provide an adequate buffer. The minimum height at the top of berms shall be three feet, and the maximum slope shall be 1 on 3 (33%) to promote the growth and long-term viability of trees and shrubs planted on the berms. Berms should have a natural appearance by varying their width and height.

- Site A (western portion of the project site – 50 Dodge Road) – This portion of the project site will be utilized for mixed-use; a portion of

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Site A is located directly south of the Pleasant Acres Part II & III Subdivision (Bucyrus Heights neighborhood)~~subdivision.~~

- ~~25 ft. minimum building setback from residential lot line for single-story residential buildings.~~

- 30~~90~~ ft. minimum building setback from residential lot line for attached and detached ~~-~~two-family ~~-~~townhome style units.

- 400~~250~~ ft. minimum building setback from residential lot line for four-story mixed use buildings.

- 500 ~~250~~ ft. minimum building setback from residential lot line for four-story multifamily buildings.

- 450 ft. minimum setback from residential lot line for four-story climate controlled storage building.

- 60 ft. parking setback from residential lot line

- Site B (center portion of site) – This portion of the project site will be developed around the extended John James Audubon Parkway as a public roadway to be dedicated to the Town of Amherst. Site B will be developed as student housing or for the land uses permitted pursuant to the Amended Findings Statement issued by the Town Board on December 17, 2015. The following setback standards apply to the development of Site B:

  - 60 ft. building setback from residential lot line. If the height of any proposed buildings exceeds 50 feet, the required minimum building setback shall be equal to the height of the proposed building.

  - 90 ft. parking setback to residential lot line

B. Building Height

The following maximum building heights will be observed for the proposed development:

- Site A (western portion of the project site – 50 Dodge Road) – This portion of the project site will be the location of mixed-use buildings, a climate controlled storage building and residential buildings and a portion of Site A (50 Dodge Road) is located directly south of the Pleasant Acres Part II & III Subdivision (Bucyrus Heights neighborhood)~~Bucyrus Heights subdivision~~.

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- Maximum building height for mixed-use buildings, ~~and~~ multifamily buildings and climate controlled storage building shall be four-stories and 60~~55~~ ft. as measured from the finished grade to the top of any parapet (excluding any rooftop mechanical equipment). All mechanical equipment shall be properly screened in accordance with the standards contained in the Zoning Code adopted by the Town Board in May of 2006.

- Maximum height of any residential buildings within 500 ~~90~~ ft. of a residential lot shall be 35~~25~~ ft.

- Site B (center portion of the project site) – This site will be developed around the extended John James Audubon Parkway as a public roadway to be dedicated to the Town of Amherst. Site B will be developed as student housing or Site B will be developed as permitted to the Amended Findings Statement issued by the Town Board on December 17, 2015.

  - There will not be a maximum height for buildings to be constructed on Site B. All buildings will be required to comply with a minimum required setback that shall be the greater of 50 feet or the height of the proposed building at the point of its maximum height (including rooftop mechanicals, etc.)

13. Soil Stability and Foundation Issues (FGEIS Section 2.6)

The Geotechnical Engineering Report prepared by McMahon & Mann Consulting Engineers, P.C. dated June 2005 includes findings and foundation considerations for future construction of the various components of the project. The report is included in Volume 6, Appendix I of the FGEIS.

The Town shall not grant site plan, subdivision or Public Improvement Permit (PIP) approval for construction of any component of the project (buildings, parking areas or infrastructure) unless the identified limitations as discussed in the McMahon & Mann report are adequately accounted for. The applicant shall be required to provide documentation of site-specific soil characteristics and comply with all relevant Town building codes regarding soil conditions.

Additional mitigation measures to be undertaken by the Project Sponsor, subject to determination by the Building Department, may include:

- Perform individual soil borings for each proposed structure to accurately determine the specific geotechnical design perimeters.
- Take measures to control the moisture content of the soils outside the structure. These may include installation of an irrigation system that would maintain near-saturated conditions in the soil around the structure during dry

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summer months, and/or installation of an exterior vapor barrier that extends out away from the structure around the perimeter.

- Monitoring of soil moisture with supplemental foundation watering during dry months.
- Use of a lower allowable bearing pressure for design of the spread footings.
- Placement of a minimum of two continuous #5 horizontal longitudinal reinforcing bars in each of the following locations: in the footing, at the base of the foundation wall, and at the top of the foundation wall.
- Use of an isolation joint between the basement floor slab and the foundation wall.
- Installation of a quality vapor barrier under the basement floor slab.
- Installation of a foundation drain system designed so that the floor elevation of the sump is above the elevation of the bottom of the footing.

14. Economic Impacts (FGEIS Section 2.7)

All infrastructure required to support the development of the project site will be installed at the Project Sponsor's expense. Town-wide or localized special assessment districts (sewer, water, highway, etc.) are established so operating cost can be spread over many taxpayers who use specific services.

According to the "Cost of Servicing/Revenues Generated Land Use Study" in December 2006 commissioned by the Amherst Industrial Development Agency, for every $1.00 attributed to residential use, $1.11 is expended in providing government services, while just $0.48 is expended for commercial use and $0.60 is expended for open land. As a predominantly commercial oriented mixed-use project, the estimated $3,500,000 in yearly tax revenue (2007 estimated) to the Town at full build out projected to be generated by the project is expected to cover the cost of any additional services including police and fire protection, snow plowing, maintenance of roads, water and sewer infrastructure, ditches, etc.

An economic real estate study for the proposed Muir Woods project was completed by Northeast Appraisers in March, 2002 which analyzed residential demand and property values. A subsequent Economic Analysis was completed by Real Property Services, LLC in July 2006, which is included in Appendix K, Volume 8 of the FGEIS. The conclusions of those reports are:

- There will be no negative impact on the marketability or values of nearby existing housing. The project may potentially have a positive impact on surrounding residential property values due to increased demand on desirability to live in close proximity to the development.

- The proposed project development will add over $70 million to the Town of Amherst tax base when completed, and generate over $3.4 million in tax revenue per year at stabilized 2008 levels.

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- Over the first 10 years of development, the project is projected to generate over $21.4 million in tax revenue, as compared to total tax revenue of approximately $260,000 that would be generated if the project site remains as vacant land over the same period.

- It appears that both the Sweet Home and Williamsville School Districts will be impacted minimally with regards to expenditures on a per student basis. This takes into account that more than 50% of the residential development will consist of patio homes, which primarily cater to "empty nesters" and typically generate less students per household.

- The competitive advantages of the project site which are expected to support strong market absorption include its direct interchange access from the Lockport Expressway (I-990) and the high visibility of the site from expressway traffic.

15. Noise and Light Issues (FGEIS Section 2.9)

Noise – It is anticipated that the project site will be built-out in stages over many years and, as such, there is a need to impose mitigation measure for noise from construction activities to minimize this identified adverse environmental impact to the maximum extent practicable. Both temporary and long terms noise impacts may result from the construction activities on the project site as well as from the proposed use of the project site.

Noise from construction-related activities, which will exceed local ambient levels for noise outside of structures, may cause some temporary annoyance to nearby residents. It is expected that this impact, caused by heavy equipment, construction vehicles and power tools, will continue throughout the duration of construction. In order to reduce this noise, the following measures will be undertaken by the Project Sponsor:

- Limit major construction activities to daytime hours
- Use of construction equipment with mufflers
- The preservation of existing vegetation to the greatest extent practicable will provide a noise barrier to existing residential areas.
- If blasting is required, the developer will follow all requirements of the Town Blasting Ordinance

Noise resulting from the occupation and usage of the buildings constructed on the project site can be expected to result in sound levels that are characteristic of suburban office and residential developments and should not be significant.

With the Lockport Expressway (I-990) forming the southern boundary of the project site, and its design as an elevated highway for a portion of this boundary, traffic is considered the largest source of existing noise. Levels from typical noise generators that may be expected to exist in the vicinity of the project site include:

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Distant traffic (45 mph)	45 – 50 decibels
Passenger car pass-bys	70 decibels
Accelerating trucks	85 decibels
Distant aircraft noise	60 – 85 decibels

The Transportation Project Report for the Lockport Expressway evaluated the potential noise impacts of the entire I-990 project, including the interchange that will be improved in connection with the proposed project. A copy of the Noise & Air Pollution Study is found in Volume 6 of the Appendix of the DGEIS at Exhibit 30. In addition, there is not any development directly adjacent to the existing interchange that will be impacted by the proposed interchange improvements. To the south of the northbound off-ramp there are some residential units situated along Dodge Road. However, the planned improvements at the existing off-ramps will not result in a movement of traffic 50% or more closer to source receptors.

Light – To mitigate the light spillage from exterior lighting on adjacent residential properties, especially the Pleasant Acres Part II & III Subdivision (Bucyrus Heights neighborhood), the following measures will be implemented:

- Appropriately located lighting, downward-directed lighting fixtures or hooded lighting will be used to prevent off-site light spillage on adjacent residential areas. The light fixtures and their placement will follow all Town of Amherst code requirements for usage and design. The Town Zoning Code requires a lighting plan to be submitted during the site plan review process, and the standards contained in the relevant section of the Zoning Code regulate lighting spillover from commercial locations onto adjacent residential land uses.

- Screening of proposed commercial buildings and parking lots will be provided through the creation of berms or landscaping elements on the periphery of developed areas (see Section 10A above).

16. Open Space and Recreation (FGEIS Section 2.10)

The proposed internal trail system shall be installed (Sites C & D) of the "The Preserve at Muir Woods" development, provided it does not impact regulated wetlands or is permitted by permits issued by the NYSDEC and/or USACE. Public access to a portion of the existing lake will be provided. The majority of State Wetlands TE-22, TE-33, and TE-34 will remain as Major Open Space (MOS). As a result of the modifications to the project, approximately 224± acres of the project site will be preserved as open space.

The proposed recreational trail connecting sites A, B, C, and D of the Muir Woods Development shall connect to the Town's existing trail system as shown in Figure 4 (Park, Open Space and Trail map) and Figure 2.1 (University Focal

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Planning Area Concept Plan) of the adopted Amherst Bicentennial Comprehensive Plan and shall be constructed by the Project Sponsor as part of the Muir Woods project. Each development site of the Muir Woods Development shall complete its portion of the trail system prior to the issuance of any certificate of occupancy by the Town of Amherst Building Department.

~~The Project Sponsor will work with the Town toward achieving the trail connections. An opportunity for a future multi-use trail connection northerly to Nature View Park shall be maintained in accordance with the Town Comprehensive Plan.~~

17. Other Issues (FGEIS Section 2.12)

A. Reclassification of Land

The entire project site is zoned New Community District (NCD), and no changes are proposed to remove the property from the NCD zoning district classification.

The original request by Ciminelli Development Company, Inc. in 2002 was to reclassify 326± acres of land from NCD-ND and NCD-MOS to NCD-GC, NCD-RI and NCD-MOS. This request was reviewed and commented on over a five year period. As a result of discussions with the NYS Department of Environmental Conservation during that time, the petitioner amended the original Muir Woods Concept Plan by reducing the overall development from 144 acres to 110 acres in order to minimize wetland impacts. In addition, the various components of the development were altered so that the proposed size of the commercial office/R&D space was reduced from 1.8 million sq. ft. to 700,000 sq. ft. The proposed "village center" originally envisioned was also eliminated. The result is a different land pattern from that initially proposed and one that is not consistent with the originally-requested reclassification districts.

The following additional steps shall be undertaken as part of the Findings for this project:

- The parcels to be reclassified to NCD-GC shall be deed restricted to prohibit the following uses:
    - Automobile sales and service facilities (except vehicles used primarily on the subject property)
    - veterinary clinics or kennels
    - gasoline service station will be prohibited around the existing lake

    On June 21, 2018, a Declaration of Restrictions was recorded at the Erie County Clerk's Office (Liber 11330 of Deeds at Page

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8243) for the purpose of prohibiting the above described uses on the portion of the Project Site reclassified to NCD-GC.

- At the Town Board's direction, the Town shall initiate a reclassification of the remainder of wetland areas contained in the original project proposal as Major Open Space (MOS).

B. Land Use

The proposed development will follow the program summarized below as depicted in the original Findings Statement concept plan for the project dated September 2007, as depicted in the Concept Plan for Site B dated August 14, 2015, as the Concept Plan for Site B dated April 2, 2019showing a student housing project, or as the Concept Plan for Site A dated June 23, 2021 showing a mixed-use project:

Development Site	Land Use	Maximum Developed Area	Development Program
Site A (50 Dodge Road)	Mixed-Use including mixed-use buildings, climate controlled storage building and residential buildings	17.42 acres	Maximum of two mixed-use buildings with a maximum height of 60 ft. and maximum combined footprint of 50,000 sq. ft., one-four story climate controlled storage building with a maximum footprint of 35,000 sq. ft.; ~~one four-story multifamily building with a maximum height of 55 ft. (48 units),~~ ~~49~~ one-family and two-family attached and detached townhomes ~~(98 units) and 12 standalone apartments with attached garages~~ and maximum height of ~~32~~5 ft. The overall maximum allowed residential density on Site A is 258 units.
Site B (Option 1)	Class A Corporate office buildings	46 acres	Maximum of 464,850 sq. ft. of office/retail space
Site B (Option 2)	Residential/ Commercial	46 acres	Maximum of 192 residential units on the eastern portion of Site B (approximately 26 acres) and a maximum of 205,000 sq. ft. of office and commercial space on the western portion of Site B (approximately 20 acres)
Site B (Option 3)	Residential - Student housing	46 acres	Maximum of 515 student housing units
Sites C and D	Residential	37 acres	133 lot residential subdivision consisting of detached single-family homes on individual lots pursuant to the Map Cover filed at the Erie County Clerk's Office on July 24, 2018.

General components of the proposed development that will minimize adverse environmental impacts include:

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- The maintenance of the remaining approximately 224± acres of the development site as permanent open space.
- Implementing a cluster pattern to maximize open space preservation.

C. Utility Infrastructure - In accordance with the October 17, 2007 letter received from the Erie County Department of Environment & Planning, all proposed sanitary sewer lines to be constructed to service both the residential and commercial portions of the project will be subject to review and approval by the Erie County Health Department. All systems installed or improved for the project will be undertaken by the Project Sponsor at its cost and will be required to meet all Town, County and State requirements.

D. Archaeological/Cultural Resources – One prehistoric archaeological site was discovered on the project site, with a Stage 2 archaeological study determining that the identified prehistoric archaeological site did not meet the eligibility criteria for listing on the State or National Register of Historic Places. This finding was confirmed by the NYS Office of Parks, Recreation and Historic Preservation in its letter of October 10, 2001. No mitigation measures are needed for the subject development.

E. Air Quality – Potential impacts to air quality resulting from fugitive dust generated during construction activities will be minimized by the following measures:

- seeding and/or mulching exposed soils as soon as practicable and in accordance with the requirements and applicable regulations promulgated by the NYSDEC
- grading roadways and covering them with gravel during construction, periodically regarding, compacting and replacing gravel as necessary as determined by the Town
- wetting down temporary roads to be constructed on the project site during construction of the build-out of the project as needed throughout the duration of construction activities and as determined by the Town.

F. Condominium Designation - As originally proposed, the residential portion of the project was not to include the development of any units that will be filed as condominiums. The Project Sponsor previously offered to place a deed restriction to this affect as a condition of sale to any future builder, developer or owner of any lot on the subject site. On June 21, 2018, a Declaration of Restrictions was recorded at the Erie County Clerk's Office (Liber 11330 of Deeds at Page 8243) for the purpose of prohibiting the residential uses on the Project Site from utilizing the condominium form of ownership. The Project Sponsor is requesting that the Declaration of Restrictions be modified to allow the condominium

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form of ownership for the attached residential units to be developed on Site A.

18. Evaluation of Future Actions

In accordance with SEQR regulations, upon application to the Town for development of the project site that requires the submittal of an Environmental Assessment Form, the Town will be required to determine if the potential adverse environmental impacts associated with the development have been adequately identified and evaluated in the DGEIS, FGEIS, and this Amended Findings Statement, and whether the proposed development exceeds any of the thresholds and/or requirements contained in this Findings Statement. This determination must be made by the Town prior to the issuance of any discretionary land use approvals by the Town for the proposed development.

The following scenarios are put forth in Section 617.10(c) & (d) of the SEQR regulations:

A. If the Town determines that the proposed action is in conformance with the conditions and thresholds in the FGEIS or the Amended Findings Statement, then no further environmental review pursuant to SEQR will be required;

B. If the Town determines that the proposed action is adequately addressed in the FGEIS, but is not addressed or not adequately addressed in the Amended Findings Statement, then an amendment to this Amended Findings Statement must be prepared;

C. If the Town determines that the proposed action was not addressed, or was not adequately addressed, in the FGEIS, but it will not result in any significant environmental impacts, then a negative declaration must be prepared; or

D. If the Town determines that the proposed action was not addressed, or was not adequately addressed, in the FGEIS, and the action may have one or more significant adverse environmental impacts, than a supplement to the FGEIS must be prepared.

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AMENDED DECLARATION OF RESTRICTIONS

THIS AMENDED DECLARATION OF RESTRICTIONS ("***Amended Declaration***") is made as of the ____ day of _____, 202_ by **SAWYER'S LANDING LLC**, ~~**CIMINELLI MUIR WOODS, LLC,**~~ a limited liability company organized under the laws of the State of New York, having its office at 350 Essjay Road, Williamsville, NY ("***Declarant***").

RECITALS

WHEREAS, this Amended Declaration has been executed by Declarant for the purpose of modifying and amending the Declaration of Restrictions recorded at the Erie County Clerk's Office on June 21, 2018 at Liber 11330 of Deeds at Page 8243 (the "***Declaration of Restrictions***");

WHEREAS, Declarant is the owner of a portion of the real property subject to the Declaration of Restrictions recorded at the Erie County Clerk's Office on June 21, 2018 at Liber 11330 of Deeds at Page 8243 consisting of approximately 17.42 of real property located at 50 Dodge Road (formerly ~~consisting of approximately 326 acres of real property located at~~ a portion of 1081 and 1121 North French Road (hereinafter "***Site A*** ~~***Subject Property***~~") that is more particularly by the metes and bounds legal description of Site A attached at **Schedule "1"** hereto;

WHEREAS, Site A ~~the Subject Property~~ is zoned New Community District ("***NCD***") pursuant to the Zoning Map of the Town of Amherst and the use of land within the New Community District is regulated pursuant to the land use classifications contained in the Zoning Code of the Town of Amherst;

WHEREAS, Declarant petitioned the Town Board of the Town of Amherst (hereinafter "***Town Board***") to approve an amendment of the Declaration of Restrictions limited to the restrictions that apply to Site A as described in the legal description of Site A at **Schedule "1"**;~~amend the land use classifications of portions of the Subject Property that is owned by the Declarant;~~

~~WHEREAS, on December 3, 2007, the Town Board issued a Findings Statement pursuant to the State Environmental Quality Review Act ("SEQRA") and the Town Board also voted to: 1.) approve Amendment #51 to the Audubon Development Plan, 2.) amend the land use classifications of portions of the Subject Property from NCD-Neighborhood District and NCD-Major Open Space to NCD-General Commercial, NCD-Restricted Industrial and NCD-Major Open Space;~~

~~WHEREAS, as the Town Board imposed conditions in connection with its decisions to issue a Findings Statement pursuant to SEQRA and amending the land use classifications of portions of the Subject Property;~~

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WHEREAS, on _____, 2024, the Town Board approved the request to amend the Declaration of Restrictions for Site A. ~~issued an Amended Statement of Findings pursuant to SEQRA on December 7, 2015;~~

NOW, THEREFORE, in exchange for good and valuable consideration the sufficiency of which is acknowledged, the Declarant agrees to restrict the future use of Site A ~~the portions of the Subject Property (or its entirety when expressly specified)~~ in accordance with the conditions imposed by the Town Board that are subject to this Amended Declaration ~~of Restrictions~~ as follows:

1. All construction equipment and vehicles that will be utilized in connection with the development of Site A ~~the Subject Property~~ pursuant to site plans and final plats to be approved by the Town of Amherst Planning Board shall be expressly prohibited from utilizing the existing streets within Pleasant Acres Part II & III Subdivision (Bucyrus Heights neighborhood) ~~the Franklin Heights Subdivision, including but not limited to Lynette Lane~~, for purposes of egress and ingress to the Subject Property.

2. The residential components of the project on Site A shall be prohibited from utilizing the condominium form of ownership.

3. ~~On those portions of the Subject Parcel where commercial development (excluding all residential uses) will be located directly adjacent to existing residential areas (i.e. Bucyrus Heights), minimum setbacks have been established for the purpose of providing an adequate buffer.~~ The following minimum setbacks will apply only to development of portions of Site A ~~the Subject Property~~ that are directly adjacent to to the Pleasant Acres Part II & III Subdivision (Bucyrus Heights neighborhood) ("***Residential Lot Line***"):

    - ~~All commercial development (buildings and parking areas) will have a minimum setback of fifty feet (50'), with the area within forty feet (40') of adjacent residential property boundaries remaining undisturbed so that existing trees and brush remain as a buffer. The planting of additional trees and shrubs by the Declarant within the minimum setback area may be required by the Town of Amherst during the site plan review process to supplement the existing vegetation in order to provide adequate buffers.~~

        - ~~A combination of earthen berms and new vegetation will be required in those portions of the minimum setback area where there is not sufficient existing vegetation to provide an adequate buffer. The minimum height at the top of berms shall be three feet (3'), and the maximum slope shall be 1 on 3 (33%) to promote the growth and long-term viability of trees and shrubs planted on the berms. Berms should have a natural appearance by varying their width and height.~~

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~~The Town of Amherst will verify compliance with this requirement during the site plan review process.~~

- ~~Site A: Site A is the western portion of the Subject Parcel that is proposed to be utilized for flex office/R&D buildings and it is located directly south of the existing Bucyrus Heights subdivision. A legal description of Site A is attached as **Schedule "2"**.~~ The minimum setbacks for development within Site A shall be as follows:

  - ~~60 ft. minimum required building setback from residential lot line.~~
  - ~~60 ft. minimum required parking setback from residential lot line.~~30 ft. minimum building setback from residential lot line for attached and detached two-family townhome style units.
  - 400 ft. minimum building setback from residential lot line for four-story mixed use buildings.
  - 500 ft. minimum building setback from residential lot line for four-story multifamily buildings.
  - 450 ft. minimum setback from residential lot line for four-story climate controlled storage building.
  - 60 ft. parking setback from residential lot line

The planting of additional trees and shrubs by the Declarant within the minimum setback areas may be required by the Town of Amherst during the site plan review process to supplement the existing vegetation in order to provide adequate buffers.

a. ~~Site B: Site B is the center portion of the Subject Parcel that will be utilized for office space. A legal description of Site B is attached as **Schedule "3"**. The minimum setbacks for development within Site B shall be as follows:~~

   i. ~~60 ft. minimum building setback from residential lot line. If the height of any proposed office buildings exceeds 50 feet, the required minimum building setback shall be equal to or greater than the height of the proposed office building.~~

   ii. ~~60 ft. minimum parking setback to residential lot line.~~

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

4. The following maximum building heights shall apply only to development of portions of Site A the Subject Property that are directly adjacent to the Pleasant Acres Part II & III Subdivision (Bucyrus Heights neighborhood) ("***Residential Lot Line***"): ~~to the commercial components of the development of the Subject Parcel:~~

- ~~Site A (western portion of the project site) The maximum building height for buildings within Site A as described in **Schedule "2"** shall be as follows:~~Maximum building height for mixed-use buildings, multifamily buildings and climate controlled storage building shall be four-stories and 60 ft. as measured from the finished grade to the top of any parapet (excluding any rooftop mechanical equipment).

- Maximum height of any residential buildings within 500 ft. of a residential lot shall be 35 ft.

- ~~Maximum building height shall be 40 ft. as measured from the finished grade to the top of any parapet (excluding any rooftop mechanical equipment).~~

All mechanical equipment shall be properly screened in accordance with the standards contained in the Zoning Code adopted by the Town Board in May of 2006.

~~b. Site B (center portion of the Subject Parcel) The maximum building height for buildings within Site B as described in **Schedule "3"** shall be as follows:~~

~~c. There will not be a maximum height for office buildings to be constructed on Site B. All office buildings to be constructed on Site B will be required to comply with a minimum required setback that shall be the greater of fifty feet (50') feet or the height of the proposed office building at the point of its maximum height (including rooftop mechanicals, etc.).~~

~~5. The portions of the Subject Property reclassified to New Community District – General Commercial ("NCD-GC") by the Town Board as described in the attached **Schedule "4"** shall be prohibited from being utilized for the following categories of land uses:~~

- ~~Automobile sales and service facilities (except vehicles used primarily on the subject property);~~

- ~~Veterinary clinics or kennels; and~~

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

~~Gasoline service stations shall be prohibited around the existing approximately 32 acre lake on the southeastern portion of the Subject Property.~~

The above restrictions contained in numbered paragraphs 1, 2, 3 and ~~,~~ 4 ~~and 5~~ shall be binding on all parties claiming thereunder and shall run and touch the land consisting of Site A except that the above restrictions can be changed, modified or eliminated by a majority vote of the Town Board.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK
SIGNATURE(S) ON FOLLOWING PAGE]

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

IN WITNESS WHEREOF, the individual executing this Amended Declaration of Restrictions on behalf of the Declarant has the full legal authority to enter execute this Amended Declaration of Restrictions.

SAWYER'S LANDING LLC~~CIMINELLI MUIR WOODS, LLC~~

By: ~~—~~SEVERYN CO. LLC, ITS MEMBER

Signature:~~By:~~

_____

Print Name: William Severyn~~Paul F. Ciminelli~~

Title: Member ~~Authorized Managing Member~~

STATE OF NEW YORK)
ss:
COUNTY OF ERIE)

On this __ day of _____~~June~~, 202_~~18~~, before me, the undersigned, a notary public in and for said state, personally appeared William Severyn~~Paul F. Ciminelli~~, personally known to me or proved to me on the basis of satisfactory evidence to the be the individual whose name is subscribed to within this instrument and acknowledged to me that he executed the same in his capacity, that they by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

SCHEDULE 1

LEGAL DESCRIPTION OF 50 DODGE ROAD (SITE A)

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie, State of New York, being Part of Lot 76, Township 12, Range 7 of the Holland Land Survey (so-called) bounded and described as follows:

COMMENCING at the point of intersection of the centerline of Dodge Road with the centerline of Sweet Home Road; thence: south along the centerline of Sweet Home Road, a distance of 86.08 feet to a point; thence: east, at right angles with said centerline, a distance of 679.33 feet to the POINT OR PLACE OF BEGINNING of the parcel hereinafter described:

THENCE: through lands now or formerly of New York State Urban Development Corporation, the following fifteen (15) courses and distances:

1.) N-00°-55'-59"-W, a distances of 304.81 feet to a point;
2.) N-88°-55'-52"-E, a distance of 625.24 feet to a point;
3.) N-02°-04'-02"-W, a distance of 118.24 feet to a point;
4.) N-88°-55'-52"-E, a distance of 506.27 feet to a point;
5.) S-01°-04'-08"-E, a distance of 120.35 feet to a point;
6.) S-64°-48'-00"-W, a distance of 35.05 feet to a point;
7.) S-29°-42'-37"-W, a distance of 135.73 feet to a point;
8.) S-06°-01'-17"-E, a distance of 361.98 feet to a point;
9.) S-45°-04'-18"-E, a distance of 271.44 feet to a point;
10.) S-01°-04'-00"-E, a distance of 314.49 feet to a point;
11.) S-65°-24'-13"-W, a distance of 407.54 feet to a point;
12.) N-85°-10'-51"-W, a distance of 34.02 feet to a point of curvature;
13.) Northwesterly, on a curve to the right having a radius of 561.62 feet, an arc distance of 516.33 feet to a point of tangency;
14.) N-32°-30'-21'-W, a distance of 457.24 feet to a point of curvature;
15.) Northwesterly, on a curve to the left having a radius of 749.00 feet, an arc distance of 272.69 feet to the above described POINT OR PLACE OF BEGINNING containing 24.812 acres be the same more or less.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

TOWN OF AMHERST
PLANNING BOARD
AMEND THE SEQR CERTIFICATION OF FINDINGS
AMEND THE DECLARATION OF RESTRICTIONS
AMENDMENT #77 TO THE AUDUBON DEVELOPMENT PLAN
Z-2002-09_E

PETITIONER

Sawyers Landing LLC
c/o Sean Hopkins
Hopkins Sorgi & McCarthy
5500 Main Street, Suite 343
Williamsville, NY

PROPERTY LOCATION

50 Dodge Road (portion)

AUG 29 2024 PM2

WHEREAS the Town of Amherst Planning Board on Tuesday, August 27, 2024 held a public hearing on a request to amend the SEQR Certification of Findings, to amend the Declaration of Restrictions and for Amendment #77 to the Audubon New Community District Development Plan to include the property location for use as a Local Center (LC) for the "Muir Woods Site A", and

WHEREAS the Planning Board has reviewed the plans and supporting documentation for the request, and

WHEREAS the Amendments have been referred to the various Town and County and State review agencies, and

WHEREAS the Planning Board finds that:

A. The proposed request meets the intent and objectives of a New Community District as expressed in Subsection 1-1.1.

B. The proposed request meets all the requirements of Section 5-2-3 through 5-2-6.

C. The proposed request is conceptually sound in that it meets present and future community needs.

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

E. The proposed amendments to the SEQR Certification of Findings, Declaration of Restrictions and the Audubon Development Plan are consistent with the Town Comprehensive Plan.

NOW THEREFORE BE IT RESOLVED that 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, and

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

TOWN OF AMHERST
PLANNING BOARD
AMEND THE SEQR CERTIFICATION OF FINDINGS
AMEND THE DECLARATION OF RESTRICTIONS
AMENDMENT #77 TO THE AUDUBON DEVELOPMENT PLAN
Z-2002-09_E

PETITIONER	PROPERTY LOCATION
Sawyers Landing LLC	50 Dodge Road (portion)

AUG 29 2024 PM2

BE IT FURTHER RESOLVED that the Planning Board, in accordance with Section 8-15-2 of the Zoning Ordinance offers a positive report and recommends Town Board approval of the request to amend the SEQR Certification of Findings and amend the Declaration of Restrictions and Amendment #77 to the Audubon Development Plan.

The foregoing resolution was adopted by the Town of Amherst Planning Board, August 27, 2024; moved by Gill; seconded by Raffaele; ayes 4; noes 0; absent 3 (Davis, Giuliani, Penberthy).

Michael J. Chmiel, Planning Board Chair

8/29/24
Date

SM/ac
X:\Current_Planning\Files\Rezonings\2002\Z-2002-09_E_(50_Dodge_Rd)_2024\Z-2002-09_E_resolution_082724.docx

cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Suite 343, Williamsville, NY 14221
Chris Wood, Carmina Wood Design, 80 Silo City Row, Buffalo, NY 14203
William Severyn, Severyn Development, 43 Central Ave., Lancaster, NY 14086

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Application to Amend Findings Statement, Reclassify Portion of 50 Dodge Road from NCD-RI o NCD-LC & Amend Declaration of Restrictions - Site A of Muir Woods [Z-2002-9E]

Applicant: Sawyer's Landing LLC
Sean Hopkins, Esq.
Hopkins Sorgi & McCarthy PLLC
5500 Main Street, Suite 343
Williamsville, NY 14221
Tel: 716.510-4338
E-mail: shopkins@hsmlegal.com

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Rezoning Review and, if required Comprehensive Plan Amendment

For Official Use

File #: Z-2002-09E **Acreage** 17.424 **Fee $** $5,465.00

Address Verified by Assessor's Office _____ VERIFIED BY DATE

Materials Accepted by Town Clerk & Fee Paid ____ _____ AC CEP TB BY DATE

Materials Checked by Building Dept._____ RECEIVED BY DATE

Materials Received by Planning Dept. 8/15/2024 RECEIVED BY DATE

		Fill In Applicable Fees
2 ACRES OR LESS	**$1,250**	$1,250.00
2 – 20 ACRES **$1,250 + $250/acres or fraction thereof over 2 acres**		$3,000.00
20 – 30 ACRES **$5,700 + $150/acre or fraction thereof over 20 acres**		_____
OVER 30 ACRES **$6,900 +$75/acre or fraction thereof over 30 acres**		1,200.00
Request for Relief of/Change to Conditions of Zoning Approval [Application to Amend Findings Statement]	**$ 1,200**	
AFFIDAVIT FEE FOR PUBLIC HEARING	**$ 15.00**	$15.00
TOTAL FEE:	$ 5,465.00	

RECEIVED AUG 15 2024 TOWN OF AMHERST PLANNING DEPT.

[Note: A completed Part 1 of the Full Environmental Assessment Form is attached as Exhibit "3" of this Application.]

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

TO BE COMPLETED BY APPLICANT

1. **Petitioner:** Name: Sawyers Landing LLC

Address: c/o Sean Hopkins, Esq.
5500 Main Street, Suite 343
Williamsville, New York 14221
City State Zip Code

Phone: 510-4338 Fax:

E Mail shopkins@hsmlegal.com

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

From: NCD-RI District

To: NCD-LC District

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

Portion of 50 Dodge Road

SBL #: 40.08-3-13.1

4. **Area of land to be rezoned** (in acres): 13.452 Acres to be Reclassified from NCD-RI to NCD-LC

5. **Owner of Land:**

Name: Sawyers Landing LLC

Address: c/o Sean Hopkins, Esq., 5500 Main Street, Suite 343, Williamsville, NY 14221

Telephone: 510-4338

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

Name: Sean W. Hopkins, Esq.

Address: 5500 Main Street, Suite 343
Williamsville, New York 14221
Tel: 716.510-4338 - E-mail: shopkins@hsmlegal.com
City State Zip Code

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

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

_____Option to purchase

__X__Owner

_____Other (explain) _____

8. **The following are all others having an interest in this application and join herein with the petitioner named above:** (describe extent of interest; attach sheets as needed)

Not Applicable.

9. **Attach Survey and Legal description of land to be rezoned. The Survey must be prepared by a New York State Licensed Land Surveyor.** Legal description of portion of 50 Dodge Road to be Reclassified from NCD-LI to NCD-LC att as Exhibit 5 of the Muir Woods property is attached as Exhibit "5" and copy of the Survey of Sit [illegible] copy of Survey also attached].

10. **Said property has the following deed restrictions or Covenants:** (attach copy) Not Applicable.

Liber 13330 Page 8243

A portion of the Project Site is subject to the Declaration of Restrictions recorded at the Erie County Clerk's Office on June 21, 2018. A copy of the recorded Declaration of Restrictions is provided at Exhibit "12".

11. **Information on proposed project:**

A. Description of the character of the proposed development:

See Exhibit "6".

B. Rationale for rezoning request:

1. Why was this site chosen? _____

See Exhibit "6".

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

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

See Exhibit "6".

3. How will this rezoning impact surrounding properties?

See Exhibit "6".

4. How will this rezoning impact the school system?

See Exhibit "6".

12. Quantitative Data:

A. Total # of dwelling units 207

B. Distribution of dwelling units by type 63 two-story townhomes, 22 two-unit townhomes and 100 apartments in the mixed-use buildings

C. Gross Residential Density per acre 11.87 units per acre

D. Total amount of Open Space .98 acres

E. Proposed Non-Residential Floor Area 56,000 sq. ft.

Note: The large 9.81 acre wetland directly west of the Project Site that is subject to the jurisdiction of both the NYSDEC and USACE will also be preserved as Permanent Open Space.

13. Development Schedule:

Start 2024

Finish 2026 [The precise timing of the phasing and development of the Project Site as a mixed-use project will be dependent on market conditions.]

Stages (# of) 3-4

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

The commercial space will be leased along with the apartments in the mixed-use buildings and the single-story buildings with attached garages. The single-family townhomes will for sale. The two family townhomes will for lease.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

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

Greenspace and landscaping will be privately owned and maintained.

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

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

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

See Exhibit "7".

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 "7".

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

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

See Exhibit "7".

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 "7".

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

See Exhibit "7".

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

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

See Exhibit "7".

17. The petitioner encloses herewith the sum of $ 5,465.00 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.

Sean Hopkins, Esq., Counsel for Petitioner
Signature of Petitioner

Subscribed and sworn to before me this 12th day of August, 20 24

Notary Public, Erie County, New York

MARIANNE BRAUTLACHT
Notary Public, State of New Yor
Qualified in Erie County
My Commission Expires 01/14/20

N.Y.S. General Municipal Law - Section 809 Disclosure in certain applications:

1. Every application, petition or request submitted for a variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license or permit, pursuant to the provision of any ordinance, local law, rule or regulation constituting the zoning and planning regulations of a municipality shall state the name, residence and the nature and extent of the interest of any state office or any office or employee of such municipality or of a municipality of which such municipality is a part, in the person, partnership or association making such application, petition or request (hereinafter called the applicant) to the extent known to such applicant.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

2. For the purpose of this section an officer or employee shall be deemed to have an interest in the applicant when he, his spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them

   (a) is the applicant, or
   (b) is an officer, director, partner or employee of the applicant, or
   (c) legally or beneficially owns or controls stock of a corporate applicant or is a member of a partnership or association applicant, or
   (d) is a party to an agreement with such an applicant, express or implied, whereby he may receive any payment or other benefit, whether or not for services rendered, dependent or contingent upon the favorable approval of such applicant, petition or request.

3. In the county of Nassau the provisions of subdivisions one and two of this section shall also apply to a party officer. "Party Officer" shall mean any person holding any position or office, whether by election, appointment or otherwise, in any party as defined by subdivision four or section two of the election law.

4. Ownership of less than five per cent of the stock of a corporation whose stock is listed on the New York or American Stock Exchanges shall not constitute an interest for the purposes of this section.

5. A person who knowingly and intentionally violates this section shall be guilty of a misdemeanor.

P/CurrPlan/Applications2007/Rezoning & Comp Plan Amend App.
10/08

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

TABLE OF CONTENTS

- **Exhibit 1:** Application to Amend the Findings Statement & Reclassify a Portion of 50 Dodge Road from NCD-RI to NCD-LC dated June 24, 2024
- **Exhibit 2:** Description of Requested Amendment of Findings Statement for Site "A" of the Muir Woods Project
- **Exhibit 3:** Part 1 of the Full Environmental Assessment Form prepared pursuant to the State Environmental Quality Review Act ("SEQRA") with attached Page 5[a]
- **Exhibit 4:** Survey of Portion of 50 Dodge Road to be Reclassified from NCD-RI to NCD-LC as prepared by Mark Andrews of GPI Engineering & Surveying dated June 19, 2024
- **Exhibit 4A**: Survey of 50 Dodge Road as prepared by Mark Andrews of GPI Engineering & Surveying
- **Exhibit 5:** Legal Description of Portion of 50 Dodge Road to be Reclassified from NCD-RI to NCD-LC as prepared by Mark Andrews of GPI Engineering & Surveying
- **Exhibit 6:** Responses to Questions 11A and 11B of the Application to Amend the Findings Statement & Reclassify a Portion of 50 Dodge Road from NCD-RI to NCD-LC dated June 24, 2024
- **Exhibit 7:** Responses to Questions 16A, 16C, 16D and 16E of the Application to Amend the Findings Statement & Reclassify a Portion of 50 Dodge Road from NCD-RI to NCD-LC dated June 24, 2024
- **Exhibit 8:** Amended Findings Statement issued by the Town of Amherst Town Board on September 27, 2021
- **Exhibit 9**: Reduced-Size Copy of Overall Site Plan [Drawing C-100 – Date: 06/20/24] prepared by Carmina Wood Design for the Mixed-Use Project at 50 Dodge Road [Note: Full-Size copy also attached]
- **Exhibit 9A**: Reduced-Size Copy of Site Plan [Drawing C-100 – Date: 06/20/24] prepared by Carmina Wood Design for the Mixed-Use Project at 50 Dodge Road [Note: Full-Size copy also attached]
- **Exhibit 9B:** Reduced-Size Copy of Landscape Plan [Drawing L-100 – Date: 06/20/24] prepared by Carmina Wood Design for the Mixed-Use Project at 50 Dodge Road [Note: Full-Size copy also attached]

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

- **Exhibit 9C:** Reduced-Size Copy of Landscape Plan [Drawing L-100 – Date: 06/20/24] prepared by Carmina Wood Design for the Mixed-Use Project at 50 Dodge Road [Note: Full-Size copy also attached]

- **Exhibit 10:** Resolution 2021-818 as Adopted by the Town of Amherst Town Board on September 27, 2021 for the purpose of Issuing an Amended Findings Statement pursuant to the State Environmental Quality Review Act ("SEQRA") for Mixed-Use Development on Site "A" of Muir Woods Property [Formerly 1081 North French Road – Current Address of 50 Dodge Road]

- **Exhibit 11:** Reduced-Size Copy of Parcel Plan [Drawing C-102 – Date: 05/28/24] prepared by Carmina Wood Design for the Mixed-Use Project at 50 Dodge Road [Note: Full-Size copy also attached]

- **Exhibit 12:** Copy of the Declaration of Restrictions as recorded in at the Erie County Clerk's Office on June 21, 2018 at Liber 11330 of Deeds at Page 8243 for the purpose of complying with the relevant portion of the Amended Findings Statement issued by the Town Board pursuant to the State Environmental Quality Review Act ("SEQRA") on December 7, 2015

- **Exhibit 13:** No Impact Determination Letter Issued by Ruth Pierpont, Director, New York State Office of Parks, Recreation and Historic Preservation, dated October 10, 2001

- **Exhibit 14:** Amended Wetland Permit Issued by the United States Army Corps of Engineers ("USACE") dated February 25, 2021

- **Exhibit 15:** Amended Wetland Permit Issued by the New York State Department of Environmental Conservation ("NYSDEC") dated December 24, 2020

- **Exhibit 16:** Redline Draft of Proposed Amended Findings for Proposed Mixed-Use Project on Site "A" of Muir Woods Property

- **Exhibit 17:** Color Copy of Figure 6 of the Town of Amherst Comprehensive Plan titled "Conceptual Land Use Plan"

- **Exhibit 18:** Color Copy of Figure 21 of the Town of Amherst Comprehensive Plan titled "University Focal Planning Area – Concept Plan"

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Exhibit 2 – Description of Requested Amendment of Findings Statement for Proposed Mixed-Use Project on Site "A" of the Muir Woods Property

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

EXHIBIT 2 OF APPLICATION TO AMEND FINDINGS STATEMENT AND RECLASSIFY PORTION OF 50 DODGE ROAD FROM NCD-RI TO NCD-LC

DESCRIPTION OF REQUEST TO AMEND THE FINDINGS STATEMENT AND TO RECLASSIFY PORTION OF 50 DODGE ROAD FROM NCD-RI TO NCD-LC

I. INTRODUCTION:

Sawyers Landing LLC ("Project Sponsor") is requesting that the Town Board approve a request to amend the Findings Statement issued by the Town Board pursuant to the State Environmental Quality Review Act ("SEQRA") on September 27, 2021 to allow the property at 50 Dodge Road to be developed as a mixed-use project in a manner consistent with the Overall Site Plan [Drawing C-100 – Date: 06/21/24] prepared by Carmina Wood Design, which includes a climate controlled storage building on the western portion of the Project Site. Reduced-size copies of the Overall Site Plan and the Site Plan are attached as Exhibits "9" and "9A".

The proposed mixed-use project consists of mixture of components including 2 four-story mixed use buildings that will each include 15,000 sq. ft. of 1st floor commercial space with 50 apartments per building, a four-story climate controlled storage building, single-family and two-family townhomes buildings and related site improvements. The layout for the proposed mixed-use project depicted on the Overall Site Plan has a total 207 residential units.

The proposed mixed-use project will also include all necessary site improvements including driveway connections to Dodge Road, access aisles, parking spaces, driveways, wetland impacts, lighting, landscaping, an on-site storm water management improvements, sanitary sewer and water lines and connections and all other required utility improvements.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

The documentation being submitted on behalf of the Project Sponsor in connection with this Application to Amend the Findings Statement and Reclassify a portion of 50 Dodge Road from NCD-RI to NCD-LC attached to this Application consists of the following:

- **Exhibit 1:** Application to Amend the Findings Statement & Reclassify a Portion of 50 Dodge Road from NCD-RI to NCD-LC dated June 24, 2024
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- **Exhibit 6:** Responses to Questions 11A and 11B of the Application to Amend the Findings Statement & Reclassify a Portion of 50 Dodge Road from NCD-RI to NCD-LC dated June 24, 2024
- **Exhibit 7:** Responses to Questions 16A, 16C, 16D and 16E of the Application to Amend the Findings Statement & Reclassify a Portion of 50 Dodge Road from NCD-RI to NCD-LC dated June 24, 2024
- **Exhibit 8:** Amended Findings Statement issued by the Town of Amherst Town Board on September 27, 2021
- **Exhibit 9**: Reduced-Size Copy of Overall Site Plan [Drawing C-100 – Date: 06/20/24] prepared by Carmina Wood Design for the Mixed-Use Project at 50 Dodge Road [Note: Full-Size copy also attached]
- **Exhibit 9A**: Reduced-Size Copy of Site Plan [Drawing C-100 – Date: 06/20/24] prepared by Carmina Wood Design for the Mixed-Use Project at 50 Dodge Road [Note: Full-Size copy also attached]

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

- **Exhibit 9B:** Reduced-Size Copy of Landscape Plan [Drawing L-100 – Date: 06/20/24] prepared by Carmina Wood Design for the Mixed-Use Project at 50 Dodge Road [Note: Full-Size copy also attached]

- **Exhibit 9C:** Reduced-Size Copy of Landscape Plan [Drawing L-100 – Date: 06/20/24] prepared by Carmina Wood Design for the Mixed-Use Project at 50 Dodge Road [Note: Full-Size copy also attached]

- **Exhibit 10:** Resolution 2021-818 as Adopted by the Town of Amherst Town Board on September 27, 2021 for the purpose of Issuing an Amended Findings Statement pursuant to the State Environmental Quality Review Act ("SEQRA") for Mixed-Use Development on Site "A" of Muir Woods Property [Formerly 1081 North French Road – Current Address of 50 Dodge Road]

- **Exhibit 11:** Reduced-Size Copy of Parcel Plan [Drawing C-102 – Date: 05/28/24] prepared by Carmina Wood Design for the Mixed-Use Project at 50 Dodge Road [Note: Full-Size copy also attached]

- **Exhibit 12:** Copy of the Declaration of Restrictions as recorded in at the Erie County Clerk's Office on June 21, 2018 at Liber 11330 of Deeds at Page 8243 for the purpose of complying with the relevant portion of the Amended Findings Statement issued by the Town Board pursuant to the State Environmental Quality Review Act ("SEQRA") on December 7, 2015

- **Exhibit 13:** No Impact Determination Letter Issued by Ruth Pierpont, Director, New York State Office of Parks, Recreation and Historic Preservation, dated October 10, 2001

- **Exhibit 14:** Amended Wetland Permit Issued by the United States Army Corps of Engineers ("USACE") dated February 25, 2021

- **Exhibit 15:** Amended Wetland Permit Issued by the New York State Department of Environmental Conservation ("NYSDEC") dated December 24, 2020

- **Exhibit 16:** Redline Draft of Proposed Amended Findings for Proposed Mixed-Use Project on Site "A" of Muir Woods Property

- **Exhibit 17:** Color Copy of Figure 6 of the Town of Amherst Comprehensive Plan titled "Conceptual Land Use Plan"

- **Exhibit 18:** Color Copy of Figure 21 of the Town of Amherst Comprehensive Plan titled "University Focal Planning Area – Concept Plan"

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Exhibit 3 – Part 1 of the Full Environmental Assessment Form prepared pursuant to the State Environmental Quality Review Act ("SEQRA") with attached Page 5[a]

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Full Environmental Assessment Form
Part 1 - Project and Setting

Prepared By: Sean Hopkins, Esq. Hopkins Sorgi & McCarthy PLLC 5500 Main Street, Suite 343 Williamsville, NY 14221
Tel: 716.510-4338
E-mail: shopkins@hsmlegal.com

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Proposed Mixed-Use Project - Site A of Muir Woods		
Project Location (describe, and attach a general location map): 50 Dodge Road - Town of Amherst - Erie County		
Brief Description of Proposed Action (include purpose or need): The proposed action consists of an amendment of the Findings Statement issued by the Town of Amherst Town Board ("Town Board") on September 27, 2021 pursuant to the State Environmental Quality Review Act ("SEQRA") to accommodate the updated layout for the proposed mixed-use project to be located at 50 Dodge Road. The layout of the mixed-use project is depicted on the Overall Site Plan [Drawing C-100] prepared by Carmina Wood Design. The residential density of the project has been reduced to 207 units. The action has been defined broadly to include all required discretionary approvals and permits as well as all site improvements including the proposed mixed-use and residential buildings, a climate controlled storage buildings, driveway connections, access aisles, parking spaces, driveways, wetland impacts, lighting, landscaping, an on-site storm water management improvements, sanitary sewer and water lines and connections and all other required utility improvements. The project purpose is to develop Site "A" of overall Muir Woods Project Site as a mixed-use project in a manner consistent with the Overall Site Plan for the project prepared by Carmina Wood Morris DPC prepared by Carmina Wood Design. The project is a Type I action pursuant to SEQRA and the Town Board issued an Amended Findings Statement pursuant to SEQRA on September 27, 2021. The proposed use is consistent with the Town's adopted Comprehensive Plan.		
Name of Applicant/Sponsor: Sawyers Landing LLC c/o Sean Hopkins, Esq.	Telephone: 716.510-4338 E-Mail: shopkins@hsmlegal.com	
Address: 5500 Main Street, Suite 343		
City/PO: Williamsville, NY	State: NY	Zip Code: 14221
Project Contact (if not same as sponsor; give name and title/role):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

B. Government Approvals

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

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes ☐No	Town Board - Amended Findings Statement and Reclassification of NCD Property	June 24, 2024
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Planning Board - Amended Site Plan Approval and Subdivision Approval	To be Determined
c. City, Town or Village Zoning Board of Appeals ☐Yes ☑No		
d. Other local agencies ☑Yes ☐No	Building Department - Building Permits; Town of Amherst IDA [PILOT, etc.]	To be determined
e. County agencies ☑Yes ☐No	Highway Work Permit - ECDPW; Water - ECWA	To be determined
f. Regional agencies ☐Yes ☑No		
g. State agencies ☑Yes ☐No	NYSDEC - Amended Wetland Permit; DSCA Approval and SPDES Permit	Amended wetland permit issued on 12/24/20 - DSCA & SPDES - To be determined
h. Federal agencies ☑Yes ☐No	USACE - Amended Wetland Permit	Issued on 02/25/21

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

[**Note**: The Town has an adopted Waterfront Revitalization Program.]

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 project will not have any 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):

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C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No

If Yes, what is the zoning classification(s) including any applicable overlay district?

Site "A" of the Muir Woods property is zoned New Community District - NCD-ND and NCD-RI pursuant to the Town of Amherst Zoning Map.

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? The Applicant is proposing to reclassify 13.54 acres from NCD-RI to NCD-LC.

C.4. Existing community services.

a. In what school district is the project site located? Sweet Home 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 including Nature View Park

D. Project Details

D.1. Proposed and Potential Development

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

b. a. Total acreage of the site of the proposed action? 17.424 acres

b. Total acreage to be physically disturbed? 17 acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 17.424 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)

63 residential lots [2 family townhomes for sale]

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

iii. Number of lots proposed? 63 lots

iv. Minimum and maximum proposed lot sizes? Minimum 1,400 sq. ft. Maximum 1,400 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 3-4
- Anticipated commencement date of phase 1 (including demolition) Mar month 2025 year
- Anticipated completion date of final phase Mar month 2027 year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases:

The infrastructure necessary for each phase will be installed to ensure compliance with applicable technical standards including those for stormwater management.

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f. Does the project include new residential uses? [**Note**: The 63 one-family units consist of attached townhome units for sale.] ☑ Yes ☐ No

If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase	63	22		50
At completion of all phases	63	22		100

The build-out of the residential components will be based on market conditions.

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

If Yes, There will be 15,000 sq. ft. of commercial space in each of the two mixed-use buildings.

i. Total number of structures 3

ii. Dimensions (in feet) of largest proposed structure: 55' height; 240' width; and 120' length

iii. Approximate extent of building space to be heated or cooled: 56,000 square feet

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

If Yes,

i. Purpose of the impoundment: Storm water management

ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☑ Other specify: Storm water runoff from impervious surfaces.

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

N/A

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: 1.5 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 area is an excavation consisting of earth fill.

D.2. Project Operations

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

If Yes:

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

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

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

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

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

If yes, describe.

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

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

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

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

ix. Summarize site reclamation goals and plan:

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

If Yes:

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

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

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

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

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

v. Describe any proposed reclamation/mitigation following disturbance:

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

i. Total anticipated water usage/demand per day: 56,524 gallons/day

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

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

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

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

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

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

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

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

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

i. Total anticipated liquid waste generation per day: 51,385 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: Tonawanda Creek Wastewater Treatment Plant
- Name of district: Town of Amherst Consolidated Sanitary Sewer District
- Does the existing wastewater treatment plant have capacity to serve the project? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No

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- Do existing sewer lines serve the project site? ☑Yes ☐No
- Will a line extension within an existing district be necessary to serve the project? ☐Yes ☑No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

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

If Yes:

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

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

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

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

If Yes:

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

_____ Square feet or 8 acres (impervious surface)

_____ Square feet or 17.42 acres (parcel size)

ii. Describe types of new point sources. Parking lots and roof tops

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 conveyed into the on-site stormwater management system to be installed per the applicable stringent stormwater quality and quantity standards of the NYS Department of Environmental Conservation ("NYSDEC")

- If to surface waters, identify receiving water bodies or wetlands: NYSDEC & Federal wetlands on the east portion of the site after on-site stormwater management system.
- Will stormwater runoff flow to adjacent properties? ☐Yes ☑No

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

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

If Yes, identify:

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

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

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

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

If Yes:

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

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

- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

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

If Yes:

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

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

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

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

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

[**Note:** An updated Traffic Impact Study prepared by Passero Associates has been submitted based on the current project layout.]

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: _____

To be determined

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: 7:00 to 7:00
- Saturday: 8:00 to 6:00
- Sunday: As needed
- Holidays: Not Applicable

ii. During Operations:

- Monday - Friday: 8:00 to 11:00
- Saturday: 8:00 to 11:00
- Sunday: 8:00 to 10:00
- Holidays: 8:00 to 10:00

The hours of operation during "During Operations" as listed above apply to the first floor commercial space in the two mixed-use buildings. The hours are estimates since the tenants that will lease the first floor commercial space including both office and retail tenants have not yet been identified.

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

If yes:

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

Construction activities will include the use of construction equipment during daytime hours that will exceed ambient background noise levels. The construction related noise impacts are a temporary 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:

Lighting will be installed in compliance with the lighting standards contained in the Town of Amherst Zoning Code.

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

Describe:

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

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

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

If Yes:

i. Product(s) to be stored

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

iii. Generally, describe the proposed storage facilities:

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

If Yes:

i. Describe proposed treatment(s):

Potential use of lawn fertilizer and pesticides on maintained portions of property in accordance with applicable standards for application and use of lawn fertilizer and pesticides.

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: 3 tons per week (unit of time)
- Operation : 3 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: wood and metal waste may be recycled by the contract at their discretion
- Operation: Town of Amherst recycling program will be followed

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

- Construction: approved NYSDEC landfill via contractor or private disposal company
- Operation: approved NYSDEC landfill via private disposal company

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

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

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

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

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

ii. If mix of uses, generally describe:

There are mixture of uses in the vicinity of the Project Site including residential uses to the north in the Bucyrus Heights Subdivision, an elementary school, apartments and office buildings on Sweet Home Road and permanent open space to the east of Site "A".

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	8.0	+ 8.0
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	17.4	0	-17.4
• 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)			
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: Greenspace, Landscaping, Pond	0	9.4	+9.4

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

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:
1. Heritage Heights Elementary School (Sweet Home School District- 2545 Sweet Home Road); 2. Creative Play Learning Center (Private Day Care Facility- 647 Dodge Road); and 3. Four Seasons Child Care & Preschool (Private Day Care Facility- 1639 North French 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):
_____
_____

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

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 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	94 %
Swormville clay loam	6 %
	%

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:	% of site
☑ Poorly Drained	100 % of site

f. Approximate proportion of proposed action site with slopes:

☑ 0-10%:	100 % of site
☐ 10-15%:	% of site
☐ 15% or greater:	% of site

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

h. Surface water features.

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

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

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

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

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

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters, NYS Wetland Approximate Size NYS Wetland (in a...
- Wetland No. (if regulated by DEC) TE-33

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

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

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

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

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

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

i. Name of aquifer: _____

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

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:
Spiny Softshell - The Project Sponsor does not believe that Spiny Softshell is present on Site A of the Muir Woods property.

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☑No
If yes, give a brief description of how the proposed action may affect that use:

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐Yes ☑No
If Yes, provide county plus district name/number:

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☑No
i. If Yes: acreage(s) on project site?
ii. Source(s) of soil rating(s):

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No
If Yes:
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature
ii. Provide brief description of landmark, including values behind designation and approximate size/extent:

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No
If Yes:
i. CEA name:
ii. Basis for designation:
iii. Designating agency and date:

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

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

If Yes:

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

ii. Name: Eligible property:Heritage Heights Elementary School

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 [No impact letter issued by SHPO on October 10, 2001.]

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

If Yes:

i. Describe possible resource(s):

ii. Basis for identification:

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

If Yes:

i. Identify resource:

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

iii. Distance between project and resource: _____ miles.

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

If Yes:

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

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

F. Additional Information

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

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

G. Verification

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

Applicant/Sponsor Name Sawyers Landing LLC Date June 24, 2024

Signature Sean Hopkins Title Attorney for Project Sponsor

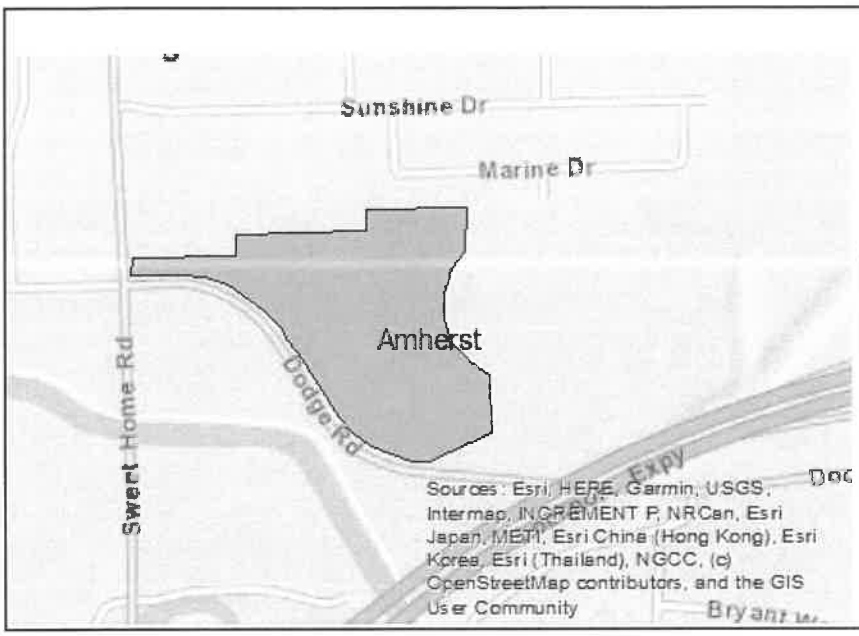
Sean W. Hopkins, Esq.

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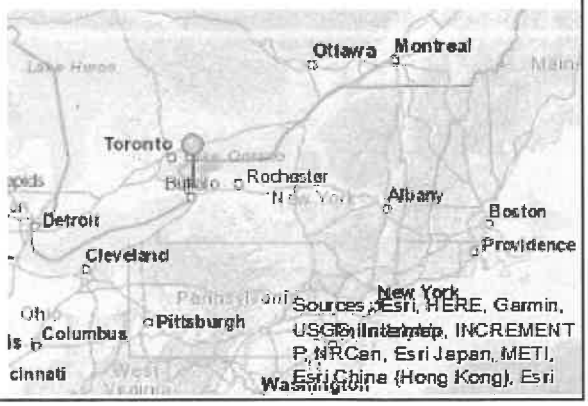
Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

EAF Mapper Summary Report

Thursday, June 18, 2020 8:50 AM



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



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas:West Erie Canal Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	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 - Wetlands Name]	Federal Waters, NYS Wetland
E.2.h.iv [Surface Water Features - Wetlands Size]	NYS Wetland (in acres):34.6
E.2.h.iv [Surface Water Features - DEC Wetlands Number]	TE-33
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

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]	Yes
E.2.p. [Rare Plants or Animals - Name]	Spiny Softshell
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Eligible property:Heritage Heights Elementary School
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

TOWN OF AMHERST ATTACHMENT
State Environmental Quality Review
ENVIRONMENTAL ASSESSMENT FORM
Mixed-Use Project - 50 Dodge Road

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	Severe	Severe	Severe	Severe	Moderate
Swormville Clay Loam	Severe	Severe	Severe	Severe	Severe

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

   x Geotechnical report attached _____ Not applicable

   [Note: Copy of Geotechnical Report included with Application.

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

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

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

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

6. Are you aware of current or future plans or intentions by others in the Town of Amherst to develop property within 1000± ft. of the present project request: Yes ☒ No

   Describe A

   (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 243 [Sat. Peak Hour]
   Source: Updated Traffic Impact Study prepared by Passero Associates.

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:
    51,385 average flow 205,540 peak flow.

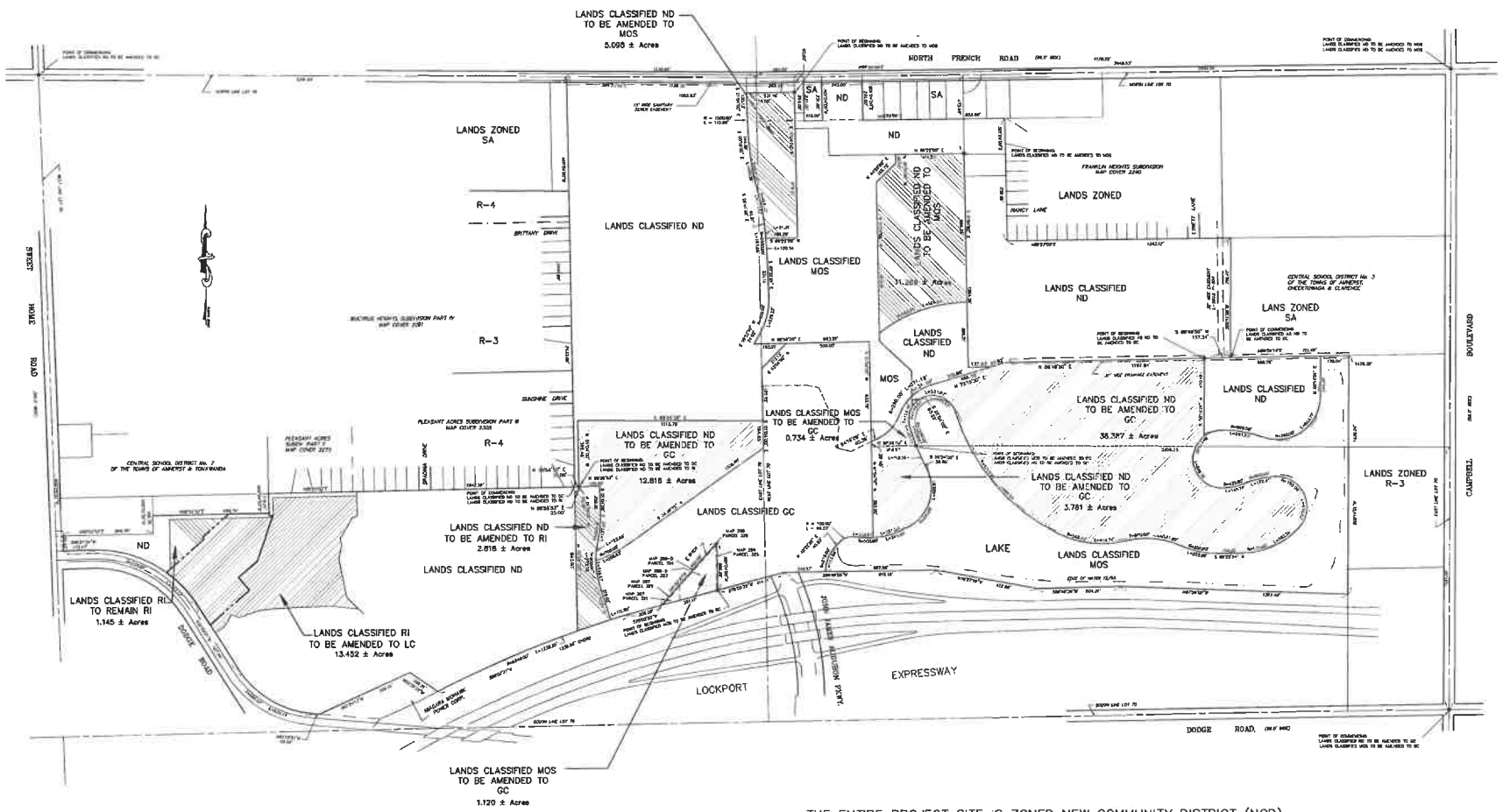
    (Average flows of 2,500 gpd or greater will require an Engineer's Report that includes a detailed downstream sewer capacity analysis and the identification of and commitment to required I/I offset work during peak wastewater flow conditions.)

11. Based on the Town's *2011 Reconnaissance Level Survey of Historic Resources,* is your property 'blue-rated' for historic significance? x Yes □ No
    [There are not any buildings located on the Project Site.]
    [Note: A copy of the No Impact Determination letter issued by SHPO is provided at Exhibit "13".]

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Exhibit 4 – Survey of 50 Dodge Road as prepared by Mark Andrews of GPI Engineering & Surveying

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))



THE ENTIRE PROJECT SITE IS ZONED NEW COMMUNITY DISTRICT (NCD)

GRAPHIC SCALE

(IN FEET)
1 inch = 300 ft.

AMENDMENT TO AUDUBON DEVELOPMENT PLAN

PART OF LOTS 70 & 76, TOWNSHIP 12, RANGE 7
HOLLAND LAND SURVEY
TOWN OF AMHERST, ERIE COUNTY, NEW YORK

GPI GREENMAN-PEDERSEN, INC. CONSULTING ENGINEERS
ENGINEERING • SURVEYING • PLANNING

Job No. PAH 99059 | Date: APRIL 17, 2002
GPI: 2004108 | REVISED: NOVEMBER 2007
Scale 1"=300' | REVISED: JUNE 19, 2024

059-23

Exhibit 5 – Legal Description of Portion of 50 Dodge Road to be Reclassified from NCD–RI to NCD–LC as prepared by Mark Andrews of GPI Engineering & Surveying

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

EXHIBIT 5

LEGAL DESCRIPTION OF PROPERTY TO BE RECLASSIFIED FROM NCD-RI TO NCD-LC

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie, State of New York, being part of Lot 76, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows.

COMMENCING at the southwest corner of lands shown on a map of Pleasant Acres Subdivision Part II filed in the Erie County Clerk's Office under Map Cover 2273;

THENCE: N-88°-55'-52"-E along the south line of said Map Cover 2273 and partly along the south line of lands shown on a map of Pleasant Acres Subdivision Part III filed in the Erie County Clerk's Office under Map Cover 2305, a distance of 530.61 feet to a point;

THENCE: Through the lands conveyed to Ciminelli Muir Woods LLC by deed recorded in the Erie County Clerk's Office in Liber 11307 of Deeds at page 4915, the following sixteen (16) courses and distances:

1) S-01°-04'-08"-E, a distance of 25 feet to the POINT OF BEGINNING;
2) S-01°-04'-08"-E, a distance of 120.35 feet to a point;
3) S-64°-48'-00"-W, a distance of 35.05 feet to a point;
4) S-29°-42'-37"-W, a distance of 141.03 feet to a point;
5) S-10°-07'-24"-E, a distance of 43.27 feet to a point;
6) S-11°-02'-55"-W, a distance of 83.05 feet to a point;
7) S-11°-56'-26"-E, a distance of 236.39 feet to a point;
8) S-45°-19'-36"-E, a distance of 99.81 feet to a point;
9) N-83°-38'-15"-W, a distance of 172.76 feet to a point;
10) S-87°-22'-49"-W, a distance of 322.92 feet to a point;
11) S-83°-36'-25"-W, a distance of 105.17 feet to a point;
12) S-71°-08'-13"-W, a distance of 128.98 feet to a point;
13) N-67°-53'-17"-W, a distance of 50.93 feet to a point;
14) S-23°-50'-17"-W, a distance of 47.47 feet to a point;
15) S-39°-43'-51"-W, a distance of 50.80 feet to a point;
16) S-57°-29'-39"-W, a distance of 52.30 feet to a point on the northeast line of Dodge Road Relocation;

THENCE: N-32°-30'-21"-W and along the northeasterly line of Dodge Road Relocation a distance of 198.87 feet to a point of curvature;

THENCE: Northwesterly, along the northeasterly line of Dodge Road Relocation on a curve to the left having a radius of 724.00 feet, an arc distance of 272.06 to a point;

THENCE: Through the lands conveyed to Ciminelli Muir Woods LLC by deed recorded in the Erie County Clerk's Office in Liber 11307 of Deeds at page 4915, the following six (6) courses

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

and distances:

1) N-48°-24'-26"-E a distance of 302.13 feet to a point;
2) N-41°-35'-34"-W a distance of 14.00 feet to a point;
3) N-48°-24'-26"-E a distance of 173.12 feet to a point;
4) N-88°-55'-52"-E a distance of 296.93 feet to a point;
5) N-02°-04'-03"-W a distance of 118.24 feet to a point;
6) N-88°-55'-52"-E a distance of 505.17 feet to a point the POINT or PLACE of BEGINNING, having an area of 13.461 acres be the same more or less.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Exhibit 6 – Responses to Questions 11A and 11B of the Application to Amend the Findings Statement and to Amend the Comprehensive Plan & Reclassify a Portion of 50 Dodge Road from NCD–RI to NCD–LC

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

EXHIBIT 6

APPLICATION TO AMEND FINDINGS STATEMENT AND RECLASSIFY PORTION OF 50 DODGE ROAD FROM NCD-RI TO NCD-LC

Question 11(A): **Description of the character of the proposed development:**

Response to Question 11(A): The updated layout of the proposed mixed-use project is depicted on the full- size copy of the Overall Site Plan [Drawing C-100 – Date: 06/20/24] for the proposed mixed-use project on Site A of the Muir Woods property prepared by Carmina Wood Morris DPC attached to this Application. A reduced size copy of the Overall Site Plan is also provided at Exhibit "9" of this Application. The project layout has been updated to add a climate controlled self-story building on the western portion of the Project Site.

The residential density of the project has been reduced to 207 units. The action has been defined with the Part 1 of the Full EAF, a copy of which is provided at Exhibit "3" broadly as follows: "All required discretionary approvals and permits as well as all site improvements including the proposed mixed-use and residential buildings, a climate controlled storage buildings, driveway connections, access aisles, parking spaces, driveways, wetland impacts, lighting, landscaping, an on-site storm water management improvements, sanitary sewer and water lines and connections and all other required utility improvements. The project purpose is to develop Site "A" of overall Muir Woods Project Site as a mixed-use project in a manner consistent with the Overall Site Plan for the project prepared by Carmina Wood Morris DPC prepared by Carmina Wood Design. The project is a Type I action pursuant to SEQRA and the Town Board issued an Amended Findings Statement pursuant to SEQRA on September 27, 2021. The proposed use is consistent with the Town's adopted Comprehensive Plan."

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Question 11(B)(1): Rationale for rezoning request: 1. Why was this site chosen?

Response to Question 11(B)(1): The reclassification of a portion of 50 Dodge Road is being sought to ensure that the residential components of the Project Site will be located on property to be classified NCD-ND. Within Section 5-2-5 of the Zoning Code, the language states that the NCD-ND classification is intended to include primarily residential areas designed to provide living space for families and individuals and that ancillary uses designed to conveniently serve residents may be located within them. Section 5-2-5 of the Zoning Code also states that the NCD-NC classification includes:

- Residences and dwelling units of every type, except as otherwise specified in this subsection. In developing a balanced community the use of a variety housing types, styles and construction methods shall be deemed most in keeping with this Section.
- Small convenience retail and service facilities, except for automobile drive-in restaurants, and ancillary office facilities designed to serve the needs of residents of the neighborhood.

Question 11(B)(2): Why cannot land be used with the existing zoning?

Response to Question 11(B)(2): Not applicable. The Project Sponsor is not seeking to amend the zoning classification of the Project Site.

Question 11(B)(3): How will this rezoning impact surrounding properties?

Response to Question 11(B)(3): Not applicable. The Project Sponsor is not seeking to amend the zoning classification of the Project Site. The Project Sponsor believes the proposed development of Site "A" of the Muir Woods property as a mixed-use project per the updated layout will not have any potentially significant adverse impacts on surrounding properties and also that the proposed use is dramatically more compatible with nearby land use than the originally proposed flex/office space and research and development use.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Question 11(B)(4): How will this rezoning impact the school system?

Response to Question 11(B)(4): The proposed mixed-use project will have positive impacts that will benefit the Sweet Home Central School District since the mixed-use project will generate substantial annual property taxes.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Exhibit 7 – Responses to Questions 16A, 16C, 16D and 16E of the Application to Amend the Findings Statement & Reclassify a Portion of 50 Dodge Road from NCD–RI to NCD–LC

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

EXHIBIT 7

APPLICATION TO AMEND THE FINDINGS STATEMENT AND RECLASSIFY PORTION OF 50 DODGE ROAD FROM NCD-RI TO NCD-LC

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): During its meeting on October 19, 2020, the Town Board adopted Resolution 2020-792 for the purpose of approving an amendment to the Comprehensive Plan to designate Site A as appropriate for a mixed-use residential/commercial use instead of the previously proposed flex office/R&D buildings. The proposed mixed-use project is clearly consistent with the adopted Comprehensive Plan including Figure 6, which designates the Project Site as appropriate for "Commercial/Mixed Use". A color copy of Figure 6 is provided at Exhibit "17". Figure 21 of the Comprehensive Plan which is titled "University Focal Planning Area – Concept Plan" designates the Project Site as appropriate for "Commercial/Mixed Use. A copy of Figure 21 of the Comprehensive Plan is provided at Exhibit "18".

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 Project Sponsor is not seeking to amend the adopted Comprehensive Plan in connection with the updated layout for the mixed-use project.

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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): Not applicable. The Project Sponsor is not seeking to amend the zoning classification of the Project Site. Nonetheless, the requested amendment of the Findings Statement issued by the Town Board on October 19, 2020 is consistent with the intent and objectives of the Zoning Code for the reasons stated below.

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 development of the Project Site as mixed-use project is consistent with the "Purpose" of the Zoning Code. Section 1-2-2 of the Zoning Code sets forth the objectives of the Zoning Code. This section of the Zoning Code lists thirteen (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 mixed-use project will be consistent with the objective of protecting the character and value of existing land uses. The proposed mixed-use project has been carefully designed to reduce previously authorized wetland impacts and to

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

include a mixture of uses in a pedestrian friendly environment and as such 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 mixed use project is consistent with this objective. The Project Site will include permanent open space and a portion of the recreational trail on the overall Muir Woods property that will connect to the Town's nearby recreational trail that connects to the UB North Campus.

C. To prevent overcrowding of land;

Response: The proposed mixed-use project will not result in the overcrowding of land.

D. To prevent excessive concentration of population and to prevent spare and uncoordinated development;

Response: The proposed mixed-use project will not result in excessive concentration of population. The proposed mixed-use project does not represent an example of uncoordinated development.

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

Response: The proposed mixed-use project has been carefully designed to be consistent with the policies of the Comprehensive Plan.

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

Response: A SWPPP with Engineer's Report prepared by Carmina Wood Design was previously submitted for review and approval by the Town's Engineering Department. The mixed-use project will not increase the likelihood of damage and injury due to fire and flood. The proposed project will be constructed per the stringent requirements of the NYS Building Code including the fire safety standards contained therein.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

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 mixed-use project will not be inconsistent with this objective.

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 Site Plan 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 proposed mixed-use project will not result in any potentially significant traffic impacts as confirmed by the updated Traffic Impact Study prepared by Passero Associates.

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.

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 mixed-use project is consistent with this objective since the project is generally consistent with the policies in the Comprehensive Plan.

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

Response: The proposed mixed-use project is consistent with this objective.

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

Response: The proposed mixed-use 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 mixed-use project will be compatible with the present zoning and conforming uses of nearby properties and the character of the neighborhood. There are a mixture of land uses on parcels with varying zoning classifications in the vicinity of the Project Site. The nearby land uses include residential uses in the Bucyrus Heights Subdivision to the north of a portion of the Project Site, the Lockwood Villas apartment project on Sweet Home Road directly north of a portion of the Project Site, Heritage Heights Elementary School on Sweet Home Road, and office buildings on property at the southeast corner of Dodge Road and Sweet Home Road.

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 more suitable for the proposed mixed-use project that the previously proposed flex office and research and development buildings.

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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 mixed-use project will improve the balance of uses in the Town and will meet a specific demand for mixed-use living environments featuring integrated residential and commercial uses in a pedestrian friendly environment.

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Exhibit 8 – Amended Findings Statement issued by the Town of Amherst Town Board on September 27, 2021

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Town of Amherst

Brian J. Kulpa
Town Supervisor

AMENDMENT #51 TO THE AUDUBON DEVELOPMENT PLAN
TO RECLASSIFY A PORTION OF 326± ACRES OF LAND
FROM NCD-ND & NCD-MOS to NCD-GC, NCD-RI & NCD-MOS
1081 & 1121 North French Road
(Z-9-02)

CERTIFICATION OF AMENDED FINDINGS

Having considered the Draft and Final Generic EIS documents, and having considered the preceding written facts and conclusions relied upon to meet the requirements of 6 NYCRR 617, this Amended Statement of Findings certifies that:

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

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

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

TOWN OF AMHERST
Name of Agency

Signature of Responsible Official

BRIAN J. KULPA
Name of Responsible Official

TOWN SUPERVISOR
Title of Responsible Official

September 27, 2021
Date

5583 MAIN STREET, WILLIAMSVILLE, NY 14221
Address of Agency

Amherst Municipal Building | 5583 Main Street | Williamsville NY 14221
716-631-7032 | bkulpa@amherst.ny.us | www.amherst.ny.us

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

RESOLUTION

WHEREAS, following the April 16, 2004 submittal of a Draft Generic Environmental Impact Statement (DGEIS) prepared by Ciminelli Development Company, Inc., the DGEIS was accepted by the Town Board on September 7, 2004. The DGEIS was submitted for the proposed rezoning from NCD-ND & NCD-MOS to NCD-GC, NCD-RI & NCD-MOS and development of 326± acres of land located at1081 & 1121 North French Road. On October 28, 2004, the Planning Board held a public hearing on the DGEIS and rezoning request and recommended approval of the subject petition. Subsequently, a public hearing on the DGEIS and rezoning request was held by the Town Board on March 2, 2005. A Final Generic Environmental Impact Statement (FGEIS) was accepted by the Town Board on November 5, 2007, and a Notice of Completion of the FGEIS was filed on November 14, 2007; and

WHEREAS, the Planning Board and the Town Board have considered the content of the DGEIS, the FGEIS, and all other documents and comments and submissions made during and after the hearings.

WHEREAS, on February 18, 2014, the Project Sponsor submitted an Application to Amend the Findings Statement and Audubon Development Plan along with supporting documentation. The Planning Board held a public hearing on the Application during its meeting on March 14, 2014 and it recommended approval of the Application. On June 16, 2014, the Town Board held a public hearing on the Application but did not issue a decision on the Application.

WHEREAS, on August 17, 2015, the Project Sponsor submitted an Amended Application to Amend the Findings Statement and Audubon Development Plan for the purpose of modifying the Application filed on February18, 2014.

WHEREAS, the Planning Board held a public hearing on the Amended Application during its meeting on September 17, 2015 and the Planning Board recommended in favor of the Application. On November 16, 2015, the Town Board held a public hearing on the Application. On December 7, 2015, the Town Board voted to issue an Amended Findings Statement based on its determination that the potential modifications to the Muir Woods Project will not result in any potentially significant adverse environmental impacts that were not thoroughly evaluated in connection with the comprehensive environmental review of the Project that concluded with the original issuance of a Findings Statement on December 17, 2007.

WHEREAS, the Planning Board conducted a coordinated environmental review of the development of Sites C and D of the overall Project Site as a 133 lot residential subdivision. On September 14, 2017, the Planning Board issued a negative declaration pursuant to SEQRA for the subdivision based on its determination that the subdivision would not result in any potentially significant adverse environmental impacts.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

WHEREAS, on April 15, 2019, the Project Sponsor submitted an Application to Amend the Findings Statement and Audubon Development Plan along with supporting documentation. The requested amendment of the Findings Statement issued by the Town Board on December 17, 2017 was to allow student housing to be developed on Site B of the overall Muir Woods Project Site ("Application to Amend the Findings Statement"). The Planning Board held public hearings on the Application to Amend the Findings Statement during its meeting on May 16, 2019 and June 20, 2019 it adopted a resolution recommended approval of the Application to Amend the Findings Statement during its meeting on June 20, 2019.

WHEREAS, on August 5, 2019, the Town Board held a public hearing on the Application to Amend the Findings Statement. On August 5, 2019, the Town Board voted three to one to amend the Findings Statement based on its determination that the potential modifications to the Muir Woods Project will not result in any potentially significant adverse environmental impacts that were not thoroughly evaluated in connection with the previous comprehensive environmental review of the Project that concluded with the issuance of a Findings Statement on December 7, 2007 and the issuance of an Amended Findings Statement on December 7, 2015.

WHEREAS, on June 24, 2020, the Project Sponsor submitted an Application to Amend the Findings Statement issued by the Town Board on December 17, 2017 and to Amend the Comprehensive Plan for Site A of the Muir Woods Project to allow a mixed-use project to be developed on Site A of the overall Muir Woods Project Site (hereinafter collectively the "Application to Amend the Findings Statement"). The Planning Board held a public hearing on the Application to Amend the Findings Statement during its meeting on August 20, 2020 and at the same meeting adopted a resolution recommending approval of the Application to Amend the Findings Statement by the Town Board.

WHEREAS, on October 6, 2020, the Town Board held a public hearing on the Application to Amend the Findings Statement. On October 19, 2020, the Town Board voted to issue the Amended Findings Statement based on its determination that the potential modifications to the Muir Woods Project will not result in any potentially significant adverse environmental impacts that were not thoroughly evaluated in connection with the previous comprehensive environmental review of the Project that concluded with the issuance of a Findings Statement on December 7, 2007, and the issuance of an Amended Findings Statements on December 7, 2015 and August 5, 2019.

WHEREAS, on July 7, 2021, Sawyers Landing LLC submitted an Application to Amend the Findings Statement issued by the Town Board on October 19, 2020 in order to seek to increase the allowable residential density from 202 units to 258 units. The Planning Board held a public hearing on the Application to Amend the Findings Statement during its meeting on August 19, 2021 and at the same meeting adopted a resolution recommending approval of the Application to Amend the Findings Statement by the Town Board.

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WHEREAS, on September 27 2021, the Town Board held a public hearing on the Application to Amend the Findings Statement. On September 27 2021, the Town Board voted to issue the Amended Findings Statement based on its determination that the potential modifications to the Muir Woods Project will not result in any potentially significant adverse environmental impacts that were not thoroughly evaluated in connection with the previous comprehensive environmental review of the Project that concluded with the issuance of a Findings Statement on December 7, 2007, and the issuance of an Amended Findings Statements on December 7, 2015 and August 5, 2019 and October 19, 2020.

NOW THEREFORE THE TOWN BOARD FINDS AND DETERMINES THAT:

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

2. The proposed mixed-use, student housing and residential development as presented in the FGEIS and the Application to Amend the Findings Statement submitted to the Planning Department on July 6, 2021 is consistent with the intent and objectives of the Zoning Ordinance.

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

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

5. As provided in 6NYCRR Part 617.10, the Town Board chose to require the preparation of a draft Generic Environmental Impact Statement (DGEIS) instead of a draft Environmental Impact Statement (DEIS) for this project. This decision was based on the scope and timetable of the development described by the Project Sponsor and depicted in the Conceptual Master Plan, which showed a multi-use development on 330± acres of land, to be built out over a 15-20 year period. The Board's decision is also based on the following reasons:

    - A DGEIS provides a lead agency with the framework for properly evaluating a conceptual master plan while identifying the important elements of the environmental setting associated with the project site. A DGEIS assesses a

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broad scope of a group of actions or a combination of effects from a single action.

- The utilization of a DGEIS provides the Town Board with the authority to establish specific criteria and thresholds by which future actions such as site plan and subdivision applications will be reviewed, including requirements for ensuring subsequent compliance with SEQR.
- The Town Board's decision to require the Project Sponsor to prepare a DGEIS acknowledges that the specific layout and appearance of the development cannot be determined at this time but rather will be decided over a period of several years and subject to market demands, and the development of the project will occur in stages.
- The SEQR regulations state that a DGEIS is appropriate for a series or sequence of separate actions and/or projects that have wide application or restrict the range of future alternative policies.
- The Town Board's utilization of a DGEIS affords it the opportunity to evaluate a broad range of anticipated impacts, and it also ensures that related actions will not be segmented in order to avoid the required analysis of the proposed development of the overall project site.

6. By the time the Findings Statement was issued by the Town Board on December 17, 2007, the proposed Muir Woods development had been significantly revised since its initial submittal in 2002, resulting in a reduction in the commercial/office component of the project from 1.8± million sq. ft. to 700,000± sq. ft. and in the residential component from 200± units to 136± units. These changes were made in response to the NYS Department of Environmental Conservation, the U.S. Army Corps of Engineers and the public to minimize impacts to wetland areas to the greatest extent possible.

Following the issuance of the Findings Statement by the Town Board on December 17, 2007, the Project Sponsor obtained the required wetland permits from the New York State Department of Environmental Conservation and the United State Army Corps of Engineers. In an effort to address current market needs while maintaining the intent of the project site New Community District zoning, the Project Sponsor submitted an Application to Amend the Findings Statement in February of 2014 to expand the range of uses within Site B of the project site to specifically allow for multi-family housing in addition to the previously approved office/retail development.

Based on input received during the review of the Application to Amend the Findings Statement to allow for multi-family housing on Site B, the Project Sponsor submitted an Amended Application to Amend the Findings Statement and Audubon Development Plan on August 17, 2015 for the purpose of modifying the Application filed on February18, 2014. The Amended Application proposed to modify the permitted use of the eastern portion of Site B, comprised of approximately 26 acres. Pursuant to the updated Application, the western

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portion of Site B comprised of approximately 20 acres would have remained designated for commercial office and retail development per the Finding Statement issued by the Town Board on December 17, 2007.

Subsequent to the issuance of an Amended Findings Statement by the Town Board on December 7, 2015, the Project Sponsor sought the required approvals and permits for the development of Sites C and D of the Project Site as a 133 lot residential subdivision that includes a roadway connection to Campbell Boulevard on 520 Campbell Boulevard. The Planning Board thoroughly considered the potential adverse environmental impacts associated with the subdivision and issued a negative declaration pursuant to SEQR on September 14, 2017 based on its determination that the 133 lot residential subdivision on Sites C and D would not result in any potentially significant adverse environmental impacts. On September 14, 2017, the Planning Board granted Site Plan Approval for the subdivision, and on June 21, 2018 granted Final Plat Approval for the subdivision. A map cover for the approved 133 residential subdivision was filed with the Erie County Clerk's Office on July 24, 2018, and construction activities in furtherance of the construction of the subdivision began in the fall of 2018.

Following the issuance of the Amended Findings Statement by the Town Board on December 7, 2015, the Project Sponsor sought and obtained extensions of the expiration dates of the wetland permits previously issued by the New York State Department of Environmental Conservation and the United States Army Corps of Engineers.

In an effort to allow student housing to be developed on Site B while maintaining the intent of the New Community District zoning, the Project Sponsor submitted an Application to Amend the Findings Statement on April 15, 2019. The Project Sponsor sought an Amendment of the Findings Statement to expand the range of uses within Site B of the project site to specifically allow for student housing in addition to the previously approved multifamily housing on the western 20± acres of Site B and the previously approved office/retail development on the eastern portion of Site B.

In an effort to allow a mixed-use project to be developed on Site A while maintaining the intent of the New Community District zoning, the Project Sponsor submitted an Application to Amend the Findings Statement and the adopted Comprehensive Plan on June 24, 2020. The Project Sponsor sought an Amendment of the Findings Statement to modify the land use category within Site A of the project site to replace the previously proposed 237,000 sq. ft. maximum Flex office/R&D use with a mixed-use development including 2 four-story mixed-use buildings along the Dodge Road frontage of Site A, 45 two-family townhomes and 2 six-unit single-story multifamily buildings. The Project Sponsor sought to amend the Comprehensive Plan to designate Site A as appropriate for Mixed Residential use. In connection with the proposed mixed-

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use development of Site A, the Project Sponsor proposed to reduce previously approved impacts to the federal wetlands subject to the jurisdiction of the United States Army Corps of Engineers ("USACE") and also to the NYSDEC Freshwater Wetland and its regulated 100 ft. Adjacent Area.

On August 20, 2020, the Planning Board held public hearings in connection with its review of the Application to Amend the Findings Statement and the Comprehensive Plan as filed by the Project Sponsor on June 24, 2020. The Planning Board adopted resolutions during its meeting on August 20, 2020 by unanimous votes recommending that the Town Board issue the Amended Findings Statement and amend the Comprehensive Plan to designate Site A as appropriate for Mixed Residential use.

On October 6, 2020, the Town Board held public hearings in connection with its review of the Application to Amend the Findings Statement and the Comprehensive Plan as filed by the Project Sponsor on June 24, 2020. On October 19, 2020, the Town Board adopted Resolution 2020-791 for the purpose of issuing an Amended Findings Statement to allow Site A of the Muir Woods Property to be developed as a mixed-use residential/commercial project instead of the previously proposed flex office/R&D buildings. Resolution 2020-791 as adopted by the Town Board on October 6, 2020 also authorized the acquisition of approximately 43 acres of Permanent Open Space via a donation by the property owner consisting of property to the west of Site B including the eastern portion of Site A consisting of approximately 9.81 acres of wetlands subject to the jurisdiction of both the NYSDEC and USACE. During its meeting on October 19, 2020, the Town Board also adopted Resolution 2020-792 for the purpose of approving an amendment to the Comprehensive Plan to designate Site A as appropriate for a mixed-use residential/commercial use instead of the previously proposed flex office/R&D buildings

On December 24, 2020, the New York State Department of Environmental Conservation ("NYSDEC") issued an Amended Wetland Permit [Permit No. 9-1422-00398/0001] authorizing the impacts to NYSDEC Freshwater Wetlands and the associated regulated 100 ft. Adjacent Area in order to accommodate the mixed-use development of Site "A". The Amended Wetland Permit reduced the impacts to jurisdictional freshwater wetlands associated with the development of Site A from 9.46 acres to 1.2 acres and reduced the impacts with the development of Site A to the regulated 100 ft. wide adjacent area from 4.2 acres to 3.65 acres.

As a result of the Amended Wetland Permit issued by the NYSDEC on December 24, 2020, the development of the Muir Woods Property will result in permanent impacts to approximately 2.39 acres of State regulated wetlands (TE-22, TE-23 and TE-34), and 11.38 acres of State regulated 100 foot wide wetland adjacent area. As mitigation for those impacts the Project Sponsor is required to create 19.58 acres of in-kind and out-of-kind wetlands on the overall Muir Woods

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Property, in six areas, to replace the functions and benefits of the impacted wetlands. Additionally, there will be 4.3 acres of stream channel enhancement on-site as mitigation for State wetland regulated adjacent area impacts.

On February 25, 2021, the United States Army Corps of Engineers ("USACE") issued an Amended Wetland Permit [LRB-2001-00067] authorizing impacts to 6.09 acres of federal wetlands, which was a reduction of 6.92 acres of previously authorized impact of 13.01 acre to federal wetlands, in order to accommodate the mixed-use project on Site A.

On July 7, 2021, Sawyers Landing LLC filed an Application to Amend the Findings Statement to accommodate an increase of the allowable density of the residential component of the mixed-use project on Site A from 202 units to 258 units.

7. A Supplemental GEIS, an option that the SEQR regulations leaves to the discretion of the Lead Agency, was not required for this project due to the Town Board's decision that the reduction in the project described in #6, above did not meet the criteria set forth in 6NYCRR Part 617.9(a)(7). Although the changes proposed by the Project Sponsor reduced the development significantly, it was not determined that the amended project would encroach on any land not initially identified in the scope of the original development proposal. The project changes also did not result in newly discovered information, and would not result in any significant environmental impacts not addressed or inadequately addressed in the DGEIS.

8. Traffic and Transportation (FGEIS Section 2.1)

Site specific requirements shall be established by the Town, County and State, as appropriate, as development applications are reviewed. The developer shall be responsible for any traffic mitigation required for development of the project site.

The potential traffic impacts associated with the original project proposal were clearly analyzed and identified within the Traffic Impact Study prepared by Stantec Consulting Services, Inc. dated March 2003 and updated August of 2005 in association with the acceptance of the FGEIS.

The Amended Findings Statement issued by the Town Board on August 5, 2019 included the consideration of adding student housing to the authorized uses of Site B pursuant to the Amended Findings Statement issued by the Town Board on December 17, 2007. The Project Sponsor submitted a Traffic Impact Study for the purpose of evaluating the potential traffic impacts of the development of Site B as a maximum of 515 student housing units. It was determined that the potential traffic impacts associated with student housing on Site B will be less than the potential traffic impacts of the development of Site B in its entirety as a

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

maximum of 464,850 sq. ft. of commercial office and retail development pursuant to the Findings Statement issued by the Town Board on December 17, 2007.

The Town Board, as Lead Agency, requires that the Project Sponsor comply with the following mitigation measures during the development of the project site:

A. Provision for Future Extension of John James Audubon Parkway to North French Road

The extension of John James Audubon Parkway through the project site and connecting to North French Road was proposed in the initial Concept Plan submitted for the Muir Woods project in 2002. This proposal was also incorporated into the DGEIS submitted to the Town in 2004. The connection was removed from the Concept Plan in response to the requirement from the NYS Department of Environmental Conservation to further reduce impacts to State and federal wetlands. The Town of Amherst may in the future be interested in the possibility of a future northerly extension of John James Audubon Parkway to North French Road while acknowledging such possible future extension would require approvals from both the NYS Department of Environmental Conservation and the United States Army Corps of Engineers.

The rationale for the road connection was found in several planning documents, both historical and recent:

- The Amherst Community Development Plan adopted by the Planning Board in 1975 includes the extension of the then-planned Lockport Expressway through the subject site as a future Minor Arterial road.
- A report prepared by NYSDOT in 1976 anticipated the extension of the John James Audubon Parkway and forecast its use by 1,950 vehicles per hour.
- The Amherst Bicentennial Comprehensive Plan, accepted by the Town Board in February 2004 and adopted by the Town Board in January 2007, identifies the "Audubon Parkway Extension" in the map showing the Future Thoroughfare System.

The 30+ years of anticipating this roadway connection point to its significance in meeting the transportation goal of improving circulation within the Town and the role this connection would play in overall Town development. Given its importance, the Town Board is requiring that the future location of this connector be shown on site plans submitted for review, and that sufficient land be reserved by the Project Sponsor for the eventual connection to be constructed. The road construction and alignment will be subject to approval by the NYSDEC and the U.S. Army Corps of Engineers, as applicable.

B. Residential Connection to Lynette Lane

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

The residential component of the proposed Muir Woods development to occur on Sites C & D may have a direct road connection to Lynette Lane. There will be no direct roadway connection to Nancy Lane. Non-residential traffic will be discouraged from using Lynette Lane through the implementation of various traffic calming measures to be proposed during the site plan review process for the development of Sites C & D, subject to review of such traffic calming measures by the Town Traffic-Safety Board and Fire Chief's Association. These measures include:

1. The lack of direct sight lines for motorists to discourage non-residential traffic from utilizing Lynette Lane to access North French Road;

2. Curvilinear road design; and

3. Installation of signage posting the road for "resident and emergency traffic only" or other such measure to prohibit non-residential traffic from travelling on Lynette Lane and the proposed public roadways within the existing residential subdivision;

If a problem is determined to exist based on the Phase 2 traffic study, further measures to discourage traffic of prohibit cut-through traffic will be considered.

C. No Internal Roadway Connection to Dodge Road

The internal connector road within the Muir Woods development is not proposed to have a westerly connection to Dodge Road; the only direct vehicular connection to Dodge Road will be from the portion of the project located in the western portion of the project site (Site A). If warranted at some future time by a traffic analysis, a connection to Dodge Road may be made from the internal connector road if required permits for such a roadway connection can be obtained from the NYSDEC and the US Army Corps of Engineers.

D. Updated Traffic Impact Study

The Traffic Impact Study will be updated when any of three established thresholds are met:

1. Completion of Phase I development, defined as full build-out of Site B, or

2. prior to approval of any site plan in Site C or Site D or any direct or indirect connection to any of the Sites with Lynette Lane, or

3. when the number of combined vehicular trips entering and exiting the site during the AM weekday peak travel hour reaches 858 trips, or

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

4. when the number of combined vehicular trips entering and exiting the site during the PM weekday peak travel hour reaches 774 trips.

If actual conditions exceed projections, this will be reflected in the updated TIS to be prepared by the Project Sponsor, and the Project Sponsor may be required to implement traffic related mitigation measure sooner than expected.

Any mitigation measures, including off-site mitigation measures that are required as a result of the updated TIS, shall be the sole obligation of the Project Sponsor, if approved. Any off-site improvements, including the acquisition of private property required to make those improvements, shall be conditions of any site plan approval and treated as Public Improvement Permits (PIPs) for the purpose of final permitting. At no time shall the Town be required to make any off-site improvements or acquire private property, either by purchase or through its eminent domain powers, to mitigate the impact of this development project.

E. Alternate Access to Campbell Boulevard

During the original environmental review of the proposed project which concluded with the Town Board's issuance of a Findings Statement on December 17, 2007, the Project Sponsor attempted to seek a vehicular connection from the site to Campbell Boulevard through property located at 520 Campbell Boulevard which is owned by the Williamsville Central School District. The Town also participated in efforts to obtain access to Campbell Boulevard via this property. These attempts were not successful.

The Project Sponsor eventually was successful in acquiring 520 Campbell Boulevard from the Williamsville Central School District on December 5, 2017 and the approved 133 residential subdivision on Sites C and D includes a public roadway connection on 520 Campbell Boulevard to Campbell Boulevard.

F. Construction Vehicles

As part of the public comment period for the project, concerns were raised regarding the use of construction vehicles on existing residential streets in the adjacent Franklin Heights Subdivision to access the project site during project construction. In order to avoid the adverse environmental impacts associated with construction vehicles, existing residential streets shall not be utilized by construction vehicles to access the project site. The infrastructure to be constructed for the project shall be appropriately sequenced so that construction vehicles can access the site via the northerly extension of John James Audubon Parkway and Doge Road only.

Any future builder, owner or developer who purchases lots for development within Site C & D shall be prohibited from using Lynette Lane as a means of

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

access for construction vehicles. A deed restriction incorporating this restriction shall be a prerequisite of the sale of any lots within Sites C and D. and the Town shall be provided with a copy of the recorded deed restriction, which shall not be recorded at the Erie County Clerk's Office until the content and form of the deed restriction has been reviewed and approved by the Building Department and Town Attorney's Office.

On June 21, 2018, a Declaration of Restrictions was recorded at the Erie County Clerk's Office (Liber 11330 of Deeds at Page 8243) for the purpose of complying with the relevant portion of the Amended Findings Statement prohibiting construction vehicles from utilizing Lynette Lane for access by construction vehicles.

G. Break in Access for Connection to Lockport Expressway (I-990)

The proposed northerly extension of John James Audubon Parkway as a Town roadway to provide access to the project site requires a break in access to the Lockport Expressway (I-990). The NYSDOT has been aware of this requirement since the initial petition by the Project Sponsor in 2002. Prior to the granting of the break in access, several conditions must be met, including completion of any required environmental compliance. Once completed and inspected, the Project Sponsor will be required to dedicate the northern extension of John James Audubon Parkway to the Town for permanent use as a public roadway to be dedicated to the Town of Amherst.

On May 20, 2019, the Town Board adopted a resolution stating the Town will serve as the applicant for the required Break-in-Access for the proposed northerly extension of John James Audubon Parkway as a public roadway to be dedicated to the Town of Amherst.

The Town filed an Application for Break-in-Access with the New York State Department of Transportation on August 21, 2019. The NYSDOT has not yet issued a decision on the pending request for Break-in-Access approval.

The Break-in-Access for the proposed northerly extension of John James Audubon Parkway as a public roadway to be dedicated to the Town of Amherst will result in numerous public benefits including, but not limited to, accommodating the potential future extension of the NFTA light rail and a terminus for such light rail on Site B, publicly accessible parking for a recreational trail that will cross the overall Muir Woods Project Site and connect to the Town's recreational trail (extending from Niagara Falls Boulevard to the trailhead near the intersection of North Forest Road and Maple Road), and a potential future extension of John James Audubon Parkway as a public roadway connecting to North French Road.

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H. Traffic Mitigation Measures

Dodge Road / Project Site Roadway

Phase I development:

- Installation of a stop sign to the southbound (site driveway) approach
- Construction of one shared left-right turn lane for southbound site driveway approach

Full development:

- No additional improvements

John James Audubon Parkway / I-990 Ramps

Phase I development:
Upon the completion of Phase I development, (Phase I development defined in Section 8, Part D.1. of this Amended Findings Statement) the Project Sponsor shall be required to provide a current trip count Report for both the a.m. and p.m. peak travel hours. Subject to the findings of a warrant analysis prepared in accordance with appropriate traffic engineering standards as determined by the updated trip count Report and based on an analysis of the potential impacts upon existing Levels of Service at this intersection, the Project Sponsor may be required to work with the New York State Department of Transportation to provide the following mitigation measures:

- Installation of traffic signals, each with their own controller, at both the northbound and southbound I-990 to John James Audubon Parkway
- Installation of a wire connection between these two new signals and the existing traffic signal at John James Audubon Parkway and Dodge Road in order to coordinate all three traffic signals
- Widening of both the northbound and southbound I-990 off-ramps to provide one additional turning lane on each ramp approach to John James Audubon Parkway

Full development: If any of the thresholds identified in 'D' above are met, the following improvements will be evaluated and may be required:

- installation of a third lane to the northbound off-ramp in order to provide two left turn lanes and one right turn lane
- add a free-flow southbound right turn lane at the southbound ramp, including a second receiving lane on the ramp to merge to one lane prior to the I-990 mainline

Dodge Road / John James Audubon Parkway

Phase I development:

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- Traffic signal timings will need to be adjusted periodically over time as warranted by changing travel patterns

Full development:

- Construction of a westbound right turn lane. It is anticipated that this improvement will be required when approximately 75% of the development is complete or when the number of westbound right turning vehicles from Dodge Road exceeds 300 vehicles per hour during the morning peak travel period.

North French Road / Sweet Home Road

Phase I development:

- Adjustments to traffic signal timing as travel patterns warrant modification

Full Development:

- Construction of an eastbound right turn lane. Traffic volumes turning right at this location currently exceed guidelines recommended in the Highway Capacity Manual for consideration of installing a separate right turn lane. While construction of this lane is currently warranted to address current existing traffic operations in the area, it will not be needed as a result of traffic to be generated by the proposed development of the project site until approximately 90% of the proposed development has been completed, since new traffic projected to be generated by the project will only add a few additional vehicular trips to this traffic movement.
- Modify signal timings during both the morning and evening peak hours, as necessary. Recent improvements to this intersection to provide protected phasing for the left turns will reduce the number of left turn accidents at this location. Additionally, future planned improvements to be implemented by Erie County will assist in further reductions in the number of accidents at this intersection.

North French Road / Campbell Boulevard

Phase I development

- Adjustments to traffic signal timing as travel patterns warrant modification

Full development:

- Add protected/permitted phasing for eastbound, northbound and southbound left turns when the traffic signal is upgraded in association with the improvement identified above.

North French Road / I-990 Ramps
Dodge Road / Sweet Home Road
Dodge Road / Campbell Boulevard

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

be 4.3 acres of stream channel enhancement on-site (totaling approximately 2,630 linear feet).

- The development of the eastern portion of Site B for residential purposes, shall not include any owner occupied housing units within the State regulated wetland or the 100 ft. regulated Adjacent Area that do not involve oversight by either a homeowners or condominium association to ensure there will not be any impacts into the 100 ft. regulated wetland Adjacent Area that is to be preserved on Site B.

Federal Wetlands:
As stated in its letter dated August 27, 2007, the United States Army Corps of Engineers (USACE) has field verified that the federal wetland boundaries located on the Muir Woods project site as shown on the wetland delineation map prepared by Greenman-Pedersen, Inc. dated May 2007 are accurate. The wetland areas were delineated by Earth Dimensions, Inc. and summarized in a final wetland delineation report dated May 16, 2007.

The Project Sponsor provided a complete Joint Application For Permit for wetland impacts associated with the project to the USACE and NYSDEC as of June, 2009. After thoroughly reviewing the complete application and associated wetland impacts, the USACE issued a Validated Department of the Army Permit for wetland impacts associated with the project as of May, 2012. Additionally, having thoroughly reviewed the complete application and associated wetland impacts, the NYSDEC officially issued a Freshwater Wetland Permit and Water Quality Certification for wetland impacts associated with the project as of November, 2009.

On May 14, 2012, the United States Army Corps of Engineers ("USACE") issued Department of Army Permit No. 2001-00067. The permit issued by the USACE permitted to impact 17.83 acres of Federal wetland, and 1.29 acres (approximately 5227 linear feet) of jurisdictional tributaries for the construction of Muir Woods project. On May 6, 2016, the USACE extended the permit expiration dated from May 14, 2012 to November 30, 2019. The USACE issued a modification of Permit No. 2001-00067 on June 20, 2018 in connection with the development of Sites "C" and "D" as a residential subdivision. On January16, 2019, the USACE extended the expiration date of Department of Army Permit No. 2001-00067 to November 30, 2024.

On February 25, 2021, the United States Army Corps of Engineers ("USACE") issued an Amended Wetland Permit [LRB-2001-00067] authorizing impacts to 6.089 acres of federal wetlands, which was a reduction of 6.921 acres of previously authorized impact of 13.01 acre to federal wetlands, in order to accommodate the mixed-use project on Site A.

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10. Wildlife / Biological Resources (FGEIS Section 2.3)

The NYSDEC's Natural Heritage Program has reported no record of known occurrences of rare or state-listed animals or plants, significant natural communities, or other significant habitats, on or in the immediate vicinity of the project site. The Project Sponsor will be required to implement the following mitigation measures in order to minimize impacts to wildlife resources to the maximum extent practicable:

- A comprehensive erosion control plan will be developed and implemented to protect vegetation and water quality.
- Off-limit areas, including wetlands, will be delineated prior to construction to avoid or minimize impacts to vegetation. The construction workforce will be educated as to respecting and adhering to physical boundaries of off-limit areas.
- Best Management Practices will be followed during construction.
- The establishment of invasive vegetative species will be deterred through manual extraction and rapid establishment of desirable vegetation. Exposed and disturbed soils will be seeded, planted and mulched to prevent the colonization of invasive species. Volume 8 of the Appendix of the FGEIS at Exhibit F (*SJWPA Appendix* M) contains a discussion of the proposed on-site wetland mitigation including the protection of habitat areas.
- Waterfowl activity will be deterred in the off-site wetland mitigation area located in the Town of Newstead through the use of mylar tape, snow fencing, 4-7 ft. tree plantings and the seeding of upland grassland areas with a cool season grass.
- The proposed on-site wetland mitigation system will be designed to provide seasonal aquatic habitat for fish, waterfowl and amphibians; habitat for multiple covertypes of wetland plant species; and passerine bird nesting, feeding and resting habitat.
- The project site historically has had an elevated number of deer-vehicle accidents on the roads surrounding the parcel. This parcel is a portion of a much larger habitat area which also includes Nature View Park to the north and is not a "closed" habitat area. The Planning Department, in conjunction with the Police Department, will continue to monitor the deer population throughout the Town and implement approved methods of reducing deer/vehicle accidents in accordance with the Deer-Vehicle Accident Management Plan.

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11. Drainage and Flooding (FGEIS Section 2.4)

The following measures shall be implemented by the Project Sponsor to mitigate drainage and flooding impacts to the maximum extent practicable:

A. The Town Highway Department shall have access to all Town ditches that are on the subject property including Town ditches 4, 4A, 4B and 4C. The Project Sponsor will be required to grant public easements to the Town to these ditches to ensure their proper maintenance. No aspect of the Muir Woods development will inhibit access to Town ditches or create undue burden to the Town for restoration of easement property used to access Town ditches. On June 28, 2018, the Project Sponsor recorded a Permanent Access and Drainage Easement at the Erie County Clerk's Office (Liber 11331 of Deeds at Page 1521) for the purpose of granting the Town an easement to access town ditches and stormwater management facilities on the Project Site including the existing lake.

B. The project site and the surrounding vicinity are known as locations for high amounts of beaver and mosquito activity. Access to the Town Highway Department for control of this activity in Town ditches or other areas of the development shall be provided.

C. The Project Sponsor shall be responsible for cleaning and debrushing of all Town ditches located on the project site during the initial construction phases of the project. The Project Sponsor will also be responsible for long-term maintenance of stream/drainage features and detention/stormwater basins; for maintenance of on-site wetland mitigation areas during the monitoring period; and for the construction of all drainage improvements required for development of the project site.

D. The Project Sponsor shall be required to construct any ponds and sand filters required stormwater quality treatment. All ponds and sand filters to be constructed on the project site will be privately owned and maintained, with public drainage easement to be granted by the Project Sponsor to allow Town to properly maintain the inlet and outlet pipes of any wet ponds.

E. All stormwater runoff will be treated to standards approved by the Town Engineering Department prior to discharging into the existing lake on the project site or Town ditches. No additional detention is being proposed for the Muir Woods development for stormwater quantity control.

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F. All buildings in the west portion of the Muir Woods site located within the Ellicott Creek flood plain will be at a minimum elevation of 576.0 feet, or one foot above the base flood elevation as determined by the Town Building Commissioner.

As development is proposed, specific drainage plans will be reviewed and approved by the Town Highway and Engineering Departments and the NYS Department of Environmental Conservation/US Army Corps of Engineers during site plan review, to ensure there is no adverse impact to the Ellicott Creek Flood Control system.

G. Upon development, the existing 32± acre lake in the southeast portion of the project site will be maintained with a normal lake level of 569.55 feet. The existing 42-inch CMP outlet at the west end of the lake will remain as it is. All stormwater from the east side of the development around the lake will pass through a stormwater quality treatment facility consistent with the NYS Stormwater Management Design Manual and Phase II Stormwater SPDES requirements prior to entering the lake. This system currently designed as sand filters may evolve into wet ponds, bio-retention filters, and/or other acceptable practices under the Design Manual and SPDES requirements.

H. Backyard runoff from proposed residential units will be separated from wetland mitigation areas and wetlands either by a ditch or rear yard drains to preclude pollution of those areas by lawn chemicals, per NYSDEC letter dated October 26, 2007.

I. A detailed Stormwater Pollution Prevention Plan (SWPPP), including a Sediment and Erosion Control Plan, for the various phases of the project including any related on-site drainage areas shall be submitted as specific site plans are submitted for review. The Stormwater Pollution Prevention Plan for each phase of the project will need to be reviewed and approved by the Town's Engineering Department.

J. The Project Sponsor shall be required to comply with the findings and recommendations of the Preliminary Drainage report prepared by Greenman-Pedersen, Inc. in August 2007 and any updated reports during the course of development.

K. The Project Sponsor will provide backyard drainage for the existing homes that are directly adjacent to the portions of the project site that will be developed for residential use. This requirement pertains to Sites and D. Additional drainage improvements for the areas along the rear yards of the homeowners on Nancy Lane will also be installed by the Project Sponsor. The drainage pipe to be installed in the rear yards of the new residential

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units that will be integrated with the new drainage swale behind the residents of Nancy Lane will be a minimum diameter of 12 inches.

12. Character and Quality of Life Issues (FGEIS Section 2.5)

A. Setbacks

On those portions of the project site where commercial or student housing development will be directly adjacent to existing residential areas (i.e. Bucyrus Heights), setbacks will retain existing vegetation to a depth that provides an adequate buffer. The following minimum setbacks will be required:

- The planting of additional trees and shrubs by the Project Sponsor within the minimum setback area may be required to supplement the existing vegetation in order to provide adequate buffers.

- A combination of earthen berms and new vegetation will be required in those portions of the minimum setback area where there is not sufficient existing vegetation to provide an adequate buffer. The minimum height at the top of berms shall be three feet, and the maximum slope shall be 1 on 3 (33%) to promote the growth and long-term viability of trees and shrubs planted on the berms. Berms should have a natural appearance by varying their width and height.

- Site A (western portion of the project site) – This portion of the project site will be utilized for mixed-use; a portion of Site A is located directly south of the Bucyrus Heights subdivision.

  - 25 ft. minimum building setback from residential lot line for single-story residential buildings.

  - 90 ft. minimum building setback from residential lot line for attached and detached two-family townhome style units.

  - 250 ft. minimum building setback from residential lot line for four-story mixed use buildings.

  - 250 ft. minimum building setback from residential lot line for four-story multifamily building.

  - 60 ft. parking setback from residential lot line

- Site B (center portion of site) – This portion of the project site will be developed around the extended John James Audubon Parkway as a

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public roadway to be dedicated to the Town of Amherst. Site B will be developed as student housing or for the land uses permitted pursuant to the Amended Findings Statement issued by the Town Board on December 17, 2015. The following setback standards apply to the development of Site B:

- 60 ft. building setback from residential lot line. If the height of any proposed buildings exceeds 50 feet, the required minimum building setback shall be equal to the height of the proposed building.

- 90 ft. parking setback to residential lot line

B. Building Height

The following maximum building heights will be observed for the proposed development:

- Site A (western portion of the project site) – This portion of the project site will be the location of mixed-use and residential buildings and a portion of Site A is located directly south of the Bucyrus Heights subdivision.

  - Maximum building height for mixed-use and multifamily buildings shall be four-stories and 55 ft. as measured from the finished grade to the top of any parapet (excluding any rooftop mechanical equipment). All mechanical equipment shall be properly screened in accordance with the standards contained in the Zoning Code adopted by the Town Board in May of 2006.

  - Maximum height of any residential buildings within 90 ft. of a residential lot shall be 25 ft.

- Site B (center portion of the project site) – This site will be developed around the extended John James Audubon Parkway as a public roadway to be dedicated to the Town of Amherst. Site B will be developed as student housing or Site B will be developed as permitted to the Amended Findings Statement issued by the Town Board on December 17, 2015.

  - There will not be a maximum height for buildings to be constructed on Site B. All buildings will be required to comply with a minimum required setback that shall be the greater of 50 feet or the height of the proposed building at the point of its maximum height (including rooftop mechanicals, etc.)

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

13. Soil Stability and Foundation Issues (FGEIS Section 2.6)

The Geotechnical Engineering Report prepared by McMahon & Mann Consulting Engineers, P.C. dated June 2005 includes findings and foundation considerations for future construction of the various components of the project. The report is included in Volume 6, Appendix I of the FGEIS.

The Town shall not grant site plan, subdivision or Public Improvement Permit (PIP) approval for construction of any component of the project (buildings, parking areas or infrastructure) unless the identified limitations as discussed in the McMahon & Mann report are adequately accounted for. The applicant shall be required to provide documentation of site-specific soil characteristics and comply with all relevant Town building codes regarding soil conditions.

Additional mitigation measures to be undertaken by the Project Sponsor, subject to determination by the Building Department, may include:

- Perform individual soil borings for each proposed structure to accurately determine the specific geotechnical design perimeters.
- Take measures to control the moisture content of the soils outside the structure. These may include installation of an irrigation system that would maintain near-saturated conditions in the soil around the structure during dry summer months, and/or installation of an exterior vapor barrier that extends out away from the structure around the perimeter.
- Monitoring of soil moisture with supplemental foundation watering during dry months.
- Use of a lower allowable bearing pressure for design of the spread footings.
- Placement of a minimum of two continuous #5 horizontal longitudinal reinforcing bars in each of the following locations: in the footing, at the base of the foundation wall, and at the top of the foundation wall.
- Use of an isolation joint between the basement floor slab and the foundation wall.
- Installation of a quality vapor barrier under the basement floor slab.
- Installation of a foundation drain system designed so that the floor elevation of the sump is above the elevation of the bottom of the footing.

14. Economic Impacts (FGEIS Section 2.7)

All infrastructure required to support the development of the project site will be installed at the Project Sponsor's expense. Town-wide or localized special assessment districts (sewer, water, highway, etc.) are established so operating cost can be spread over many taxpayers who use specific services.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

According to the "Cost of Servicing/Revenues Generated Land Use Study" in December 2006 commissioned by the Amherst Industrial Development Agency, for every $1.00 attributed to residential use, $1.11 is expended in providing government services, while just $0.48 is expended for commercial use and $0.60 is expended for open land. As a predominantly commercial oriented mixed-use project, the estimated $3,500,000 in yearly tax revenue (2007 estimated) to the Town at full build out projected to be generated by the project is expected to cover the cost of any additional services including police and fire protection, snow plowing, maintenance of roads, water and sewer infrastructure, ditches, etc.

An economic real estate study for the proposed Muir Woods project was completed by Northeast Appraisers in March, 2002 which analyzed residential demand and property values. A subsequent Economic Analysis was completed by Real Property Services, LLC in July 2006, which is included in Appendix K, Volume 8 of the FGEIS. The conclusions of those reports are:

- There will be no negative impact on the marketability or values of nearby existing housing. The project may potentially have a positive impact on surrounding residential property values due to increased demand on desirability to live in close proximity to the development.

- The proposed project development will add over $70 million to the Town of Amherst tax base when completed, and generate over $3.4 million in tax revenue per year at stabilized 2008 levels.

- Over the first 10 years of development, the project is projected to generate over $21.4 million in tax revenue, as compared to total tax revenue of approximately $260,000 that would be generated if the project site remains as vacant land over the same period.

- It appears that both the Sweet Home and Williamsville School Districts will be impacted minimally with regards to expenditures on a per student basis. This takes into account that more than 50% of the residential development will consist of patio homes, which primarily cater to "empty nesters" and typically generate less students per household.

- The competitive advantages of the project site which are expected to support strong market absorption include its direct interchange access from the Lockport Expressway (I-990) and the high visibility of the site from expressway traffic.

15. Noise and Light Issues (FGEIS Section 2.9)

Noise – It is anticipated that the project site will be built-out in stages over many years and, as such, there is a need to impose mitigation measure for noise from

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

construction activities to minimize this identified adverse environmental impact to the maximum extent practicable. Both temporary and long terms noise impacts may result from the construction activities on the project site as well as from the proposed use of the project site.

Noise from construction-related activities, which will exceed local ambient levels for noise outside of structures, may cause some temporary annoyance to nearby residents. It is expected that this impact, caused by heavy equipment, construction vehicles and power tools, will continue throughout the duration of construction. In order to reduce this noise, the following measures will be undertaken by the Project Sponsor:

- Limit major construction activities to daytime hours
- Use of construction equipment with mufflers
- The preservation of existing vegetation to the greatest extent practicable will provide a noise barrier to existing residential areas.
- If blasting is required, the developer will follow all requirements of the Town Blasting Ordinance

Noise resulting from the occupation and usage of the buildings constructed on the project site can be expected to result in sound levels that are characteristic of suburban office and residential developments and should not be significant.

With the Lockport Expressway (I-990) forming the southern boundary of the project site, and its design as an elevated highway for a portion of this boundary, traffic is considered the largest source of existing noise. Levels from typical noise generators that may be expected to exist in the vicinity of the project site include:

Distant traffic (45 mph)	45 – 50 decibels
Passenger car pass-bys	70 decibels
Accelerating trucks	85 decibels
Distant aircraft noise	60 – 85 decibels

The Transportation Project Report for the Lockport Expressway evaluated the potential noise impacts of the entire I-990 project, including the interchange that will be improved in connection with the proposed project. A copy of the Noise & Air Pollution Study is found in Volume 6 of the Appendix of the DGEIS at Exhibit 30. In addition, there is not any development directly adjacent to the existing interchange that will be impacted by the proposed interchange improvements. To the south of the northbound off-ramp there are some residential units situated along Dodge Road. However, the planned improvements at the existing off-ramps will not result in a movement of traffic 50% or more closer to source receptors.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Light – To mitigate the light spillage from exterior lighting on adjacent residential properties, especially the Bucyrus Heights neighborhood, the following measures will be implemented:

- Appropriately located lighting, downward-directed lighting fixtures or hooded lighting will be used to prevent off-site light spillage on adjacent residential areas. The light fixtures and their placement will follow all Town of Amherst code requirements for usage and design. The Town Zoning Code requires a lighting plan to be submitted during the site plan review process, and the standards contained in the relevant section of the Zoning Code regulate lighting spillover from commercial locations onto adjacent residential land uses.

- Screening of proposed commercial buildings and parking lots will be provided through the creation of berms or landscaping elements on the periphery of developed areas (see Section 10A above).

16. Open Space and Recreation (FGEIS Section 2.10)

The proposed internal trail system shall be installed (Sites C & D) of the "The Preserve at Muir Woods" development, provided it does not impact regulated wetlands or is permitted by permits issued by the NYSDEC and/or USACE. Public access to a portion of the existing lake will be provided. The majority of State Wetlands TE-22, TE-33, and TE-34 will remain as Major Open Space (MOS). As a result of the modifications to the project, approximately 224± acres of the project site will be preserved as open space.

The proposed recreational trail connecting sites A, B, C, and D of the Muir Woods Development shall connect to the Town's existing trail system as shown in Figure 4 (Park, Open Space and Trail map) and Figure 2.1 (University Focal Planning Area Concept Plan) of the adopted Amherst Bicentennial Comprehensive Plan and shall be constructed by the Project Sponsor as part of the Muir Woods project. Each development site of the Muir Woods Development shall complete its portion of the trail system prior to the issuance of any certificate of occupancy by the Town of Amherst Building Department.

The Project Sponsor will work with the Town toward achieving the trail connections. An opportunity for a future multi-use trail connection northerly to Nature View Park shall be maintained in accordance with the Town Comprehensive Plan.

17. Other Issues (FGEIS Section 2.12)

A. Reclassification of Land

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

The entire project site is zoned New Community District (NCD), and no changes are proposed to remove the property from the NCD zoning district classification.

The original request by Ciminelli Development Company, Inc. in 2002 was to reclassify 326± acres of land from NCD-ND and NCD-MOS to NCD-GC, NCD-RI and NCD-MOS. This request was reviewed and commented on over a five year period. As a result of discussions with the NYS Department of Environmental Conservation during that time, the petitioner amended the original Muir Woods Concept Plan by reducing the overall development from 144 acres to 110 acres in order to minimize wetland impacts. In addition, the various components of the development were altered so that the proposed size of the commercial office/R&D space was reduced from 1.8 million sq. ft. to 700,000 sq. ft. The proposed "village center" originally envisioned was also eliminated. The result is a different land pattern from that initially proposed and one that is not consistent with the originally-requested reclassification districts.

The following additional steps shall be undertaken as part of the Findings for this project:

- The parcels to be reclassified to NCD-GC shall be deed restricted to prohibit the following uses:

    - Automobile sales and service facilities (except vehicles used primarily on the subject property)
    - veterinary clinics or kennels
    - gasoline service station will be prohibited around the existing lake

    On June 21, 2018, a Declaration of Restrictions was recorded at the Erie County Clerk's Office (Liber 11330 of Deeds at Page 8243) for the purpose of prohibiting the above described uses on the portion of the Project Site reclassified to NCD-GC.

- At the Town Board's direction, the Town shall initiate a reclassification of the remainder of wetland areas contained in the original project proposal as Major Open Space (MOS).

B. Land Use

The proposed development will follow the program summarized below as depicted in the original Findings Statement concept plan for the project dated September 2007, as depicted in the Concept Plan for Site B dated August 14, 2015, as the Concept Plan for Site B dated April 2,

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

2019showing a student housing project, or as the Concept Plan for Site A dated June 23, 2021 showing a mixed-use project:

Development Site	Land Use	Maximum Developed Area	Development Program
Site A	Mixed-Use	17.42 acres	Maximum of two mixed-use buildings with a maximum height of 60 ft. and maximum combined footprint of 50,000 sq. ft., one four-story multifamily building with a maximum height of 55 ft. (48 units), 49 two-family attached and detached townhomes (98 units) and 12 standalone apartments with attached garages and maximum height of 25 ft. The overall maximum allowed residential density on Site A is 258 units.
Site B (Option 1)	Class A Corporate office buildings	46 acres	Maximum of 464,850 sq. ft. of office/retail space
Site B (Option 2)	Residential/ Commercial	46 acres	Maximum of 192 residential units on the eastern portion of Site B (approximately 26 acres) and a maximum of 205,000 sq. ft. of office and commercial space on the western portion of Site B (approximately 20 acres)
Site B (Option 3)	Residential - Student housing	46 acres	Maximum of 515 student housing units
Sites C and D	Residential	37 acres	133 lot residential subdivision consisting of detached single-family homes on individual lots pursuant to the Map Cover filed at the Erie County Clerk's Office on July 24, 2018.

General components of the proposed development that will minimize adverse environmental impacts include:

- The maintenance of the remaining approximately 224± acres of the development site as permanent open space.
- Implementing a cluster pattern to maximize open space preservation.

C. Utility Infrastructure - In accordance with the October 17, 2007 letter received from the Erie County Department of Environment & Planning, all proposed sanitary sewer lines to be constructed to service both the residential and commercial portions of the project will be subject to review and approval by the Erie County Health Department. All systems installed or improved for the project will be undertaken by the Project Sponsor at its cost and will be required to meet all Town, County and State requirements.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

D. Archaeological/Cultural Resources – One prehistoric archaeological site was discovered on the project site, with a Stage 2 archaeological study determining that the identified prehistoric archaeological site did not meet the eligibility criteria for listing on the State or National Register of Historic Places. This finding was confirmed by the NYS Office of Parks, Recreation and Historic Preservation in its letter of October 10, 2001. No mitigation measures are needed for the subject development.

E. Air Quality – Potential impacts to air quality resulting from fugitive dust generated during construction activities will be minimized by the following measures:

- seeding and/or mulching exposed soils as soon as practicable and in accordance with the requirements and applicable regulations promulgated by the NYSDEC
- grading roadways and covering them with gravel during construction, periodically regarding, compacting and replacing gravel as necessary as determined by the Town
- wetting down temporary roads to be constructed on the project site during construction of the build-out of the project as needed throughout the duration of construction activities and as determined by the Town.

F. Condominium Designation - As originally proposed, the residential portion of the project was not to include the development of any units that will be filed as condominiums. The Project Sponsor previously offered to place a deed restriction to this affect as a condition of sale to any future builder, developer or owner of any lot on the subject site. On June 21, 2018, a Declaration of Restrictions was recorded at the Erie County Clerk's Office (Liber 11330 of Deeds at Page 8243) for the purpose of prohibiting the residential uses on the Project Site from utilizing the condominium form of ownership. The Project Sponsor is requesting that the Declaration of Restrictions be modified to allow the condominium form of ownership for the attached residential units to be developed on Site A.

18. Evaluation of Future Actions

In accordance with SEQR regulations, upon application to the Town for development of the project site that requires the submittal of an Environmental Assessment Form, the Town will be required to determine if the potential adverse environmental impacts associated with the development have been adequately identified and evaluated in the DGEIS, FGEIS, and this Amended Findings Statement, and whether the proposed development exceeds any of the thresholds and/or requirements contained in this

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Findings Statement. This determination must be made by the Town prior to the issuance of any discretionary land use approvals by the Town for the proposed development.

The following scenarios are put forth in Section 617.10(c) & (d) of the SEQR regulations:

A. If the Town determines that the proposed action is in conformance with the conditions and thresholds in the FGEIS or the Amended Findings Statement, then no further environmental review pursuant to SEQR will be required;

B. If the Town determines that the proposed action is adequately addressed in the FGEIS, but is not addressed or not adequately addressed in the Amended Findings Statement, then an amendment to this Amended Findings Statement must be prepared;

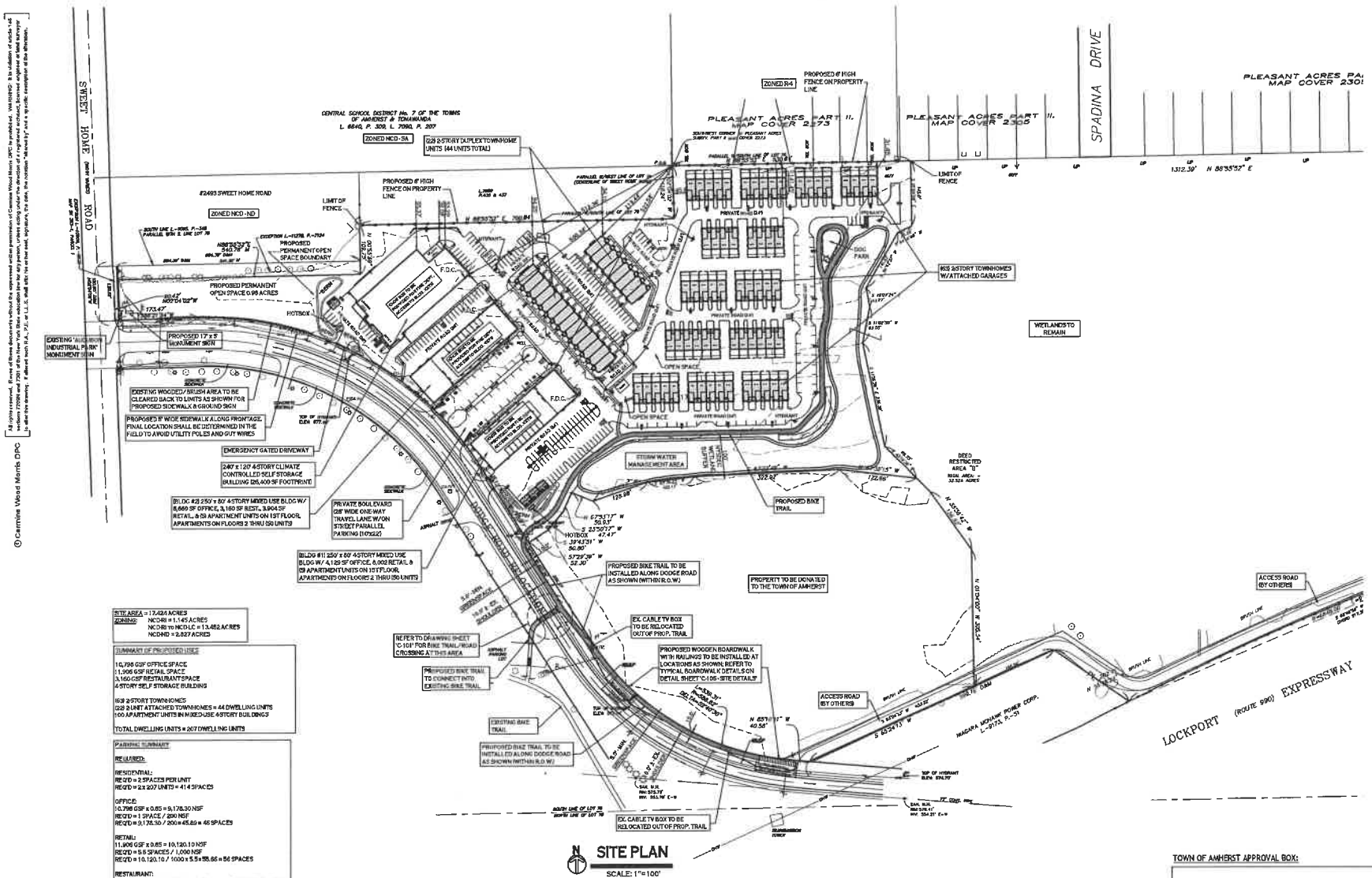
C. If the Town determines that the proposed action was not addressed, or was not adequately addressed, in the FGEIS, but it will not result in any significant environmental impacts, then a negative declaration must be prepared; or

D. If the Town determines that the proposed action was not addressed, or was not adequately addressed, in the FGEIS, and the action may have one or more significant adverse environmental impacts, than a supplement to the FGEIS must be prepared.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Exhibit 9 – Reduced Size Copy of Overall Site Plan [Drawing C–100 – Date: 06/20/24] prepared by Carmina Wood Design for the Mixed–Use Project at 50 Dodge Road [Note: Full–Size copy also attached]

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))



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REVISIONS:

No.	Description	Date
3	Rev. per Amherst T.S.R. 03/07/24 Comments	05/13/24
2	Rev. per ECDPW 03/28/24 Comments	04/02/24

PROJECT NAME:
Site Development plans for:
Sawyer's Landing
Portion of 1081 North French Road
Amherst, New York

Date: 2/22/24
Drawn by: C. Wood
Scale: As Noted

DRAWING NAME:
Overall Site Plan

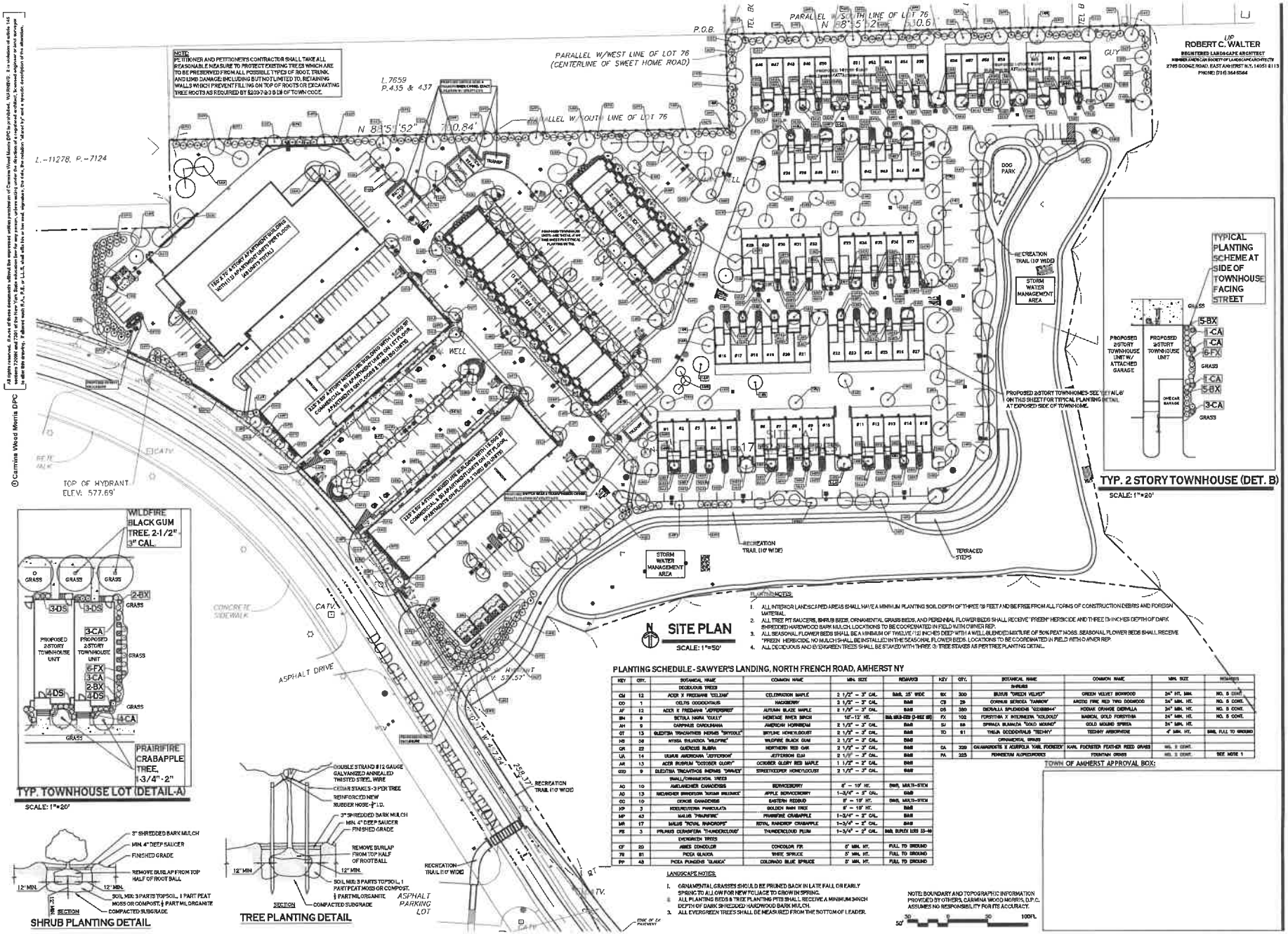
DRAWING NO.
C-100
Project no.: 21.0

Packet Pg. 165

7.1.a

Exhibit 9A – Reduced Size Copy of Site Plan [Drawing C–100 – Date: 06/20/24] prepared by Carmina Wood Design for the Mixed–Use Project at 50 Dodge Road [Note: Full–Size copy also attached]

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))



ROBERT C. WALTER
REGISTERED LANDSCAPE ARCHITECT
MEMBER AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS
2785 DODGE ROAD, EAST AMHERST N.Y. 14051-8113
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REVISIONS:

No.	Description	Date
1	Rev. per ECDPW 03/28/24 Comments	04/02/24
2	Rev. per Ryan Homes Comments	04/08/24

PROJECT NAME:
Site Development plans for:
Sawyer's Landing
Portion of 1081 North French Road
Amherst, New York

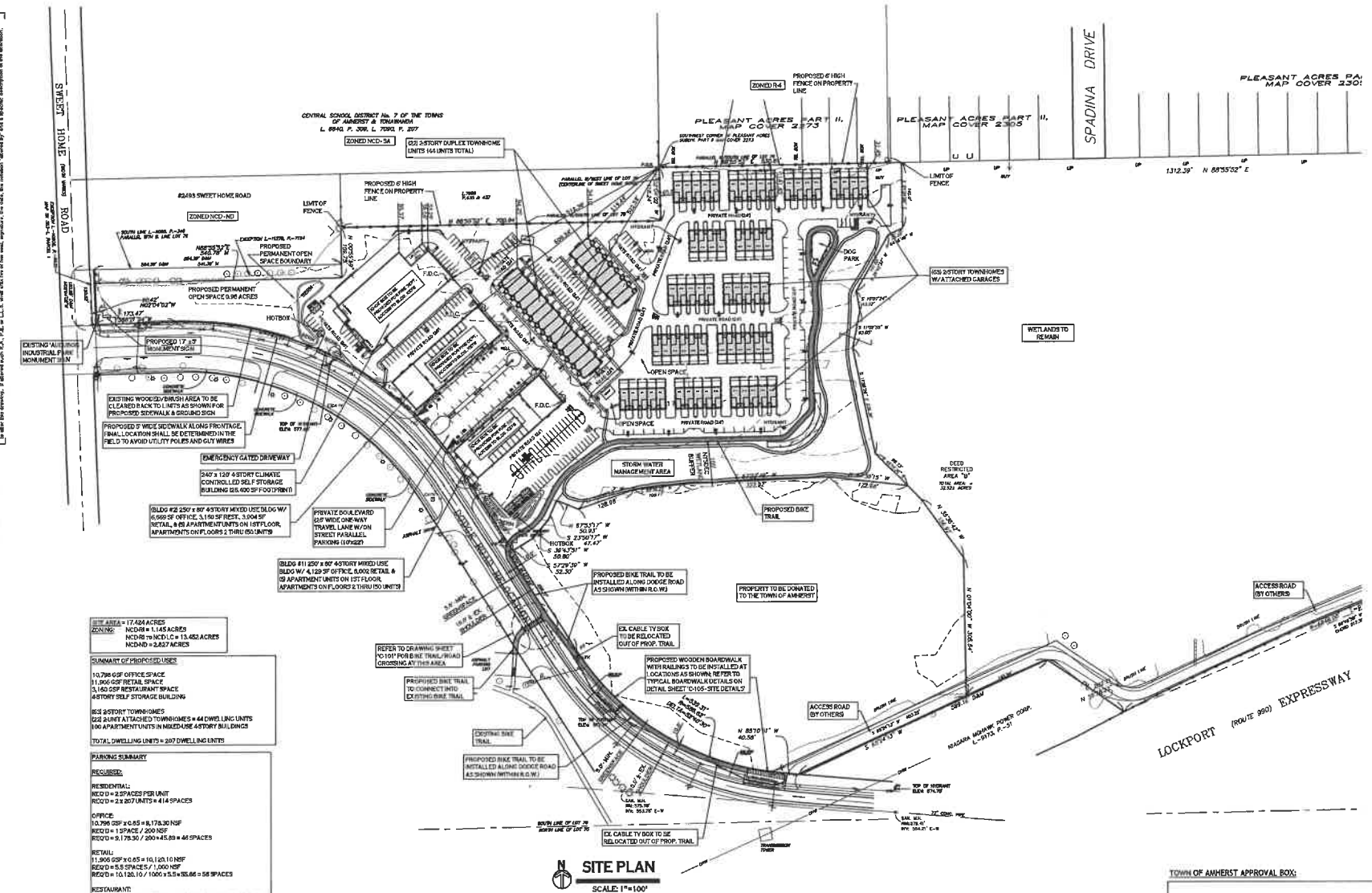
Date: 2/22/24
Drawn by: C. Wood
Scale: As Noted

DRAWING NAME:
Landscape Plan

DRAWING NO.
L-100
Project no.: 21.0

Exhibit 9B – Reduced–Size Copy of Landscape Plan [Drawing L–100 – Date: 06/20/24] prepared by Carmina Wood Design for the Mixed–Use Project at 50 Dodge Road [Note: Full–Size copy also attached]

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))



SITE AREA = 17.424 ACRES
ZONING: NCD-R = 1.145 ACRES
NCD-R to NCD-C = 13.452 ACRES
NCD-ND = 2.827 ACRES

SUMMARY OF PROPOSED USES

10,798 GSF OFFICE SPACE
11,906 GSF RETAIL SPACE
3,160 GSF RESTAURANT SPACE
4-STORY SELF STORAGE BUILDING

63 2-STORY TOWNHOMES
(22 3-UNIT ATTACHED TOWNHOMES = 44 DWELLING UNITS
100 APARTMENT UNITS IN MIXED-USE 4-STORY BUILDINGS

TOTAL DWELLING UNITS = 207 DWELLING UNITS

PARKING SUMMARY

REQUIRED:

RESIDENTIAL:
REQ'D = 2 SPACES PER UNIT
REQ'D = 2 x 207 UNITS = 414 SPACES

OFFICE:
10,798 GSF x 0.85 = 9,178.30 NSF
REQ'D = 1 SPACE / 200 NSF
REQ'D = 9,178.30 / 200 = 45.89 = 46 SPACES

RETAIL:
11,906 GSF x 0.85 = 10,120.10 NSF
REQ'D = 5.5 SPACES / 1,000 NSF
REQ'D = 10,120.10 / 1000 x 5.5 = 55.66 = 56 SPACES

RESTAURANT:
REQ'D = 1 SPACE / 3 SEATS + 1 SPACE / 100 SF TAKE OUT AREA
REQ'D = 109 SEAT / 3 + 800 SF / 100 = 36 SPACES

SELF STORAGE:
REQ'D = 1 SPACE / 3,000 AREA DEVOTED TO STORAGE
REQ'D = 28,400 SF x 4 / 3,000 SF = 22 SPACES

TOTAL REQ'D = 576 SPACES

PROVIDED:

84 PARALLEL PARKING SPACES
171 9'x19' SPACES
63 TOWNHOUSE GARAGE SPACES
63 SPACES IN FRONT OF TOWNHOUSE GARAGE SPACES
15 GARAGE SPACES IN 4-STORY BLDGS.
407 TOTAL SPACES

PERMANENT OPEN SPACE SUMMARY

TOTAL PROPOSED PERMANENT OPEN SPACE = 0.96 ACRES

WETLAND SUMMARY

FEDERAL IMPACTS PROPOSED = 6.088 AC
FEDERAL IMPACTS PREVIOUSLY PROPOSED = 13.01 AC
DECREASE = 6.921 AC (53% DECREASE)

NYSDEC IMPACTS PROPOSED = 1.20 AC
NYSDEC IMPACTS PREVIOUSLY PROPOSED = 9.46 AC
DECREASE = 8.26 AC (87% DECREASE)

NYSDEC BUFFER IMPACT PROPOSED = 3.65 AC
NYSDEC BUFFER IMPACTS PREVIOUSLY PROPOSED = 4.20 AC
DECREASE = 0.55 AC (13% DECREASE)

NOTE: NYSDEC IMPACTS INCLUDES FEDERAL WETLAND IMPACT OVERLAP AREAS

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD MORRIS, D.P.C. ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

100' 0 100 200'FL

TOWN OF AMHERST APPROVAL BOX:

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Buffalo, New York 14203
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F 716.842.0283

REVISIONS:
No. Description Date
Rev. per Amherst T.B.B. 03/07/24 Comments 03/13/24
Rev. per ECDPW 03/28/24 Comments 04/02/24

PROJECT NAME:
Site Development plans for:
Sawyer's Landing
Portion of 1081 North French Road
Amherst, New York

Date: 2/22/24
Drawn by: C. Wood
Scale: As Noted

DRAWING NAME:
Overall Site Plan

DRAWING NO.
C-100

Project no.: 21.0

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Exhibit 10 – Resolution 2021–818 as Adopted by the Town of Amherst Town Board on September 27, 2021 for the purpose of Issuing an Amended Findings Statement pursuant to the State Environmental Quality Review Act ("SEQRA") for Mixed–Use Development on Site "A" of Muir Woods Property

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

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

Francina J. Spoth
Town Clerk

Meeting: 10/19/20 07:00 PM
Department: Town Clerk
Initiated by: **Kathleen Cooper**
Co-Sponsored by:

DOC ID: 22383 **RESOLUTION 2020-791** **ROLL CALL VOTE (ADOPTED)**

Amendment to the SEQR Findings Statement for "Muir Woods - Site A" (1081 N. French Road)

Amendment to the SEQR Findings Statement for
"Muir Woods - Site A"
[1081 North French Road (NCD); Z-2002-09C]

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

RESOLVED, that pursuant to NYS Town Law Section 272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of August 20, 2020 to amend the "Development Program" within the SEQR Findings Statement approved by the Town Board on August 5, 2020 to permit "Site A" located at the western end of the overall Muir Woods site located at 1081 North French Road (NCD) to be developed as a mixed-use residential/commercial project instead of flex office/R&D buildings.

RESOLVED, that Ciminelli Muir Woods, LLC has offered to donate to the Town approximately 43 acres of Permanent Open Space located between Site "A" and Site "B" of the Overall Muir Wood Property as depicted on a plan prepared by Greenman-Pedersen Consulting Engineers Inc. dated October 13, 2020;

RESOLVED, the approximately 43 acres of Permanent Open Space includes a portion of the Muir Woods Project with frontage on Dodge Road and is also contiguous to the southern boundary of a portion of the Bucyrus Heights Subdivision and the approximately 43 acres of Permanent Open Space includes extensive existing vegetation and also includes wetlands subject to the jurisdiction of the United States Army Corps of Engineers ("USACE") and wetlands and regulated 100 ft. adjacent areas subject to the jurisdiction of the New York State Department of Environmental Conservation ("NYSDEC"); and

RESOLVED, the Town Board hereby finds as follows: i.) Acquisition of the approximately 43 acres of Permanent Open Space on the Muir Woods Project Site is consistent with the Conceptual Land Use Plan for the Town contained at Figure 6 of the adopted Bicentennial Comprehensive Plan that designates this acreage as "Recreation, Open Space & Gateways"; and, ii.) Acquisition of the approximately 43 acres of Permanent Open Space on the Muir Woods Project Site as described herein will result in benefits to the Town and its residents including homeowners in the Bucyrus Heights Subdivision.

RESOLVED, the Town Board has evaluated the potential adverse environmental impacts associated with the acquisition of the 43 acres of Permanent Open Space and determined that such acquisition will not result in any potentially significant adverse environmental impacts.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

RESOLVED, that the Town Board hereby authorizes the acquisition of the approximately 43 acres of Permanent Open Space on the Muir Woods Project Site as described herein via a donation from Ciminelli Muir Woods, LLC subject to the following terms and conditions:

1. The adoption of this resolution by the Town Board for the purpose of acquiring the Permanent Open Space described herein does not include the Town Board designating the Permanent Open Space as "parkland". The Town Board shall adopt a separate resolution in the future if it determines designating the Permanent Open Space as "parkland" is appropriate.

2. Ciminelli Muir Woods, LLC, its successors and assigns, shall retain an easement with respect to the approximately 43 acres of Permanent Open Space for the purpose of completing required wetland mitigation and wetland mitigation monitoring in accordance with the terms and conditions contained in wetland permits issued by the USACE and the NYSDEC. Upon the USACE and the NYSDEC determining that the required wetland mitigation has been completed to their satisfaction and the expiration of the monitoring period, the easement shall terminate.

3. Prior to the recording of a deed from Ciminelli Muir Woods, LLC to the Town of Amherst for the purpose of conveying ownership of the Permanent Open Space as described herein, a Declaration of Restrictive Covenants shall be recorded at the Erie County Clerk's Office for the restricting the use of the approximately 43 acres of Permanent Open Space in accordance with the terms and conditions of wetland permits issued by the USACE and the NYSDEC and also for the purpose of prohibiting future development of the approximately 43 acres of Permanent Open Space.

4. Ciminelli Muir Woods, LLC shall be responsible for the expenses associated with the preparation of a survey and an Abstract of Title for the Permanent Open Space as described herein and the recording fees for the deed to be recorded at the Erie County Clerk's Office.

5. The documentation required to effectuate the transfer of the Permanent Open Space as described herein and to comply with the above conditions shall be subject to review and approval by the Town Attorney's Office.

6. The Supervisor is authorized to execute any documentation required to effectuate the acquisition of the 43 acres of Permanent Open Space in accordance with the terms and conditions contained in this resolution.

10/06/2020
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 4-0. The public hearing was opened at 7:51 PM.

Sean W. Hopkins, Esq., presented for both resolution #791 and #792 and answered questions from the Board.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

There were no speakers from the public, therefore Supervisor Kulpa moved to adjourn the public hearing and set a Decision Date for October 19th. The motion was seconded by Councilmember Lavin and unanimously approved 4-0. The public hearing was adjourned at 8:13 PM.

10/19/2020
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0. The public hearing was opened at 7:18 PM.

Sean W. Hopkins, Esq., presented under Res #792.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Lavin and unanimously approved 5-0. The public hearing was closed at 7:20 PM.

A motion to adopt the amended SEQR Findings Statement was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved via Roll Call vote 4-1 (nay, Bucki).

RESULT:	**ROLL CALL VOTE (ADOPTED) [4 TO 1]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Lavin, Szukala
NAYS:	Bucki

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Exhibit 11 – Reduced–Size Copy of Parcel Plan [Drawing C–102 – Date: 05/28/24] prepared by Carmina Wood Design for the Mixed–Use Project at 50 Dodge Road [Note: Full–Size copy also attached]

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

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

Francina J. Spoth
Town Clerk

Meeting: 09/27/21 07:00 PM
Department: Town Clerk
Initiated by: **Kathleen Cooper**
Co-Sponsored by:

DOC ID: 24831 **RESOLUTION 2021-818** **ROLL CALL VOTE (ADOPTED AS AMENDED)**

Amendment to the SEQR Findings Statement for "Muir Woods - Site A", Amendment #51 to the Audubon New Community District Development Plan [1081 (Formerly 1121) North French Road (NCD); Z-2002-09_D]

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

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of August 19, 2021 to amend the "Development Program" within the SEQR Findings Statement approved by the Town Board on October 19, 2020 to permit "Site A" located at the western end of the overall Muir Woods site located at 1121 North French Road (NCD) to be developed at a higher density mixed-use residential/commercial project development than that outlined in the findings statement adopted on October 19, 2020.

1. That the Town Board approval of the issuance of the amended findings statement be subject to a condition requiring that the Planning Department be satisfied with the amended findings statement document prior to its signature by the Supervisor.

9/27/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was opened at 7:08 PM.

Sean Hopkins, Esq. presented.

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

A motion to adopt was made by Supervisor Kulpa and seconded by Councilmember Lavin. A motion was then made by Supervisor Kulpa to amend, seconded by Councilmember Lavin and unanimously approved 5-0. Amendment adds a condition listed above.

A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Lavin and approved 4-1 (nay, Bucki) via Roll Call vote.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

RESULT:	**ROLL CALL VOTE (ADOPTED AS AMENDED) [4 TO 1]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Shawn Lavin, Councilmember
AYES:	Kulpa, Berger, Lavin, Szukala
NAYS:	Bucki

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Exhibit 12 – Copy of the Declaration of Restrictions as Recorded in at the Erie County Clerk's Office on June 21, 2018 at Liber 11330 of Deeds at Page 8243 for the purpose of complying with the relevant portion of the Amended Findings Statement issued by the Town Board Pursuant to the State Environmental Quality Review Act ("SEQRA") on December 7, 2015

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

FILED
JUN 21 2018
ERIE COUNTY
CLERK'S OFFICE

Return Original to Box 460
Hopkins Sorgi & Romanowski PLLC
Attn: Sean W. Hopkins, Esq.

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS (*"Declaration"*) is made as of the 8th day of June, 2018 by **CIMINELLI MUIR WOODS, LLC**, a limited liability company organized under the laws of the State of New York, having its office at 350 Essjay Road, Williamsville, NY (*"Declarant"*) under facts and circumstances summarized by the following recitals:

WHEREAS, Declarant is the owner of real property consisting of approximately 326 acres of real property located at 1081 and 1121 North French Road (hereinafter *"Subject Property"*) and that is more particularly by the metes and bounds legal description attached at **Schedule "1"** hereto;

WHEREAS, the Subject Property is zoned New Community District (*"NCD"*) pursuant to the Zoning Map of the Town of Amherst and the use of land within the New Community District is regulated pursuant to the land use classifications contained in the Zoning Code of the Town of Amherst;

WHEREAS, Declarant petitioned the Town Board of the Town of Amherst (hereinafter *"Town Board"*) to amend the land use classifications of portions of the Subject Property that is owned by the Declarant;

WHEREAS, on December 3, 2007, the Town Board issued a Findings Statement pursuant to the State Environmental Quality Review Act ("SEQRA") and the Town Board also voted to: 1.) approve Amendment #51 to the Audubon Development Plan, 2.) amend the land use classifications of portions of the Subject Property from NCD-Neighborhood District and NCD-Major Open Space to NCD-General Commercial, NCD-Restricted Industrial and NCD-Major Open Space;

WHEREAS, as the Town Board imposed conditions in connection with its decisions to issue a Findings Statement pursuant to SEQRA and amending the land use classifications of portions of the Subject Property;

WHEREAS, the Town Board issued an Amended Statement of Findings pursuant to SEQRA on December 7, 2015;

NOW, THEREFORE, in exchange for good and valuable consideration the sufficiency of which is acknowledged, the Declarant agrees to restrict the future use of the portions of the Subject Property (or its entirety when expressly specified) in accordance with the conditions imposed by the Town Board that are subject to this Declaration of Restrictions as follows

1. All construction equipment and vehicles that will be utilized in connection with the development the Subject Property pursuant to site plans and final plats to be approved by the Town of Amherst Planning Board shall be expressly prohibited from utilizing the existing streets within the Franklin Heights Subdivision, including but not limited to Lynette Lane, for purposes of egress and ingress to the Subject Property.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

2. The residential components of the project shall be prohibited from utilizing the condominium form of ownership.

3. On those portions of the Subject Parcel where commercial development (excluding all residential uses) will be located directly adjacent to existing residential areas (i.e. Bucyrus Heights), minimum setbacks have been established for the purpose of providing an adequate buffer. The following minimum setbacks will apply only to development of portions of the Subject Property that are directly adjacent to existing residential uses as of the date of this Declaration of Restrictions:

   - All commercial development (buildings and parking areas) will have a minimum setback of fifty feet (50'), with the area within forty feet (40') of adjacent residential property boundaries remaining undisturbed so that existing trees and brush remain as a buffer. The planting of additional trees and shrubs by the Declarant within the minimum setback area may be required by the Town of Amherst during the site plan review process to supplement the existing vegetation in order to provide adequate buffers.

   - A combination of earthen berms and new vegetation will be required in those portions of the minimum setback area where there is not sufficient existing vegetation to provide an adequate buffer. The minimum height at the top of berms shall be three feet (3'), and the maximum slope shall be 1 on 3 (33%) to promote the growth and long-term viability of trees and shrubs planted on the berms. Berms should have a natural appearance by varying their width and height. The Town of Amherst will verify compliance with this requirement during the site plan review process.

   - Site A: Site A is the western portion of the Subject Parcel that is proposed to be utilized for flex office/R&D buildings and it is located directly south of the existing Bucyrus Heights subdivision. A legal description of Site A is attached as **Schedule "2"**. The minimum setbacks for development within Site A shall be as follows:

     - 60 ft. minimum required building setback from residential lot line.

     - 60 ft. minimum required parking setback from residential lot line.

   - Site B: Site B is the center portion of the Subject Parcel that will be utilized for office space. A legal description of Site B is attached as **Schedule "3"**. The minimum setbacks for development within Site B shall be as follows:

     - 60 ft. minimum building setback from residential lot line. If the height of any proposed office buildings exceeds 50 feet, the required minimum building setback shall be equal to or greater than the height of the proposed office building.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

- 60 ft. minimum parking setback to residential lot line.

4. The following maximum building heights shall apply to the commercial components of the development of the Subject Parcel:

- Site A (western portion of the project site) – The maximum building height for buildings within Site A as described in **Schedule "2"** shall be as follows:
  - Maximum building height shall be 40 ft. as measured from the finished grade to the top of any parapet (excluding any rooftop mechanical equipment). All mechanical equipment shall be properly screened in accordance with the standards contained in the Zoning Code adopted by the Town Board in May of 2006.
- Site B (center portion of the Subject Parcel) – The maximum building height for buildings within Site B as described in **Schedule "3"** shall be as follows:
  - There will not be a maximum height for office buildings to be constructed on Site B. All office buildings to be constructed on Site B will be required to comply with a minimum required setback that shall be the greater of fifty feet (50') feet or the height of the proposed office building at the point of its maximum height (including rooftop mechanicals, etc.).

5. The portions of the Subject Property reclassified to New Community District – General Commercial ("NCD-GC") by the Town Board as described in the attached **Schedule "4"** shall be prohibited from being utilized for the following categories of land uses:

A. Automobile sales and service facilities (except vehicles used primarily on the subject property);

B. Veterinary clinics or kennels; and

C. Gasoline service stations shall be prohibited around the existing approximately 32 acre lake on the southeastern portion of the Subject Property.

The above restrictions contained in numbered paragraphs 1, 2, 3, 4 and 5 shall be binding on all parties claiming thereunder and shall run and touch the land except that the above restrictions can be changed, modified or eliminated by a majority vote of the Town Board.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK
SIGNATURE(S) ON FOLLOWING PAGE]

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

IN WITNESS WHEREOF, the individual executing this Declaration of Restrictions on behalf of the Declarant has the full legal authority to enter execute this Declaration of Restrictions.

CIMINELLI MUIR WOODS, LLC

By: _____

Title: Paul F. Ciminelli
Managing Member

Print Name:

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

On this 8 day of June, 2018, before me, the undersigned, a notary public in and for said state, personally appeared Paul F. Ciminelli, personally known to me or proved to me on the basis of satisfactory evidence to the be the individual whose name is subscribed to within this instrument and acknowledged to me that he executed the same in his capacity, that they by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

KATHLEEN A. GUENTHER #01GU4675162
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
My Commission Expires August 31, 2018

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

SCHEDULE I

LEGAL DESCRIPTION OF SUBJECT PROPERTY

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie, State of New York, being part of Lots 70 & 76, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows.

COMMENCING at a point on the centerline of North French Road at the northwest corner of Lot 70 distant 4179.22 feet west of the northeast corner of Lot 70, being the intersection of the centerline of North French Road and the centerline of Campbell Boulevard;

THENCE: N-89°-22'-00"-E, along the centerline of North French Road being the north line of Lot 70, a distance of 285.00 feet to a point;

THENCE: S-01°-04'-00"-E a distance of 33.00 feet to the south line of North French Road and the POINT OF BEGINNING;

THENCE: S-01°-04'-00"-E a distance of 231.00 feet to a point;

THENCE: N-89°-22'-00"-E, parallel with the centerline of North French Road being the north line of Lot 70, a distance of 110.00 feet to a point;

THENCE: N-01°-04'-00"-W a distance of 231.00 feet to the south line of North French Road;

THENCE: N-89°-22'-00"-E, along the said south line of North French Road a distance of 243.00 feet to a point;

THENCE: S-01°-04'-00"-E a distance of 231.00 feet to a point;

THENCE: N-89°-22'-00"-E, parallel with the centerline of North French Road being the north line of Lot 70, a distance of 853.60 feet to the western most northwest corner of Franklin Heights Subdivision filed in the Erie County Clerk's Office under Map Cover 2240;

THENCE: S-01°-04'-00"-E and parallel with the west line of Lot 70 a distance of 739.86 feet to the southwest corner of said Map Cover 2240;

THENCE: N-89°-22'-00"-E and parallel with the centerline of North French Road being the north line of Lot 70, a distance of 1343.12 feet to the northwest corner of lands conveyed to the Central School District No. 3 of the Towns of Amherst, Cheektowaga and Clarence by deed recorded in the Erie County Clerk's Office in Liber 7318 of Deeds at page 367;

THENCE: S-00°-11'-28"-W, along the west line of said Central School District No. 3 of the Towns of Amherst, Cheektowaga and Clarence lands, a distance of 716.41 feet to the southwest corner thereof;

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

THENCE: N-89°-04'-14"-E, and parallel with the south line of lot 70 being the centerline of Dodge Road, along the south line of said Central School District No. 3 of the Towns of Amherst, Cheektowaga and Clarence lands, a distance of 711.46 feet a point distant 609.84 feet west of the centerline of Campbell Boulevard being the east line of Lot 70;

THENCE: S-00°-14'-01"-W, parallel with the centerline of Campbell Boulevard (east line of Lot 70), a distance of 1439.24 feet to the northerly line of the Lockport Expressway Section II;

THENCE: Along the northerly lines of said Lockport Expressway Section II, the following six (6) courses and distances;

1.) N-87°-56'-02"-W, a distance of 1367.40 feet to a point.
2.) S-88°-46'-36"-W, a distance of 504.31 feet to a point.
3.) N-79°-27'-19"-W, a distance of 612.88 feet to a point.
4.) S-89°-19'-05"-W, a distance of 916.15 feet to a point.
5.) S-75°-02'-22"-W, a distance of 970.22 feet to a point of curvature
6.) Southwesterly along a curve to the left having a radius of 6,848.00 feet an arc distance of 1,238.25, and a central angle of 10°-21'-37" and a chord length of 1,236.56 feet at a bearing of S-68°-07'-21"-W to the east corner of lands conveyed to Niagara Mohawk Power Corporation by deed recorded in the Erie County Clerk's Office in Liber 9173 of Deeds at page 51.

THENCE: N-55°-38'-22"-W a distance of 202.71 feet to the north corner of said lands conveyed to Niagara Mohawk Power Corporation by deed recorded in the Erie County Clerk's Office in Liber 9173 of Deeds at page 51;

THENCE: S-65°-24'-13"-W a distance of 599.16 feet to the north line of Dodge Road Relocation;

THENCE: N-85°-10'-51"-W along the northerly line of Dodge Road Relocation a distance of 40.58 feet to a point of curvature;

THENCE: Northwesterly along a curve to the right and along the northerly line of Dodge Road Relocation said curve having a radius of 586.62 feet an arc distance of 539.31 and a central angle of 52°-40'-30" to a point of tangency;

THENCE: N-32°-30'-21"-W and along the northerly line of Dodge Road Relocation a distance of 457.24 feet to a point of curvature;

THENCE: Northwesterly along a curve to the left and along the northerly line of Dodge Road Relocation said curve having a radius of 724.00 feet an arc distance of 747.17 and a central angle of 59°-07'-45" to a point of tangency;

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

THENCE: S-88°-21'-54"-W and along the northerly line of Dodge Road Relocation a distance of 173.47 feet to the east line of Sweet Home Road as appropriated by the County of Erie under Liber 10908 of Deeds at page 9632 and delineated on Map SK 353-1, Parcel 1;

THENCE: N-02°-04'-02"-W and along said east line of Sweet Home Road a distance of 90.42 feet to a point;

THENCE: N-88°-55'-52"-E a distance of 540.79 feet to a point;

THENCE: N-00°-55'-59"-W a distance of 109.75 feet to a point;

THENCE: N-88°-55'-52"-E a distance of 700.84 feet to a point;

THENCE: N-02°-04'-02"-W and parallel with the centerline of Sweet Home Road being the west line of Lot 76, a distance of 118.24 feet to the southwest corner of lands shown on a map of Pleasant Acres Subdivision Part II filed in the Erie County Clerk's Office under Map Cover 2273;

THENCE: N-88°-55'-52"-E along the south line of said Map Cover 2273 and along the south line of lands shown on a map of Pleasant Acres Subdivision Part III filed in the Erie County Clerk's Office under Map Cover 2305 and being parallel with the south line of Lot 76, a distance of 1843.00 feet to the southeast corner of said Map Cover 2305;

THENCE: N-01°-06'-07"-W along the east line of said Map Cover 2305 and along the east line of lands shown on a map Bucyrus Heights Subdivision Part IV filed in the Erie County Clerk's Office under Map Cover 2291 and their extension north a distance of 2433.88 feet to the south line of said North French Road;

THENCE: S-89°-37'-42"-E along the south line of said North French Road a distance of 1138.32 feet to an angle point;

THENCE: N-89°-22'-00"-E continuing along the south line of said North French Road a distance of 285.54 feet to the POINT or PLACE of BEGINNING, having an area of 325.46 acres be the same more or less.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

SCHEDULE 2

LEGAL DESCRIPTION OF SITE A

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie, State of New York, being Part of Lot 76, Township 12, Range 7 of the Holland Land Survey (so-called) bounded and described as follows:

COMMENCING at the point of intersection of the centerline of Dodge Road with the centerline of Sweet Home Road; thence: south along the centerline of Sweet Home Road, a distance of 86.08 feet to a point; thence: east, at right angles with said centerline, a distance of 679.33 feet to the POINT OR PLACE OF BEGINNING of the parcel hereinafter described:

THENCE: through lands now or formerly of New York State Urban Development Corporation, the following fifteen (15) courses and distances:

1.) N-00°-55'-59"-W, a distances of 304.81 feet to a point;
2.) N-88°-55'-52"-E, a distance of 625.24 feet to a point;
3.) N-02°-04'-02"-W, a distance of 118.24 feet to a point;
4.) N-88°-55'-52"-E, a distance of 506.27 feet to a point;
5.) S-01°-04'-08"-E, a distance of 120.35 feet to a point;
6.) S-64°-48'-00"-W, a distance of 35.05 feet to a point;
7.) S-29°-42'-37"-W, a distance of 135.73 feet to a point;
8.) S-06°-01'-17"-E, a distance of 361.98 feet to a point;
9.) S-45°-04'-18"-E, a distance of 271.44 feet to a point;
10.) S-01°-04'-00"-E, a distance of 314.49 feet to a point;
11.) S-65°-24'-13"-W, a distance of 407.54 feet to a point;
12.) N-85°-10'-51"-W, a distance of 34.02 feet to a point of curvature;
13.) Northwesterly, on a curve to the right having a radius of 561.62 feet, an arc distance of 516.33 feet to a point of tangency;
14.) N-32°-30'-21'-W, a distance of 457.24 feet to a point of curvature;
15.) Northwesterly, on a curve to the left having a radius of 749.00 feet, an arc distance of 272.69 feet to the above described POINT OR PLACE OF BEGINNING containing 24.812 acres be the same more or less.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

SCHEDULE 3

LEGAL DESCRIPTION OF SITE B

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie, State of New York, being Part of Lots 70 and 76, Township 12, Range 7 of the Holland Land Survey (so-called) bounded and described as follows:

COMMENCING at the southeasterly corner of Pleasant Acres Subdivision, Part III as shown on a map filed in the Erie County Clerk's Office under Map Cover 2305:

THENCE: N-88°-55'-52"-E, a distance of 25.49 feet to the POINT OR PLACE OF BEGINNING of the parcel hereinafter described:

THENCE: Through lands now or formerly of New York State Urban Development Corporation the following eighteen (18) courses and distances:

1.) N-01°-04'-00"-W, a distance of 399.46 feet to a point;
2.) S-89°-49'-30"-E, a distance of 1113.76 feet to a point;
3.) N-01°-04'-00"-W, a distance of 313.08 feet to a point;
4.) N-43°-56'-00"-E, a distance of 212.13 feet to a point;
5.) N-88°-56'-00"-E, a distance of 500.00 feet to a point;
6.) S-01°-04'-00"-E, a distance of 633.18 feet to a point;
7.) N-64°-16'-09"-E, a distance of 40.36 feet to a point of curvature;
8.) Northeasterly along a curve to the left having a radius 246.47 feet, an arc distance of 199.72 feet to a point of reverse curvature;
9.) Northeasterly along a curve to the right having a radius 290.00 feet, an arc distance of 139.68 feet to a point to a point;
10.) S-41°-06'-39"-E, along a radial line a distance of 42.58 feet to a point;
11.) Southwesterly along a curve to the left having a radius of 145.00 feet, an arc distance of 165.69 feet to a point of compound curvature;
12.) Southeasterly along a curve to the left having a radius of 1490.00 feet, an arc distance of 235.87 feet to a point to a point of tangency;
13.) S-26°-24'-00"-E, along a line a distance of 38.95 feet to a point of curvature;
14.) Southeasterly and Southwesterly along a curve to the right having a radius of 265.00 feet, an arc distance of 400.91 feet to a point to a point of compound curvature;
15.) Southwesterly along a curve to the right having a radius of 500.00 feet, an arc distance of 345.60 feet to a point to a point of reverse curvature;
16.) Southwesterly along a curve to the left having a radius of 100.00 feet, an arc distance of 99.07 feet to a point to a point of tangency;
17.) S-42°-22'-25"-W, a distance of 40.03 feet to a point of curvature;
18.) Southwesterly along a curve to the left having a radius of 215.00 feet, an arc distance of 161.56 feet to a point on the northerly boundary line of the Lockport Expressway;

THENCE: along the said northerly boundary of the Lockport Expressway the following three (3) courses and distances:

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

1.) S-89°-19'-05"-W, a distance of 248.17 feet to a point;
2.) S-75°-02'-22"-W, a distance of 970.22 feet to a point of curvature;
3.) Southwesterly along a curve to the left having a radius of 6848.00 feet an arc distance of 322.33 feet to a point:

THENCE: Through lands now or formerly of New York State Urban Development Corporation the following three (3) courses and distances:

1.) N-01°-04'-00"-W, a distance of 843.03 feet to a point;
2.) N-88°-55'-52"-E, a distance of 25.00 feet to a point;
3.) N-01°-04'-00"-W, a distance of 25.00 feet to the above described POINT OR PLACE OF BEGINNING containing 52.202 acres be the same more or less.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

SCHEDULE 4

LEGAL DESCRIPTION OF PORTIONS OF SUBJECT PROPERTY RECLASSIFIED TO NEW COMMUNITY DISTRICT – GENERAL COMMERCIAL ("NCD-GC")

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie, State of New York, being Part of Lots 70 and 76, Township 12, Range 7 of the Holland Land Survey (so-called) bounded and described as follows:

COMMENCING at the southeasterly corner of Pleasant Acres Subdivision, Part III as shown on a map filed in the Erie County Clerk's Office under Map Cover 2305:

THENCE: N-88°-55'-52"-E, a distance of 25.49 feet to the POINT OR PLACE OF BEGINNING of the parcel hereinafter described:

THENCE: Through lands now or formerly of New York State Urban Development Corporation the following thirty (30) courses and distances:

1.) N-01°-04'-00"-W, a distance of 399.46 feet to a point;
2.) S-89°-49'-30"-E, a distance of 1113.76 feet to a point;
3.) N-01°-04'-00"-W, a distance of 477.72 feet to a point;
4.) N-43°-56'-00"-W, a distance of 212.13 feet to a point;
5.) N-88°-56'-00"-E, a distance of 500.00 feet to a point;
6.) S-01°-04'-00"-E, a distance of 633.18 feet to a point;
7.) N-64°-16'-09"-E, a distance of 40.36 feet to a point of curvature;
8.) Northeasterly along a curve to the left having a radius 246.47 feet, an arc distance of 199.72 feet to a point of reverse curvature;
9.) Northeasterly along a curve to the right having a radius of 290.00 feet, an arc distance of 271.18 feet to a point;
10.) N-73°-15'-30"-E, a distance of 466.70 feet to a point;
11.) N-88°-48'-50"-E, a distance of 1197.84 feet to a point;
12.) S-00°-14'-01"-W, a distance of 470.19 feet to a point on a curve;
13.) Southwesterly and southeasterly along a curve to the left having a radius of 175.00 feet an arc distance of 442.29 feet to a point of compound curvature;
14.) Easterly along a curve to the left having a radius of 425.00 feet an arc distance of 145.78 feet to a point of reverse curvature;
15.) Easterly along a curve to the right having a radius of 500.00 an arc distance of 172.91 feet to a point of compound curvature;
16.) Southeasterly and southwesterly along a curve to the right having a radius of 185.00 an arc distance of 438.62 feet to a point of compound curvature;
17.) Southwesterly along a curve to the right having a radius of 475.00 feet an arc distance of 382.34 feet to a point of tangency;
18.) S-89°-22'-54"-W, a distance of 150.00 feet to a point;
19.) Westerly along a curve to the right having a radius of 500.00 feet an arc distance of 222.66 feet to a point of reverse curvature;

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

20.) Westerly along a curve to the left having a radius of 500.00 feet an arc distance of 341.90 feet to a point of reverse curvature;
21.) Westerly along a curve to the right having a radius of 585.00 feet an arc distance of 414.74 feet to a point of compound curvature;
22.) Northwesterly along a curve to the right having a radius of 1200.00 feet an arc distance of 986.04 feet to a point of reverse curvature;
23.) Northwesterly and southwesterly along a curve to the left having a radius of 145.00 an arc distance of 455.53 feet to a point of compound curvature;
24.) Southeasterly along a curve to the left having a radius of 1490.00 feet, an arc distance of 235.87 feet to a point to a point of tangency;
25.) S-26°-24'-00"-E, a distance of 38.95 feet to a point of curvature;
26.) Southwesterly along a curve to the right having a radius of 265.00 feet, an arc distance of 400.91 feet to a point to a point of compound curvature;
27.) Southwesterly along a curve to the right having a radius of 500.00 feet, an arc distance of 345.60 feet to a point to a point of reverse curvature;
28.) Southwesterly along a curve to the left having a radius of 100.00 feet, an arc distance of 99.07 feet to a point to a point of tangency;
29.) S-42°-22'-25"-W, a distance of 40.03 feet to a point of curvature;
30.) Southwesterly along a curve to the left having a radius of 215.00 feet, an arc distance of 161.56 feet to a point on the northerly boundary line of the Lockport Expressway;

Thence along the said northerly boundary of the Lockport Expressway the following three (3) courses and distances:

1.) S-89°-19'-05"-W, a distance of 248.17 feet to a point;
2.) S-75°-02'-22"-W, a distance of 970.22 feet to a point of curvature;
3.) Southwesterly along a curve to the left having a radius of 6848.00 feet an arc distance of 111.80 feet to a point:

THENCE: Through lands now or formerly of New York State Urban Development Corporation the following five (5) courses and distances:

1.) N-17°-38'-00"-W, a distance of 219.03 feet to a point of curvature;
2.) Northerly along a curve to the right having a radius of 500.00 feet an arc distance of 272.15 feet to a point of reverse curvature;
3.) Northerly along a curve to the left having a radius of 500.00 feet an arc distance of 127.60 feet to a point of tangency;
4.) N-01°-04'-08"-W, a distance of 200.00 feet to a point;
5.) S-88°-55'-52"-W, a distance of 125.00 feet to the above described POINT OR PLACE OF BEGINNING containing 87.733 acres be the same more or less.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

MICHAEL P KEARNS, ERIE COUNTY CLERK
REF:

DATE:6/21/2018
TIME:4:01:37 PM
RECEIPT: 18114282

SEAN HOPKINS
ACCOUNT #: 0

ITEM - 01 774
RECD: 6/21/2018 4:07:17 PM
FILE: 2018123291 BK/PG D 11330/8243
CIMINELLI MUIR WOODS LLC
TOWN OF AMHERST
Recording Fees 105.00
Subtotal 105.00

TOTAL DUE $105.00
PAID TOTAL $105.00
PAID CREDIT $105.00
VISA # xxxx-

REC BY: Janet H
COUNTY RECORDER

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Exhibit 13 – No Impact Determination Letter Issued by Ruth Pierpont, Director, New York State Office of Parks, Recreation and Historic Preservation, dated October 10, 2001

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

New York State Office of Parks, Recreation and Historic Preservation
Historic Preservation Field Services Bureau
Peebles Island, PO Box 189, Waterford, New York 12188-0189 518-237-8643

October 10, 2001

Carolyn A. Pierce
CCRG
105 Robie Avenue
Buffalo, New York 14214

Dear Ms. Pierce:

Re: SEQRA
~~Muir Woods~~ Mixed-Use Development
Amherst/Erie County
01PR0345

Thank you for requesting the comments of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the project in accordance with the New York State Parks, Recreation and Historic Preservation Law, Section 14.09.

Based upon this review, it is the OPRHP's opinion that your project will have No Impact upon cultural resources in or eligible for inclusion in the State and National Registers of Historic Places.

If further correspondence is required regarding this project, please be sure to refer to the OPRHP Project Review (PR) number noted above.

Sincerely,

Ruth L. Pierpont

Ruth L. Pierpont
Director

RLP:cmp

RECEIVED
OCT 16 2001
CIMINELLI DEVELOPMENT COMPANY, INC.

An Equal Opportunity/Affirmative Action Agency
printed on recycled paper

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Exhibit 14 – Amended Wetland Permit Issued by the United States Army Corps of Engineers ("USACE") dated February 25, 2021

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

DEPARTMENT OF THE ARMY
BUFFALO DISTRICT, CORPS OF ENGINEERS
1776 NIAGARA STREET
BUFFALO, NEW YORK 14207-3199

February 25, 2021

Regulatory Branch

SUBJECT: Request for Modification of Department of the Army Permit No. LRB-2001-00067, New York State Department of Environmental Conservation No. 9-1422-00398/00002.

Mr. Adam Faeth
Development Manager
Ciminelli Muir Woods LLC
350 Essjay Road Suite 101
Williamsville, NY 14221

Dear Mr. Faeth:

This is in reply to your submittal dated July 20, 2020 in which you requested a modification of Department of the Army Permit No. LRB-2001-00067. The project is located on a 326-acre parcel in the Town of Amherst, Erie County, New York. Specifically, you seek authorization to change the proposed use of an area identified as Site A from research and development and flex office space to a mixed-use commercial and residential development. This includes two 4-story mixed-use buildings, two-family townhouses, 6-unit apartment buildings, and a recreational trail to connect Site A with Site B. Wetland impacts have been reduced from 13.01 acres to 6.089 acres in Site A. A reduction of 6.921 acres. In addition, because of the reconfigured project including the significant reduction of wetland impacts, you have requested that the requirement of off-site compensatory mitigation be removed. Lastly, you have requested that 134 acres of the overall Muir Woods site located northeast of Site B, is donated to the Town of Amherst. This area will remain as open space in perpetuity. Permit compliance with mitigation requirements will remain as it currently is on the 134-acre site as a responsibility of Ciminelli Muir Woods LLC.

A Public Notice was published and coordinated with agencies and adjacent property owners using standard procedures. No comments were received as a result of the Public Notice. Based upon our evaluation, I concluded your request will not result in any unacceptable environmental or navigational impacts. Therefore, I am modifying Department of the Army permit No. LRB-2001-00067 to reflect the changes outlined in your request and identified on the attached drawings. All other terms and conditions of Permit No. LRB-2001-00067 remain in full force and effect.

Sheets 1, 2, and 3 of 3 are hereby made part of Permit No. LRB-2001-00067. Sheet 1 of 3 of this modification is an update to Sheets 2, 3, and 5 of 6 of the original permit. Sheet 2 and 3 of 3 of this modification are updates to Sheet 5 of 6 of the original permit. In addition, the following Special Conditions No. 6 and 8 of Permit No. LRB-2001-00067 are modified so that they no

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Regulatory Branch

SUBJECT: Request for Modification of Department of the Army Permit No. LRB-2001-00067, New York State Department of Environmental Conservation No. 9-1422-00398/00002.

longer include the requirement of off-site compensatory mitigation, as indicated below with the original and the following modified condition:

1. Special Condition Number 6: As mitigation to compensate for unavoidable and permanent impacts to 17.83 acres of Federal wetlands and 1.29 acres of Federal tributaries (approximately 5227 linear feet), the permittee shall create, at a minimum; 26.91 acres of wetland on-site, and 27.37 acres of wetland off-site. In addition, the permittee shall enhance 4.3 acres of tributary (approximately 2630 linear feet) on-site, all in accordance with the approved on-site and off-site mitigation plan that is made part of this permit. The mitigation area must be constructed in accordance with the approved plan as well as all permit conditions.

   Modified Special Condition Number 6: As mitigation to compensate for unavoidable and permanent impacts to 10.91 acres of Federal wetlands and 1.29 acres of Federal tributaries (approximately 5227 linear feet), the permittee shall create, at a minimum; 26.91 acres of wetland on-site. In addition, the permittee shall enhance 4.3 acres of tributary (approximately 2630 linear feet) on-site, all in accordance with the approved on-site mitigation plan that is made part of this permit. The mitigation area must be constructed in accordance with the approved plan as well as all permit conditions.

2. Special Condition Number 8: The approved compensatory mitigation must be in strict conformance with the plans approved by the Corps of Engineers. Such approved plans were prepared by Ciminelli Development Company, Incorporated and titled "Supplement #4 to the Wetland Permit Application for Muir Woods Development Project" dated June 2009, including the Proposed On-Site Wetland Mitigation Plan, and the Proposed Off-Site Wetland Mitigation Plan dated November 16, 2009. The stated mitigation plans are hereby incorporated into and made part of the permit as Attachments 1 and 2. The permittee shall implement the mitigation in accordance with the plans and all permit conditions. Where permit conditions differ from the mitigation plan, the permit conditions shall be the ruling condition.

   Modified Special Condition Number 8: The approved compensatory mitigation must be in strict conformance with the plans approved by the Corps of Engineers. Such approved plans were prepared by Ciminelli Development Company, Incorporated and titled "Supplement #4 to the Wetland Permit Application for Muir Woods Development Project" dated June 2009, including the Proposed On-Site Wetland Mitigation Plan dated November 16, 2009. The stated on-site mitigation plan is hereby incorporated into and made part of the permit as Attachments 1. The permittee shall implement the mitigation in accordance with the plans and all permit conditions. Where permit conditions differ from the mitigation plan, the permit conditions shall be the ruling condition.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Regulatory Branch

SUBJECT: Request for Modification of Department of the Army Permit No. LRB-2001-00067, New York State Department of Environmental Conservation No. 9-1422-00398/00002.

Questions pertaining to this matter should be directed to Martin Crosson at 716-879-4346, by writing to the following address: U.S. Army Corps of Engineers, 1776 Niagara Street, Buffalo, New York 14207 or by E-mail at: martin.h.crosson@usace.army.mil

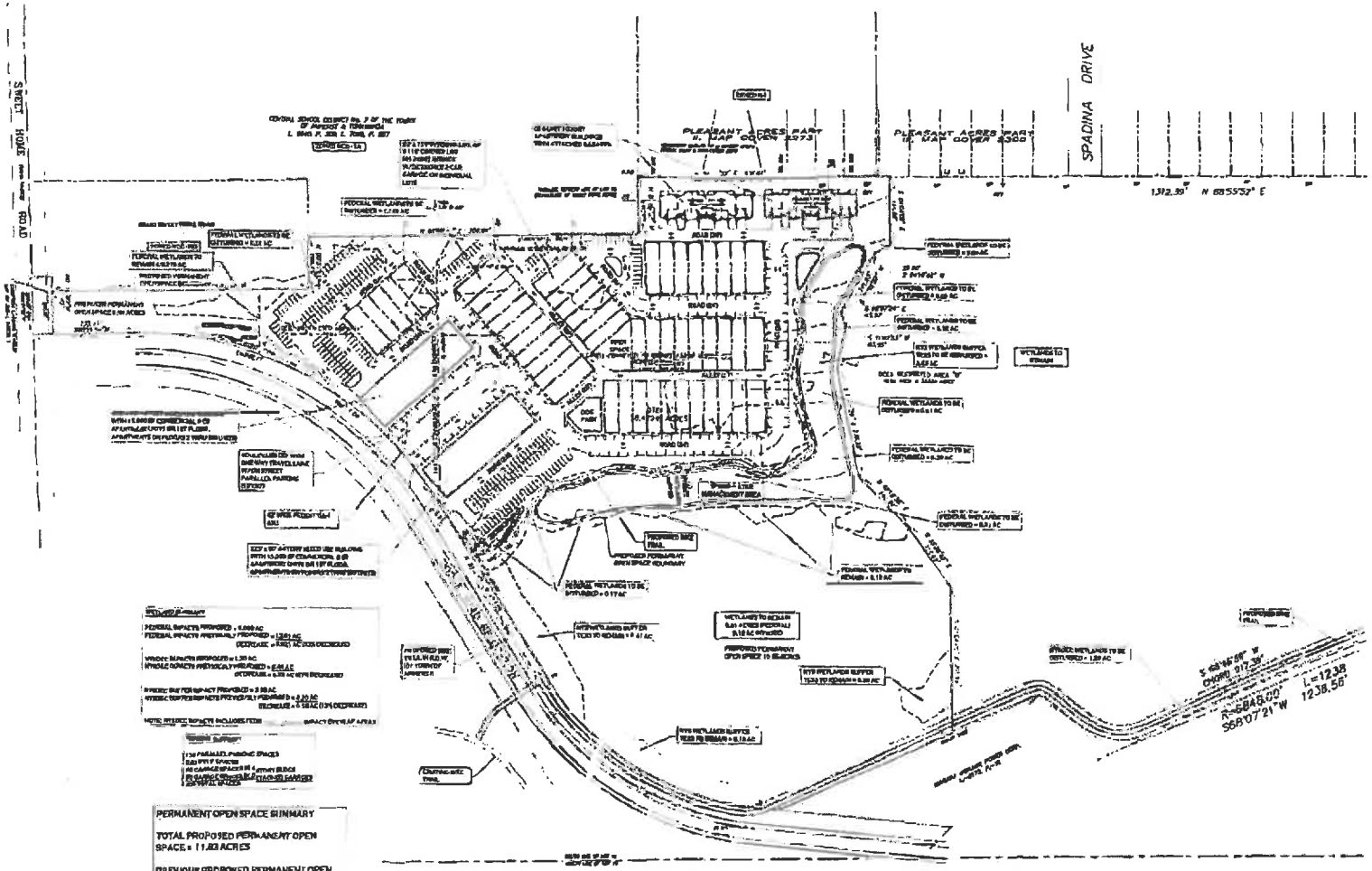
BY AUTHORITY OF THE SECRETARY OF THE ARMY

Steven V. Metivier

For: Mark Scalabrino
Acting Chief, Regulatory Branch

Enclosures

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))



Ciminelli Development Corporation
DA No. 2001-00067
Erie County, New York
Quad: Tonawanda East
Sheet 1 of 3

Camina Wood Morris

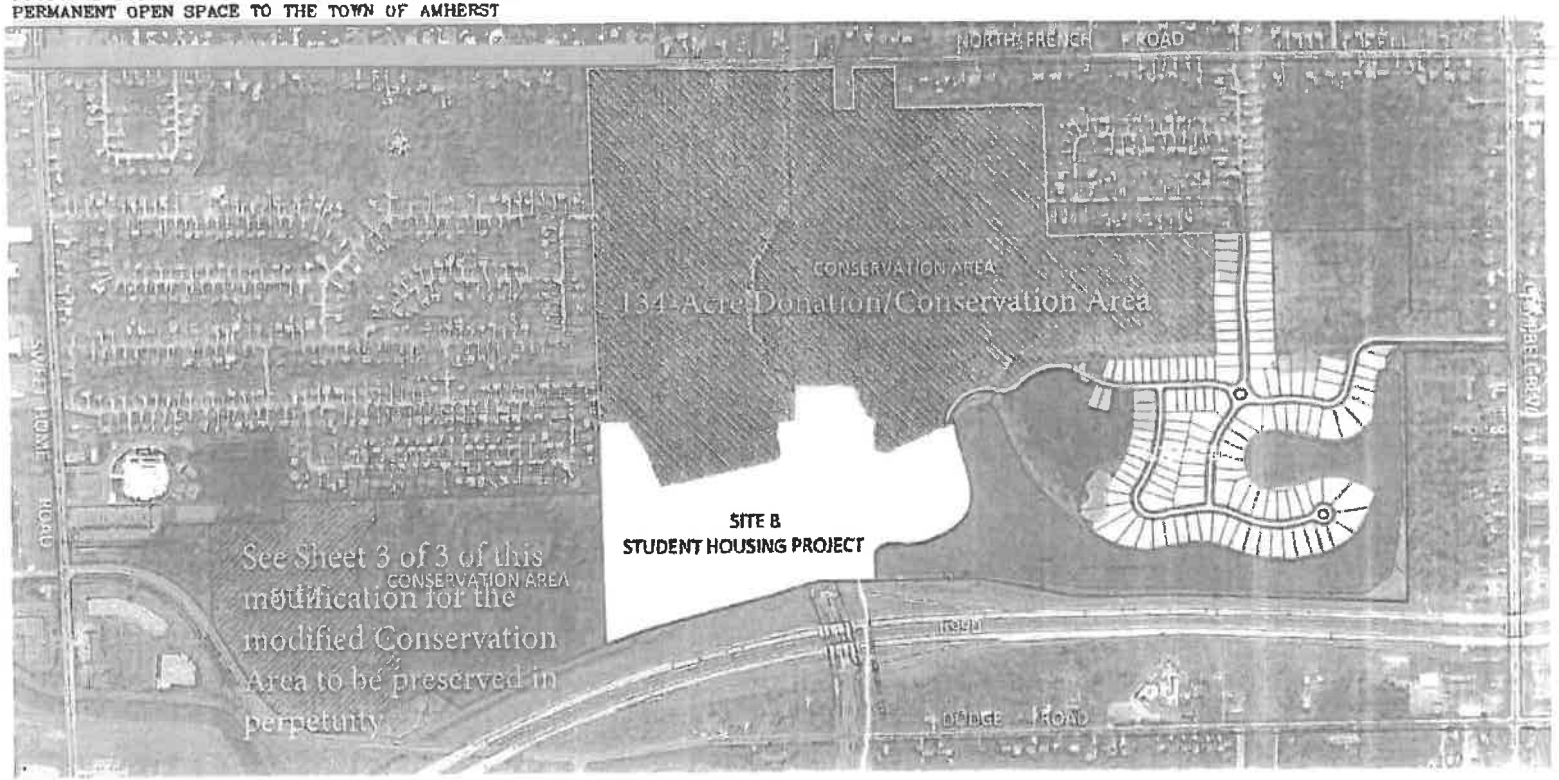
PROJECT NAME:
Site Development plans for:
Muir Woods Site "A"
Sweet Home & Dodge Road
Amherst, New York

DRAWING NAME:
Concept Site Plan

DRAWING NO.
C-100

MUIR WOODS OVERALL PROJECT AREA

PROPOSED DONATION OF APPROXIMATELY 134 ACRES OF PERMANENT OPEN SPACE TO THE TOWN OF AMHERST



CONSERVATION AREA TO BE DONATED

Ciminelli Development Corporation
DA No. 2001-00067
Erie County, New York
Quad: Tonawanda East
Sheet 2 of 3

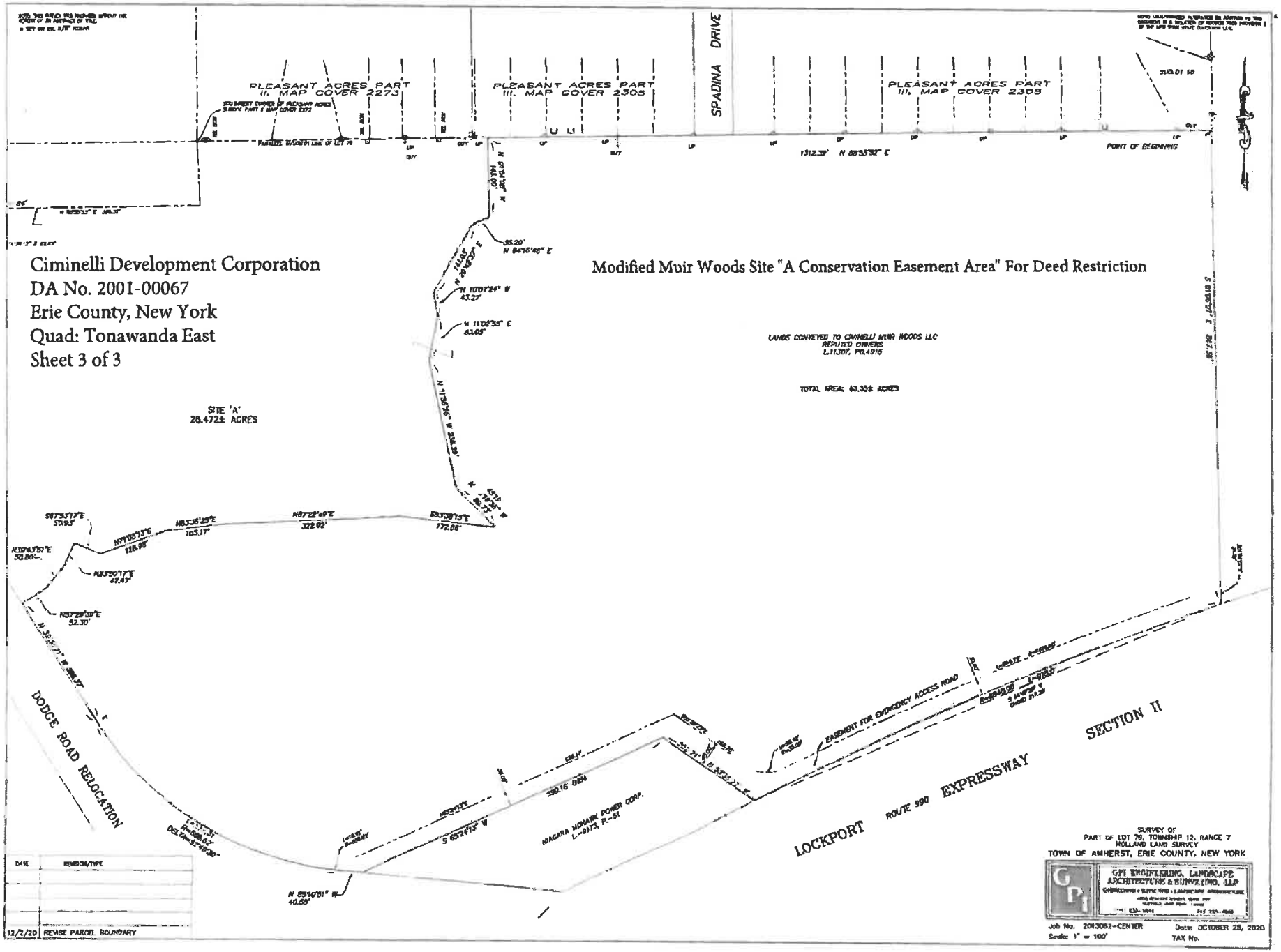

PLEASANT ACRES PART II. MAP COVER 2273
PLEASANT ACRES PART III. MAP COVER 2305
PLEASANT ACRES PART III. MAP COVER 2305
SPADINA DRIVE
POINT OF BEGINNING
Ciminelli Development Corporation
DA No. 2001-00067
Erie County, New York
Quad: Tonawanda East
Sheet 3 of 3
Modified Muir Woods Site "A Conservation Easement Area" For Deed Restriction
LANDS CONVEYED TO CIMINELLI MUIR WOODS LLC
REQUIRED OWNERS
L.11307, PG.4915
TOTAL AREA: 43.33± ACRES
SITE 'A'
28.472± ACRES
DODGE ROAD RELOCATION
LOCKPORT ROUTE 990 EXPRESSWAY
SECTION II
EASEMENT FOR EMERGENCY ACCESS ROAD
NIAGARA MOHAWK POWER CORP.
L.-8173, P.-51
SURVEY OF
PART OF LOT 76, TOWNSHIP 12, RANGE 7
HOLLAND LAND SURVEY
TOWN OF AMHERST, ERIE COUNTY, NEW YORK
GPI ENGINEERING, LANDSCAPE ARCHITECTURE & SURVEYING, LLP
Job No. 2013062-CENTER
Scale: 1" = 100'
Date: OCTOBER 25, 2020
TAX No.
DATE
REVISION/TYPE
12/2/20
REVISE PARCEL BOUNDARY

Exhibit 15 – Amended Wetland Permit Issued by the New York State Department of Environmental Conservation ("NYSDEC") dated December 24, 2020

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

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

December 24, 2020

Mr. Adam Faeth
Ciminelli Real Estate Corporation
50 Fountain Plaza, Suite 500
Buffalo, New York 14202

Muir Woods Development – "Site A"
Permit Transmittal Letter
Permit No. 9-1422-00398/00001

Dear Mr. Faeth:

Enclosed is your permit which was issued in accordance with applicable provisions of the Environmental Conservation Law. The permit is valid for only that project, activity or operation expressly authorized. If modifications are desired after permit issuance, you must submit the proposed revisions and receive written approval from the Permit Administrator prior to initiating any change. If the Department determines that the modification represents a material change in the scope of the authorized project, activity, operation or permit conditions, you will be required to submit a new application for permit.

Please review all permit conditions carefully. In particular, identify your initial responsibilities under this permit in order to assure timely action if required. Since failure to comply precisely with permit conditions may be treated as a violation of the environmental conservation law, you are requested to provide a copy of the permit to the project contractor, facility operator, and other persons directly responsible for permit implementation (if any).

If you have any questions, please contact this office at the above address.

Respectfully,
David S. Denk
Regional Permit Administrator

Enclosure
ecc: NYSDEC Law Enforcement
Maureen Brady, NYSDEC Office of General Counsel
Mr. Chuck Rosenburg, NYSDEC Division of Fish and Wildlife
Mr. Martin Crossen, USACOE
Sean Hopkins, Esq., Hopkins Sorgi & McCarthy PLLC

NEW YORK STATE OF OPPORTUNITY | Department of Environmental Conservation

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Facility DEC ID 9-1422-00398

PERMIT

Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:
Ciminelli Muir Woods LLC
50 Fountain Plaza, Suite 500
Buffalo, NY 14202
(716) 631-8000

Facility:
MUIR WOODS DEVELOPMENT
1121 N French Rd
Amherst, NY 14228

Facility Location: in AMHERST in ERIE COUNTY
Facility Principal Reference Point: NYTM-E: 191.586 NYTM-N: 4770.823
Latitude: 43°01'38.9" Longitude: 78°47'07.2"

Authorized Activity: Construction of a mixed-use project named "Muir Woods" consisting of approximately two 4-story mixed-use buildings consisting of commercial space and residential units, 90 two-family townhouses and 2 six-unit apartment buildings, approximately 133 detached single-family residential units and 515 cottage-style and apartment-style housing units with various amenities; and gas, electric, sanitary, potable water and storm water (the necessary infrastructure), while maintaining open space on approximately 224 acres in the Audubon New Community District. The Muir Woods project property is a 326 acre site bounded by the Lockport Expressway (Interstate Route 990) and Dodge Road on the south, Sweet Home Road on the west, North French Road on the north and Campbell Boulevard on the east. The project will result in permanent impacts to approximately 2.39 acres of State regulated wetlands (TE-22, TE-23 and TE-34), and 11.38 acres of State regulated 100 foot wide wetland adjacent area. As mitigation for those impacts the project includes creation of 19.58 acres of in-kind and out-of-kind wetlands on-site, in six areas, to replace the functions and benefits of the impacted wetlands. There will be 4.3 acres of stream channel enhancement on-site as mitigation for State wetland regulated adjacent area impacts. The project also includes construction at 520 Campbell Road property as detailed on plan sheets referenced in Natural Resource Condition No. 4.

Permit Authorizations

Freshwater Wetlands - Under Article 24
Permit ID 9-1422-00398/00001

Renewal	Effective Date: 1/10/2019	Expiration Date: 11/30/2024
Modification # 1	Effective Date: 12/17/2019	Expiration Date: 11/30/2024
Modification # 2	Effective Date: 12/24/2020	Expiration Date: 11/30/2024

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Facility DEC ID 9-1422-00398

Water Quality Certification - Under Section 401 - Clean Water Act
Permit ID 9-1422-00398/00002

Renewal	Effective Date: 1/10/2019	Expiration Date: 11/30/2024
Modification # 1	Effective Date: 12/17/2019	Expiration Date: 11/30/2024
Modification # 2	Effective Date: 12/24/2020	Expiration Date: 11/30/2024

NYSDEC Approval

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

Permit Administrator: DAVID S DENK, Regional Permit Administrator
Address: NYSDEC Region 9 Headquarters
270 Michigan Ave
Buffalo, NY 14203 -2915

Authorized Signature: David S. Denk Digitally signed by David S. Denk DN: cn=David S. Denk, o=NYS DEC, ou=Div. of Env. Permits, email=david.denk@dec.ny.gov, c=US Date: 2020.12.24 10:29:47 -05'00' Date ___/___/____

Permit Components

NATURAL RESOURCE PERMIT CONDITIONS

WATER QUALITY CERTIFICATION SPECIFIC CONDITION

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: FRESHWATER WETLANDS; WATER QUALITY CERTIFICATION

1. **No Work Prior to Approval of Legal Instrument for Preservation of Undeveloped Areas of Site** No work authorized by this permit may begin until the Department approves a legal instrument, such as a deed restriction and/or conservation easement, that will preserve in perpetuity the natural resource values of the undeveloped areas of the site. This condition does not apply to the 520 Campbell Boulevard property.

2. **Declaration of Restrictions 520 Campbell Boulevard Property** A Declaration of Restrictions permanently prohibiting any future development of the 6.88 acres of jurisdictional federal wetlands and portion of the upland area on 520 Campbell Boulevard as depicted on the Wetland Restriction Exhibit Map must be incorporated into the deeds for lots 1 – 12 and 21. By 60 days after Water Quality Certification issuance, the permittee shall file with the real property records of the Erie County Clerk`s Office, the deed for each applicable lot containing this notice. The permittee shall within two weeks following the filing of the deed(s) submit proof of filing from the County Clerk's Office

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

showing the Liber and page number at which the deed notice was filed and the date of filing for one of the affected lots to: Regional Permit Administrator, NYSDEC Region 9 Headquarters, 270 Michigan Ave, Buffalo, NY 14203-2915.

3. **Conformance With Plans** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by Ciminelli Development Company, Inc. and titled "Supplement #4 to the Wetland Permit Application for Muir Woods Development Project" dated June 2009.

4. **Conformance with Plans Site B** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or the applicant's agent as part of the permit application. Such approved plans include the "Concept Plan - Muir Woods" dated 08 November 2019 amended to show Conifer Planting Area (attached).

5. **Conformance with Plans - 520 Campbell Boulevard** All activities authorized by this permit for the 520 Campbell Boulevard property must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans include those sheets entitled: The Preserve at Muir Woods (DEC Planting Exhibit, DEC Earthwork Exhibit and the Wetland Restriction Exhibit) by Greenman-Pedersen, Inc. dated May 2018.

6. **Conformance with Plans Site A** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or the applicant's agent as part of the permit application. Such approved plans include Drawing C-100 dated July 20, 2020 and received by this Department on August 10, 2020.

7. **Future Phases** Prior to development of Muir Woods Sites A and B, the permittee must obtain specific approval of engineered plans for Sites A and B to ensure compliance with the terms and condition of this permit, the approved wetland mitigation plans and the most current Findings Statement for the overall Muir Woods Project issued pursuant to the State Environmental Quality Review Act. The permittee shall submit the engineered plans for the development of Sites A and B for review by the Department simultaneous with submission of such engineered plans to the Town of Amherst. If required by the Department, the permittee shall make any necessary modifications to the engineered plans to ensure compliance with the terms and conditions of this permit, the approved wetland mitigation plans and the most current Findings Statement.

8. **Permit Conditions Prevail over Plans** If any condition of this permit conflicts with the approved plans noted in Condition Number 1, the permit conditions shall prevail over the plans unless specific written approval for such a change is obtained from this Department prior to implementation.

9. **Pre-construction Meeting to Review Permit** Prior to commencing work at the project site, the permittee shall schedule a pre-construction meeting with Department staff (Contact: Mr. David Denk, Regional Permit Administrator, NYSDEC, Division of Environmental Permits, Telephone : 716/851- 7165 and/or Mr. Charles P. Rosenburg, NYSDEC, Division of Fish and Wildlife, Telephone: 716/851-7010) and selected contractors to review the conditions contained in this permit.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

10. Mark Areas of No Disturbance on the Muir Woods Site Grade stakes and/or other appropriate measures (substantial contractor fencing, perhaps in combination with necessary silt fencing) shall be used to ensure that no equipment enters identified areas of no disturbance within the immediate area under construction (i.e.- Site A, Site B, Site C or Site D) on the Muir Woods project site. Boundaries of the on-site mitigation areas shall likewise be marked to define the limits of that work.

11. Install Controls Along Limits of Disturbance Before any soil is disturbed within a specific Site Development Area, as detailed in Condition #6 above, the permittee shall install securely anchored silt fencing and/or continuous staked hay bales along the limits-of-disturbance as shown on the plans or drawings referenced in this permit. Such erosion and sedimentation controls shall be maintained until unpaved portions of the subject site are stabilized by a self-sustaining cover of vegetation that is adequate to prevent erosion and sedimentation on and off the site. Sediment which has accumulated at the controls shall be removed periodically as necessary during the construction period. Before the controls are removed, the permittee shall remove all sediment that has accumulated at the controls.

12. Work Within Ares Depicted on Plans All construction activity, including operation of machinery, excavation, filling, grading, clearing of vegetation, disposal of waste, street paving and stockpiling of material must take place within the Site Development Areas or mitigation areas as depicted on the project plans referenced by this permit. Construction activity is prohibited within areas to be left in a natural condition or locations on the property not within the Site Development Areas or mitigation areas designated by this permit. Disturbance to the wetlands and their regulated 100 foot wide adjacent areas shall be strictly limited to the work areas identified in the plans, and specifically the MAP SHOWING WETLAND IMPACT AREAS - NEW YORK STATE WETLANDS, and APPENDIX M - PROPOSED ON-SITE MITIGATION PLAN.

13. Invasive Species (Non-Native Vegetation) To prevent the unintentional introduction or spread of invasive species, the permittee must ensure that all construction equipment is cleaned of mud, seeds, vegetation and other debris before entering any approved Site Development Areas within State regulated wetlands or their 100 foot wide adjacent areas, as well as all on-site wetland mitigation areas.

14. Prevention of Invasive Species The permittee shall prevent the establishment of invasive species (purple loosestrife, Phragmites, reed canary-grass, Japanese knotweed, glossy buckthorn and common buckthorn) across all disturbed areas within the wetland mitigation area for five growing seasons. If any of these invasive species become established, monitoring and treatment may be extended for an additional 5 years at the Department's discretion.

15. Wetland Mitigation is Mandatory Completion of all freshwater wetland mitigation is mandatory regardless of whether or not construction proceeds to completion. The required mitigation must be completed by the expiration date of this permit. Mitigation will be subject to remediation, if necessary, pursuant to Condition #16 below. All mitigation areas shall be monitored for a period of ten (10) years or until the mitigation is deemed successful by this Department. Monitoring reports shall be prepared for the first four (4) years after construction of the mitigation areas and every other year (years 6, 8 and 10) thereafter. This Department may, at its discretion, modify the 10-year monitoring period and/or monitoring report requirement at any time. Monitoring reports shall be submitted to Mr. Charles P. Rosenburg, Habitat Manager, NYSDEC, Bureau of Ecosystem Health, 270 Michigan Avenue, Buffalo, NY 14203-2915 Telephone: 716/851-7024.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

16. **On-Site Mitigation to be in Accordance with Mitigation Plan** The on-site mitigation shall be in accordance with Appendix M - Proposed On-Site Wetland Mitigation for Muir Woods prepared by Earth Dimensions, Inc. revised May 25, 2009 and with the modifications shown in Exhibit 22 of the July 20, 2020 application binder.

17. **Planting Row of Native Conifers** The permittee shall plant a row of native conifer trees in the location shown on the attached plan. The tree plantings must be a minimum of 6 feet tall, spaced 15 feet apart, and must be planted no later than October 15th following the completion of construction of the adjacent apartment units.

18. **Survival Rate for Mitigation Plantings** The permittee shall prepare a care, maintenance, inspection, and replacement schedule for the tree and shrub plantings described in the mitigation plan to ensure an 85% survival rate for five growing seasons. This condition includes all on-site landscape "buffer" plantings.

19. **Herbicides, Pesticides in Wetland or Adjacent Area** The use of herbicides and other pesticides in State regulated wetlands or their 100 foot wide adjacent areas is a regulated activity and may only be conducted pursuant to a valid Article 33 Pesticides Permit.

20. **Requirement for SPDES General Permit GP-0-15-002 for Stormwater Discharge from Construction Activities** Since development of the Muir Woods site in the Town of Amherst will involve land disturbance of one (1) or more acres, the permittee is required to obtain coverage under State Pollutant Discharge Elimination System (SPDES) General Permit GP-0-15-002 for Stormwater Discharge from Construction Activities. A Notice of Intent (NOI) is required to be sent to NYSDEC, Division of Water, 625 Broadway, 4th Floor, Albany, New York 12233-3505, Telephone: 518/402-8111 and approved before construction commences. Alternatively, an eNOI may be filed electronically as described on the Department's website. The General Permit GP-0-15-002 and NOI form are available on the Department's website at www.dec.state.ny.us.

21. **Visibly Turbid Discharges Prohibited** Visibly turbid discharges from project dewatering operations, excavation and grading activities are strictly prohibited to any "water body" (pond, wetland, stream or water course). Any such discharges shall be (1) retained in an appropriately maintained upland settling basin, filtered through crushed stone, sand, filter fabric fences, hay bales etc., or (2) directed to a grassy area sufficiently distant from any water body to preclude such entry.

22. **Stockpiling of Soil** Stockpiling of excavated soil is prohibited at locations within any portion of the TE-22, TE-23 and TE-34 Wetlands or their regulated 100 foot wide adjacent areas, or within any mapped 100-year floodplain beyond the Site Development Areas or mitigation areas identified in the plans.

23. **Stabilize Disturbed Areas** All areas of soil disturbance resulting from this project shall be seeded with an appropriate perennial grass seed and mulched with straw, or hydro-seeded. Mulch shall be maintained until suitable vegetative cover is established.

24. **Temporary Mulch, Final Seeding** If seeding is impracticable due to the time of year, a temporary mulch shall be applied and final seeding shall be performed at the earliest opportunity when weather conditions favor germination and growth.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

25. **Disposal of Material** Any non-merchantable tree and brush debris, demolition debris, excess construction materials, and/or excess excavated materials shall be immediately and completely disposed of on an approved upland site more than 100 feet from any regulated freshwater wetland. These materials shall be suitably stabilized so as not to re-enter any water body, wetland, or wetland adjacent area; and must be disposed of in accordance with all local, state, and federal statutes, regulations, or ordinances.

26. **Placement of Interpretive Signs Required** Permanent interpretive signs shall be placed at various wetland boundary locations throughout the Muir Woods project site . The permittee shall submit a proposal for the signs to the Department for approval. The interpretive signs shall be a minimum of 12 inches by 12 inches and shall be placed on permanent posts.

27. **Annual Project Inspection / Meeting** The permittee shall schedule an annual inspection/meeting to update Department staff on project progress and compliance with conditions of this permit for the on-site wetland mitigation area.

28. **Wetland Monuments** Monuments shall be placed every 200 feet along the outer edge of the wetland preservation areas. The monuments shall be 30" long, 5/8" rebar and cap embedded flush and in the center of the top exposed surface of concrete in a minimum 4 inch diameter, 4.5 foot long section of PVC Schedule 40 drain pipe filled with concrete, extending vertically1.5 to 2 feet above existing grade at each location. The caps shall say "Conservation Area Marker, Do Not Disturb". These monuments are to be permanently maintained.

29. **Wetland Boundaries** The boundaries of the TE-22, TE-23 and TE-34 Wetlands shall be fixed for the period of this permit (expires November 30, 2024). At that time, new boundary delineations for those wetlands will be required by this Department (to be performed or confirmed by a Department Biologist). Since project activities will be subject to the updated wetland boundary delineations and pertinent regulations at that time, any future permit modification (if necessary) would be reviewed based on the updated delineations and pertinent regulations. As such, modifications to the current project plan may be necessary depending upon the updated wetland delineations and permit regulations in effect at that time.

30. **State Not Liable for Damage** The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

31. **State May Order Removal or Alteration of Work** If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.

32. **State May Require Site Restoration** If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may lawfully require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.

33. **Precautions Against Contamination of Waters** All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.

WATER QUALITY CERTIFICATION SPECIFIC CONDITIONS

1. **Water Quality Certification** The authorized project, as conditioned pursuant to the Certificate, complies with Section 301, 302, 303, 306, and 307 of the Federal Water Pollution Control Act, as amended and as implemented by the limitations, standards, and criteria of state statutory and regulatory requirements set forth in 6 NYCRR Section 608.9(a). The authorized project, as conditioned, will also comply with applicable New York State water quality standards, including but not limited to effluent limitations, best usages and thermal discharge criteria, as applicable, as set forth in 6 NYCRR Parts 701, 702, 703, and 704.

GENERAL CONDITIONS - Apply to ALL Authorized Permits:

1. **Facility Inspection by The Department** The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

2. **Relationship of this Permit to Other Department Orders and Determinations** Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

3. **Applications For Permit Renewals, Modifications or Transfers** The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator
NYSDEC Region 9 Headquarters
270 Michigan Ave
Buffalo, NY14203 -2915

4. **Submission of Renewal Application** The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Freshwater Wetlands, Water Quality Certification.

5. **Permit Modifications, Suspensions and Revocations by the Department** The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

a. materially false or inaccurate statements in the permit application or supporting papers;

b. failure by the permittee to comply with any terms or conditions of the permit;

c. exceeding the scope of the project as described in the permit application;

d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;

e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

6. **Permit Transfer** Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification
The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

Item B: Permittee's Contractors to Comply with Permit
The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

Item C: Permittee Responsible for Obtaining Other Required Permits
The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

Item D: No Right to Trespass or Interfere with Riparian Rights
This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Exhibit 16 – Redline Draft of Proposed Amended Findings for Proposed Mixed-Use Project on Site "A" of Muir Woods Property

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Town of Amherst
Brian J. Kulpa
Town Supervisor

AMENDMENT #51 TO THE AUDUBON DEVELOPMENT PLAN
TO RECLASSIFY A PORTION OF 326± ACRES OF LAND
FROM NCD-ND & NCD-MOS to NCD-GC, NCD-RI & NCD-MOS
1081 & 1121 North French Road
(Z-9-02)

CERTIFICATION OF AMENDED FINDINGS

Having considered the Draft and Final Generic EIS documents, and having considered the preceding written facts and conclusions relied upon to meet the requirements of 6 NYCRR 617, this Amended Statement of Findings certifies that:

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

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

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

TOWN OF AMHERST
Name of Agency

Signature of Responsible Official

BRIAN J. KULPA
Name of Responsible Official

TOWN SUPERVISOR
Title of Responsible Official

September 27, 2021
Date

5583 MAIN STREET, WILLIAMSVILLE, NY 14221
Address of Agency

Amherst Municipal Building | 5583 Main Street | Williamsville NY 14221
716-631-7032 | bkulpa@amherst.ny.us | www.amherst.ny.us

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

RESOLUTION

WHEREAS, following the April 16, 2004 submittal of a Draft Generic Environmental Impact Statement (DGEIS) prepared by Ciminelli Development Company, Inc., the DGEIS was accepted by the Town Board on September 7, 2004. The DGEIS was submitted for the proposed rezoning from NCD-ND & NCD-MOS to NCD-GC, NCD-RI & NCD-MOS and development of 326± acres of land located at1081 & 1121 North French Road. On October 28, 2004, the Planning Board held a public hearing on the DGEIS and rezoning request and recommended approval of the subject petition. Subsequently, a public hearing on the DGEIS and rezoning request was held by the Town Board on March 2, 2005. A Final Generic Environmental Impact Statement (FGEIS) was accepted by the Town Board on November 5, 2007, and a Notice of Completion of the FGEIS was filed on November 14, 2007; and

WHEREAS, the Planning Board and the Town Board have considered the content of the DGEIS, the FGEIS, and all other documents and comments and submissions made during and after the hearings.

WHEREAS, on February 18, 2014, the Project Sponsor submitted an Application to Amend the Findings Statement and Audubon Development Plan along with supporting documentation. The Planning Board held a public hearing on the Application during its meeting on March 14, 2014 and it recommended approval of the Application. On June 16, 2014, the Town Board held a public hearing on the Application but did not issue a decision on the Application.

WHEREAS, on August 17, 2015, the Project Sponsor submitted an Amended Application to Amend the Findings Statement and Audubon Development Plan for the purpose of modifying the Application filed on February18, 2014.

WHEREAS, the Planning Board held a public hearing on the Amended Application during its meeting on September 17, 2015 and the Planning Board recommended in favor of the Application. On November 16, 2015, the Town Board held a public hearing on the Application. On December 7, 2015, the Town Board voted to issue an Amended Findings Statement based on its determination that the potential modifications to the Muir Woods Project will not result in any potentially significant adverse environmental impacts that were not thoroughly evaluated in connection with the comprehensive environmental review of the Project that concluded with the original issuance of a Findings Statement on December 17, 2007.

WHEREAS, the Planning Board conducted a coordinated environmental review of the development of Sites C and D of the overall Project Site as a 133 lot residential subdivision. On September 14, 2017, the Planning Board issued a negative declaration pursuant to SEQRA for the subdivision based on its determination that the subdivision would not result in any potentially significant adverse environmental impacts.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

WHEREAS, on April 15, 2019, the Project Sponsor submitted an Application to Amend the Findings Statement and Audubon Development Plan along with supporting documentation. The requested amendment of the Findings Statement issued by the Town Board on December 17, 2017 was to allow student housing to be developed on Site B of the overall Muir Woods Project Site ("Application to Amend the Findings Statement"). The Planning Board held public hearings on the Application to Amend the Findings Statement during its meeting on May 16, 2019 and June 20, 2019 it adopted a resolution recommended approval of the Application to Amend the Findings Statement during its meeting on June 20, 2019.

WHEREAS, on August 5, 2019, the Town Board held a public hearing on the Application to Amend the Findings Statement. On August 5, 2019, the Town Board voted three to one to amend the Findings Statement based on its determination that the potential modifications to the Muir Woods Project will not result in any potentially significant adverse environmental impacts that were not thoroughly evaluated in connection with the previous comprehensive environmental review of the Project that concluded with the issuance of a Findings Statement on December 7, 2007 and the issuance of an Amended Findings Statement on December 7, 2015.

WHEREAS, on June 24, 2020, the Project Sponsor submitted an Application to Amend the Findings Statement issued by the Town Board on December 17, 2017 and to Amend the Comprehensive Plan for Site A of the Muir Woods Project to allow a mixed-use project to be developed on Site A of the overall Muir Woods Project Site (hereinafter collectively the "Application to Amend the Findings Statement"). The Planning Board held a public hearing on the Application to Amend the Findings Statement during its meeting on August 20, 2020 and at the same meeting adopted a resolution recommending approval of the Application to Amend the Findings Statement by the Town Board.

WHEREAS, on October 6, 2020, the Town Board held a public hearing on the Application to Amend the Findings Statement. On October 19, 2020, the Town Board voted to issue the Amended Findings Statement based on its determination that the potential modifications to the Muir Woods Project will not result in any potentially significant adverse environmental impacts that were not thoroughly evaluated in connection with the previous comprehensive environmental review of the Project that concluded with the issuance of a Findings Statement on December 7, 2007, and the issuance of an Amended Findings Statements on December 7, 2015 and August 5, 2019.

WHEREAS, on July 7, 2021, Sawyers Landing LLC submitted an Application to Amend the Findings Statement issued by the Town Board on October 19, 2020 in order to seek to increase the allowable residential density from 202 units to 258 units. The Planning Board held a public hearing on the Application to Amend the Findings Statement during its meeting on August 19, 2021 and at the same meeting adopted a resolution recommending approval of the Application to Amend the Findings Statement by the Town Board.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Certification of Amended Findings
Amendment #51 to the Audubon Development Plan (Z-9-02)

WHEREAS, on September 27 2021, the Town Board held a public hearing on the Application to Amend the Findings Statement. On September 27 2021, the Town Board voted to issue the Amended Findings Statement based on its determination that the potential modifications to the Muir Woods Project will not result in any potentially significant adverse environmental impacts that were not thoroughly evaluated in connection with the previous comprehensive environmental review of the Project that concluded with the issuance of a Findings Statement on December 7, 2007, and the issuance of an Amended Findings Statements on December 7, 2015 and August 5, 2019 and October 19, 2020.

WHEREAS, on June 24, 2024, Sawyers Landing LLC submitted an Application to Amend the Findings Statement issued by the Town Board on September 27, 2021 in order to modify the allowable uses on Site A of the overall Muir Woods Project Site [50 Dodge Road] to include a four-story climate controlled storage building and also to reclassify 13.452 acres of 50 Dodge Road from NCD-RI to NCD-LC.

The Planning Board held a public hearing on the Application to Amend the Findings Statement during its meeting on _____, 2024 and adopted a resolution recommending that the Town Board _____ the Application to Amend the Findings Statement and to reclassify 13.452 acres of 50 Dodge Road from NCD-RI to NCD-LC.

WHEREAS, on _____, 2024, the Town Board held a public hearing on the Application to Amend the Findings Statement and to reclassify 13.452 acres of 50 Dodge Road from NCD-RI to NCD-LC.

WHEREAS, on _____, 2024, the Town Board voted to issue the Amended Findings Statement based on its determination that the potential modifications to mixed-use project at 50 Dodge Road will not result in any potentially significant adverse environmental impacts that were not thoroughly evaluated in connection with the previous comprehensive environmental review of the Project that concluded with the issuance of an Amended Findings Statement pursuant to SEQRA on September 27, 2021.

WHEREAS, on _____, 2024, the Town Board adopted a resolution to approve the reclassification of 13.452 acres of 50 Dodge Road from NCD-RI to NCD-LC.

NOW THEREFORE THE TOWN BOARD FINDS AND DETERMINES THAT:

1. These Amended Findings set forth specific conditions and criteria consistent with 6 NYCRR Sections 617.7, 617.9, 617.11, and 617.12 under which the site plan process can proceed. This process provides procedures to supplement the FGEIS if necessary and for public notice and opportunity to participate in hearings before the Town Planning Board before it approves a site plan. An Environmental Assessment Form will be required with site plan application for environmental

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

review. If the proposed development does not conform with these Amended Findings, a Supplemental Findings Statement, a supplement to the FGEIS, or a Negative Declaration shall be prepared to comply with 6 NYCRR Section 617.9.

2. The proposed mixed-use, student housing and residential development as presented in the FGEIS and the Application to Amend the Findings Statement submitted to the Planning Department on July 6, 2021 is consistent with the intent and objectives of the Zoning Ordinance.

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

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

5. As provided in 6NYCRR Part 617.10, the Town Board chose to require the preparation of a draft Generic Environmental Impact Statement (DGEIS) instead of a draft Environmental Impact Statement (DEIS) for this project. This decision was based on the scope and timetable of the development described by the Project Sponsor and depicted in the Conceptual Master Plan, which showed a multi-use development on 330± acres of land, to be built out over a 15-20 year period. The Board's decision is also based on the following reasons:

   - A DGEIS provides a lead agency with the framework for properly evaluating a conceptual master plan while identifying the important elements of the environmental setting associated with the project site. A DGEIS assesses a broad scope of a group of actions or a combination of effects from a single action.
   - The utilization of a DGEIS provides the Town Board with the authority to establish specific criteria and thresholds by which future actions such as site plan and subdivision applications will be reviewed, including requirements for ensuring subsequent compliance with SEQR.
   - The Town Board's decision to require the Project Sponsor to prepare a DGEIS acknowledges that the specific layout and appearance of the development cannot be determined at this time but rather will be decided over a period of several years and subject to market demands, and the development of the project will occur in stages.
   - The SEQR regulations state that a DGEIS is appropriate for a series or sequence of separate actions and/or projects that have wide application or restrict the range of future alternative policies.
   - The Town Board's utilization of a DGEIS affords it the opportunity to evaluate a broad range of anticipated impacts, and it also ensures that related actions will not be segmented in order to avoid the required analysis of the proposed development of the overall project site.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

6. By the time the Findings Statement was issued by the Town Board on December 17, 2007, the proposed Muir Woods development had been significantly revised since its initial submittal in 2002, resulting in a reduction in the commercial/office component of the project from 1.8± million sq. ft. to 700,000± sq. ft. and in the residential component from 200± units to 136± units. These changes were made in response to the NYS Department of Environmental Conservation, the U.S. Army Corps of Engineers and the public to minimize impacts to wetland areas to the greatest extent possible.

Following the issuance of the Findings Statement by the Town Board on December 17, 2007, the Project Sponsor obtained the required wetland permits from the New York State Department of Environmental Conservation and the United State Army Corps of Engineers. In an effort to address current market needs while maintaining the intent of the project site New Community District zoning, the Project Sponsor submitted an Application to Amend the Findings Statement in February of 2014 to expand the range of uses within Site B of the project site to specifically allow for multi-family housing in addition to the previously approved office/retail development.

Based on input received during the review of the Application to Amend the Findings Statement to allow for multi-family housing on Site B, the Project Sponsor submitted an Amended Application to Amend the Findings Statement and Audubon Development Plan on August 17, 2015 for the purpose of modifying the Application filed on February18, 2014. The Amended Application proposed to modify the permitted use of the eastern portion of Site B, comprised of approximately 26 acres. Pursuant to the updated Application, the western portion of Site B comprised of approximately 20 acres would have remained designated for commercial office and retail development per the Finding Statement issued by the Town Board on December 17, 2007.

Subsequent to the issuance of an Amended Findings Statement by the Town Board on December 7, 2015, the Project Sponsor sought the required approvals and permits for the development of Sites C and D of the Project Site as a 133 lot residential subdivision that includes a roadway connection to Campbell Boulevard on 520 Campbell Boulevard. The Planning Board thoroughly considered the potential adverse environmental impacts associated with the subdivision and issued a negative declaration pursuant to SEQR on September 14, 2017 based on its determination that the 133 lot residential subdivision on Sites C and D would not result in any potentially significant adverse environmental impacts. On September 14, 2017, the Planning Board granted Site Plan Approval for the subdivision, and on June 21, 2018 granted Final Plat Approval for the subdivision. A map cover for the approved 133 residential subdivision was filed with the Erie County Clerk's Office on July 24, 2018, and construction activities in furtherance of the construction of the subdivision began in the fall of 2018.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Following the issuance of the Amended Findings Statement by the Town Board on December 7, 2015, the Project Sponsor sought and obtained extensions of the expiration dates of the wetland permits previously issued by the New York State Department of Environmental Conservation and the United States Army Corps of Engineers.

In an effort to allow student housing to be developed on Site B while maintaining the intent of the New Community District zoning, the Project Sponsor submitted an Application to Amend the Findings Statement on April 15, 2019. The Project Sponsor sought an Amendment of the Findings Statement to expand the range of uses within Site B of the project site to specifically allow for student housing in addition to the previously approved multifamily housing on the western 20± acres of Site B and the previously approved office/retail development on the eastern portion of Site B.

In an effort to allow a mixed-use project to be developed on Site A while maintaining the intent of the New Community District zoning, the Project Sponsor submitted an Application to Amend the Findings Statement and the adopted Comprehensive Plan on June 24, 2020. The Project Sponsor sought an Amendment of the Findings Statement to modify the land use category within Site A of the project site to replace the previously proposed 237,000 sq. ft. maximum Flex office/R&D use with a mixed-use development including 2 four-story mixed-use buildings along the Dodge Road frontage of Site A, 45 two-family townhomes and 2 six-unit single-story multifamily buildings. The Project Sponsor sought to amend the Comprehensive Plan to designate Site A as appropriate for Mixed Residential use. In connection with the proposed mixed-use development of Site A, the Project Sponsor proposed to reduce previously approved impacts to the federal wetlands subject to the jurisdiction of the United States Army Corps of Engineers ("USACE") and also to the NYSDEC Freshwater Wetland and its regulated 100 ft. Adjacent Area.

On August 20, 2020, the Planning Board held public hearings in connection with its review of the Application to Amend the Findings Statement and the Comprehensive Plan as filed by the Project Sponsor on June 24, 2020. The Planning Board adopted resolutions during its meeting on August 20, 2020 by unanimous votes recommending that the Town Board issue the Amended Findings Statement and amend the Comprehensive Plan to designate Site A as appropriate for Mixed Residential use.

On October 6, 2020, the Town Board held public hearings in connection with its review of the Application to Amend the Findings Statement and the Comprehensive Plan as filed by the Project Sponsor on June 24, 2020. On October 19, 2020, the Town Board adopted Resolution 2020-791 for the purpose of issuing an Amended Findings Statement to allow Site A of the Muir Woods

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Property to be developed as a mixed-use residential/commercial project instead of the previously proposed flex office/R&D buildings. Resolution 2020-791 as adopted by the Town Board on October 6, 2020 also authorized the acquisition of approximately 43 acres of Permanent Open Space via a donation by the property owner consisting of property to the west of Site B including the eastern portion of Site A consisting of approximately 9.81 acres of wetlands subject to the jurisdiction of both the NYSDEC and USACE. During its meeting on October 19, 2020, the Town Board also adopted Resolution 2020-792 for the purpose of approving an amendment to the Comprehensive Plan to designate Site A as appropriate for a mixed-use residential/commercial use instead of the previously proposed flex office/R&D buildings

On December 24, 2020, the New York State Department of Environmental Conservation ("NYSDEC") issued an Amended Wetland Permit [Permit No. 9-1422-00398/0001] authorizing the impacts to NYSDEC Freshwater Wetlands and the associated regulated 100 ft. Adjacent Area in order to accommodate the mixed-use development of Site "A". The Amended Wetland Permit reduced the impacts to jurisdictional freshwater wetlands associated with the development of Site A from 9.46 acres to 1.2 acres and reduced the impacts with the development of Site A to the regulated 100 ft. wide adjacent area from 4.2 acres to 3.65 acres.

As a result of the Amended Wetland Permit issued by the NYSDEC on December 24, 2020, the development of the Muir Woods Property will result in permanent impacts to approximately 2.39 acres of State regulated wetlands (TE-22, TE-23 and TE-34), and 11.38 acres of State regulated 100 foot wide wetland adjacent area. As mitigation for those impacts the Project Sponsor is required to create 19.58 acres of in-kind and out-of-kind wetlands on the overall Muir Woods Property, in six areas, to replace the functions and benefits of the impacted wetlands. Additionally, there will be 4.3 acres of stream channel enhancement on-site as mitigation for State wetland regulated adjacent area impacts.

On February 25, 2021, the United States Army Corps of Engineers ("USACE") issued an Amended Wetland Permit [LRB-2001-00067] authorizing impacts to 6.09 acres of federal wetlands, which was a reduction of 6.92 acres of previously authorized impact of 13.01 acre to federal wetlands, in order to accommodate the mixed-use project on Site A.

On July 7, 2021, Sawyers Landing LLC filed an Application to Amend the Findings Statement to accommodate an increase of the allowable density of the residential component of the mixed-use project on Site A from 202 units to 258 units.

On September 27, 2024, the Town Board adopted Resolution No. 2021-818 for the purpose of approving the issuance of an Amended Findings Statement pursuant to SEQRA.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

7. A Supplemental GEIS, an option that the SEQR regulations leaves to the discretion of the Lead Agency, was not required for this project due to the Town Board's decision that the reduction in the project described in #6, above did not meet the criteria set forth in 6NYCRR Part 617.9(a)(7). Although the changes proposed by the Project Sponsor reduced the development significantly, it was not determined that the amended project would encroach on any land not initially identified in the scope of the original development proposal. The project changes also did not result in newly discovered information, and would not result in any significant environmental impacts not addressed or inadequately addressed in the DGEIS.

8. Traffic and Transportation (FGEIS Section 2.1)

Site specific requirements shall be established by the Town, County and State, as appropriate, as development applications are reviewed. The developer shall be responsible for any traffic mitigation required for development of the project site.

The potential traffic impacts associated with the original project proposal were clearly analyzed and identified within the Traffic Impact Study prepared by Stantec Consulting Services, Inc. dated March 2003 and updated August of 2005 in association with the acceptance of the FGEIS.

The Amended Findings Statement issued by the Town Board on August 5, 2019 included the consideration of adding student housing to the authorized uses of Site B pursuant to the Amended Findings Statement issued by the Town Board on December 17, 2007. The Project Sponsor submitted a Traffic Impact Study for the purpose of evaluating the potential traffic impacts of the development of Site B as a maximum of 515 student housing units. It was determined that the potential traffic impacts associated with student housing on Site B will be less than the potential traffic impacts of the development of Site B in its entirety as a maximum of 464,850 sq. ft. of commercial office and retail development pursuant to the Findings Statement issued by the Town Board on December 17, 2007.

The Town Board, as Lead Agency, requires that the Project Sponsor comply with the following mitigation measures during the development of the project site:

A. Provision for Future Extension of John James Audubon Parkway to North French Road

The extension of John James Audubon Parkway through the project site and connecting to North French Road was proposed in the initial Concept Plan submitted for the Muir Woods project in 2002. This proposal was also incorporated into the DGEIS submitted to the Town in 2004. The connection was removed from the Concept Plan in response to the requirement from the NYS Department of Environmental Conservation to further reduce impacts to State and federal wetlands. The Town of Amherst may in the future be interested in the

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

possibility of a future northerly extension of John James Audubon Parkway to North French Road while acknowledging such possible future extension would require approvals from both the NYS Department of Environmental Conservation and the United States Army Corps of Engineers.

The rationale for the road connection was found in several planning documents, both historical and recent:

- The Amherst Community Development Plan adopted by the Planning Board in 1975 includes the extension of the then-planned Lockport Expressway through the subject site as a future Minor Arterial road.
- A report prepared by NYSDOT in 1976 anticipated the extension of the John James Audubon Parkway and forecast its use by 1,950 vehicles per hour.
- The Amherst Bicentennial Comprehensive Plan, accepted by the Town Board in February 2004 and adopted by the Town Board in January 2007, identifies the "Audubon Parkway Extension" in the map showing the Future Thoroughfare System.

The 30+ years of anticipating this roadway connection point to its significance in meeting the transportation goal of improving circulation within the Town and the role this connection would play in overall Town development. Given its importance, the Town Board is requiring that the future location of this connector be shown on site plans submitted for review, and that sufficient land be reserved by the Project Sponsor for the eventual connection to be constructed. The road construction and alignment will be subject to approval by the NYSDEC and the U.S. Army Corps of Engineers, as applicable.

B. Residential Connection to Lynette Lane

The residential component of the proposed Muir Woods development to occur on Sites C & D may have a direct road connection to Lynette Lane. There will be no direct roadway connection to Nancy Lane. Non-residential traffic will be discouraged from using Lynette Lane through the implementation of various traffic calming measures to be proposed during the site plan review process for the development of Sites C & D, subject to review of such traffic calming measures by the Town Traffic-Safety Board and Fire Chief's Association. These measures include:

1. The lack of direct sight lines for motorists to discourage non-residential traffic from utilizing Lynette Lane to access North French Road;

2. Curvilinear road design; and

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

3. Installation of signage posting the road for "resident and emergency traffic only" or other such measure to prohibit non-residential traffic from travelling on Lynette Lane and the proposed public roadways within the existing residential subdivision;

If a problem is determined to exist based on the Phase 2 traffic study, further measures to discourage traffic of prohibit cut-through traffic will be considered.

C. No Internal Roadway Connection to Dodge Road

The internal connector road within the Muir Woods development is not proposed to have a westerly connection to Dodge Road; the only direct vehicular connection to Dodge Road will be from the portion of the project located in the western portion of the project site (Site A). If warranted at some future time by a traffic analysis, a connection to Dodge Road may be made from the internal connector road if required permits for such a roadway connection can be obtained from the NYSDEC and the US Army Corps of Engineers.

D. Updated Traffic Impact Study

The Traffic Impact Study will be updated when any of three established thresholds are met:

1. Completion of Phase I development, defined as full build-out of Site B, or

2. prior to approval of any site plan in Site C or Site D or any direct or indirect connection to any of the Sites with Lynette Lane, or

3. when the number of combined vehicular trips entering and exiting the site during the AM weekday peak travel hour reaches 858 trips, or

4. when the number of combined vehicular trips entering and exiting the site during the PM weekday peak travel hour reaches 774 trips.

If actual conditions exceed projections, this will be reflected in the updated TIS to be prepared by the Project Sponsor, and the Project Sponsor may be required to implement traffic related mitigation measure sooner than expected.

Any mitigation measures, including off-site mitigation measures that are required as a result of the updated TIS, shall be the sole obligation of the Project Sponsor, if approved. Any off-site improvements, including the acquisition of private property required to make those improvements, shall be conditions of any site plan approval and treated as Public Improvement Permits (PIPs) for the purpose of final permitting. At no time shall the Town be required to make any off-site

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

improvements or acquire private property, either by purchase or through its eminent domain powers, to mitigate the impact of this development project.

E. Alternate Access to Campbell Boulevard

During the original environmental review of the proposed project which concluded with the Town Board's issuance of a Findings Statement on December 17, 2007, the Project Sponsor attempted to seek a vehicular connection from the site to Campbell Boulevard through property located at 520 Campbell Boulevard which is owned by the Williamsville Central School District. The Town also participated in efforts to obtain access to Campbell Boulevard via this property. These attempts were not successful.

The Project Sponsor eventually was successful in acquiring 520 Campbell Boulevard from the Williamsville Central School District on December 5, 2017 and the approved 133 residential subdivision on Sites C and D includes a public roadway connection on 520 Campbell Boulevard to Campbell Boulevard.

F. Construction Vehicles

As part of the public comment period for the project, concerns were raised regarding the use of construction vehicles on existing residential streets in the adjacent Franklin Heights Subdivision to access the project site during project construction. In order to avoid the adverse environmental impacts associated with construction vehicles, existing residential streets shall not be utilized by construction vehicles to access the project site. The infrastructure to be constructed for the project shall be appropriately sequenced so that construction vehicles can access the site via the northerly extension of John James Audubon Parkway and Doge Road only.

Any future builder, owner or developer who purchases lots for development within Site C & D shall be prohibited from using Lynette Lane as a means of access for construction vehicles. A deed restriction incorporating this restriction shall be a prerequisite of the sale of any lots within Sites C and D. and the Town shall be provided with a copy of the recorded deed restriction, which shall not be recorded at the Erie County Clerk's Office until the content and form of the deed restriction has been reviewed and approved by the Building Department and Town Attorney's Office.

On June 21, 2018, a Declaration of Restrictions was recorded at the Erie County Clerk's Office (Liber 11330 of Deeds at Page 8243) for the purpose of complying with the relevant portion of the Amended Findings Statement prohibiting construction vehicles from utilizing Lynette Lane for access by construction vehicles.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

G. Break in Access for Connection to Lockport Expressway (I-990)

The proposed northerly extension of John James Audubon Parkway as a Town roadway to provide access to the project site requires a break in access to the Lockport Expressway (I-990). The NYSDOT has been aware of this requirement since the initial petition by the Project Sponsor in 2002. Prior to the granting of the break in access, several conditions must be met, including completion of any required environmental compliance. Once completed and inspected, the Project Sponsor will be required to dedicate the northern extension of John James Audubon Parkway to the Town for permanent use as a public roadway to be dedicated to the Town of Amherst.

On May 20, 2019, the Town Board adopted a resolution stating the Town will serve as the applicant for the required Break-in-Access for the proposed northerly extension of John James Audubon Parkway as a public roadway to be dedicated to the Town of Amherst.

The Town filed an Application for Break-in-Access with the New York State Department of Transportation on August 21, 2019. The NYSDOT has not yet issued a decision on the pending request for Break-in-Access approval.

The Break-in-Access for the proposed northerly extension of John James Audubon Parkway as a public roadway to be dedicated to the Town of Amherst will result in numerous public benefits including, but not limited to, accommodating the potential future extension of the NFTA light rail and a terminus for such light rail on Site B, publicly accessible parking for a recreational trail that will cross the overall Muir Woods Project Site and connect to the Town's recreational trail (extending from Niagara Falls Boulevard to the trailhead near the intersection of North Forest Road and Maple Road), and a potential future extension of John James Audubon Parkway as a public roadway connecting to North French Road.

H. Traffic Mitigation Measures

Dodge Road / Project Site Roadway

Phase I development:

- Installation of a stop sign to the southbound (site driveway) approach
- Construction of one shared left-right turn lane for southbound site driveway approach

Full development:

- No additional improvements

John James Audubon Parkway / I-990 Ramps

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Phase I development:
Upon the completion of Phase I development, (Phase I development defined in Section 8, Part D.1. of this Amended Findings Statement) the Project Sponsor shall be required to provide a current trip count Report for both the a.m. and p.m. peak travel hours. Subject to the findings of a warrant analysis prepared in accordance with appropriate traffic engineering standards as determined by the updated trip count Report and based on an analysis of the potential impacts upon existing Levels of Service at this intersection, the Project Sponsor may be required to work with the New York State Department of Transportation to provide the following mitigation measures:

- Installation of traffic signals, each with their own controller, at both the northbound and southbound I-990 to John James Audubon Parkway
- Installation of a wire connection between these two new signals and the existing traffic signal at John James Audubon Parkway and Dodge Road in order to coordinate all three traffic signals
- Widening of both the northbound and southbound I-990 off-ramps to provide one additional turning lane on each ramp approach to John James Audubon Parkway

Full development: If any of the thresholds identified in 'D' above are met, the following improvements will be evaluated and may be required:

- installation of a third lane to the northbound off-ramp in order to provide two left turn lanes and one right turn lane
- add a free-flow southbound right turn lane at the southbound ramp, including a second receiving lane on the ramp to merge to one lane prior to the I-990 mainline

Dodge Road / John James Audubon Parkway

Phase I development:

- Traffic signal timings will need to be adjusted periodically over time as warranted by changing travel patterns

Full development:

- Construction of a westbound right turn lane. It is anticipated that this improvement will be required when approximately 75% of the development is complete or when the number of westbound right turning vehicles from Dodge Road exceeds 300 vehicles per hour during the morning peak travel period.

North French Road / Sweet Home Road

Phase I development:

- Adjustments to traffic signal timing as travel patterns warrant modification

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Full Development:

- Construction of an eastbound right turn lane. Traffic volumes turning right at this location currently exceed guidelines recommended in the Highway Capacity Manual for consideration of installing a separate right turn lane. While construction of this lane is currently warranted to address current existing traffic operations in the area, it will not be needed as a result of traffic to be generated by the proposed development of the project site until approximately 90% of the proposed development has been completed, since new traffic projected to be generated by the project will only add a few additional vehicular trips to this traffic movement.
- Modify signal timings during both the morning and evening peak hours, as necessary. Recent improvements to this intersection to provide protected phasing for the left turns will reduce the number of left turn accidents at this location. Additionally, future planned improvements to be implemented by Erie County will assist in further reductions in the number of accidents at this intersection.

North French Road / Campbell Boulevard

Phase I development

- Adjustments to traffic signal timing as travel patterns warrant modification

Full development:

- Add protected/permitted phasing for eastbound, northbound and southbound left turns when the traffic signal is upgraded in association with the improvement identified above.

North French Road / I-990 Ramps
Dodge Road / Sweet Home Road
Dodge Road / Campbell Boulevard

Phase I development:

- Modify signal timings for both the morning and evening peak travel hours as traffic patterns change.

Full development:

- Modify signal timings for both the morning and evening peak travel hours as traffic patterns change.

North Forest Road / John James Audubon Parkway

Phase I and/or Full development:

- Add protected/permitted phasing for the southbound left turn movement when warranted

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- Modify signal timings during both peak travel periods, as traffic patterns change

North French Road / Lynette Lane

Phase I development:

Based on the most current Traffic Impact Study addressing the impact on Lynette Lane and its intersection with North French Road, Lynette Lane as currently constructed may not be adequate to support the traffic associated with full build-out of the proposed development plan. Consequently, the Project Sponsor acknowledges its potential obligation to make off-site improvements to Lynette Lane and its intersection with North French Road, should any site plan be approved. See Section 8.D of this Certification of Findings.

- If the updated TIS identifies traffic mitigation measures reasonably necessary to accommodate traffic from development of the project site, and such mitigation measures cannot be mitigated by the Project Sponsor, then the scope of the project may be limited.

Route 62 / East Robinson Road
Campbell Boulevard / Tonawanda Creek Road
Millersport Highway / Campbell Boulevard / Stahl Road

Phase I and Full development:

- Modify signal timings for both the morning and evening peak travel hours as traffic patterns change.

9. Wetland Issues (FGEIS Section 2.2)

The proposed Muir Woods project will result in permanent impacts to approximately 10.98 acres of State regulated wetlands (TE-22, TE-33 and TE-34), 13.46 acres of State regulated 100-foot wide wetland adjacent area, and 19.12 acres of federal wetlands. According to the Permit Transmittal Letter dated November 30, 2009, the NYSDEC has officially issued a Freshwater Wetlands Permit (Permit ID 9-1422-00398/00001) and Water Quality Certification (Permit ID 9-1422-00398/00002) for the permanent wetland impacts as identified.

On June 1, 2018, the NYSDEC issued a modification of Permit No. 9-1422-00398/00002 (Modification No. 1 of Permit No. 9-1422-00398/00002) that applies to the development of Sites C and D as a 133 lot residential subdivision. On August 29, 2018, the NYSDEC issued a modification of Permit No. 9-1422-00398/00001 and Permit No. 9-1422-00398/00002 (Modification No. 1 of Permit No. 9-1422-00398/00001 and Modification No. 2 of Permit No. 9-1422-

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00398/00002"). On January 10, 2019, the NYSDEC issued Modification No. 3 of Permit No. Permit No. 9-1422-00398/00001 to extend the expiration date of the wetland permit to November 30, 2024.

On December 24, 2020, the New York State Department of Environmental Conservation ("NYSDEC") issued an Amended Wetland Permit [Permit No. 9-1422-00398/0001] authorizing impacts to NYSDEC Freshwater Wetlands and the associated regulated 100 ft. Adjacent Area in order to accommodate the mixed-use development of Site "A". The Amended Wetland Permit reduced the impacts to jurisdictional freshwater wetlands associated with the development of Site A from 9.46 acres to 1.2 acres and reduced the impacts with the development of Site A to the regulated 100 ft. wide adjacent area from 4.2 acres to 3.65 acres.

As a result of the Amended Wetland Permit issued by the NYSDEC on December 24, 2020, for the development of the Muir Woods Property will result in permanent impacts to approximately 2.39 acres of State regulated wetlands (TE-22, TE-23 and TE-34), and 11.38 acres of State regulated 100 foot wide wetland adjacent area. As mitigation for those impacts the Project Sponsor is required to create 19.58 acres of in-kind and out-of-kind wetlands on the overall Muir Woods Property in six areas, to replace the functions and benefits of the impacted wetlands. Additionally, there will be 4.3 acres of stream channel enhancement on-site as mitigation for State wetland regulated adjacent area impacts.

Additional wetland findings include the following:

- The project will not create a regulated 100-ft. wetland buffer area that crosses any property line adjacent to the project site. The on-site mitigation areas will be designed so that they will be located at least 100 ft. from neighboring properties.

- As mitigation for the impacts as identified, the project includes creation of 26.917 acres of in-kind and out-of-kind wetland on-site, in several areas, to replace the functions and benefits of the impacted wetlands. There will be 4.3 acres of stream channel enhancement on-site (totaling approximately 2,630 linear feet).

- The development of the eastern portion of Site B for residential purposes, shall not include any owner occupied housing units within the State regulated wetland or the 100 ft. regulated Adjacent Area that do not involve oversight by either a homeowners or condominium association to ensure there will not be any impacts into the 100 ft. regulated wetland Adjacent Area that is to be preserved on Site B.

Federal Wetlands:

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As stated in its letter dated August 27, 2007, the United States Army Corps of Engineers (USACE) has field verified that the federal wetland boundaries located on the Muir Woods project site as shown on the wetland delineation map prepared by Greenman-Pedersen, Inc. dated May 2007 are accurate. The wetland areas were delineated by Earth Dimensions, Inc. and summarized in a final wetland delineation report dated May 16, 2007.

The Project Sponsor provided a complete Joint Application For Permit for wetland impacts associated with the project to the USACE and NYSDEC as of June, 2009. After thoroughly reviewing the complete application and associated wetland impacts, the USACE issued a Validated Department of the Army Permit for wetland impacts associated with the project as of May, 2012. Additionally, having thoroughly reviewed the complete application and associated wetland impacts, the NYSDEC officially issued a Freshwater Wetland Permit and Water Quality Certification for wetland impacts associated with the project as of November, 2009.

On May 14, 2012, the United States Army Corps of Engineers ("USACE") issued Department of Army Permit No. 2001-00067. The permit issued by the USACE permitted to impact 17.83 acres of Federal wetland, and 1.29 acres (approximately 5227 linear feet) of jurisdictional tributaries for the construction of Muir Woods project. On May 6, 2016, the USACE extended the permit expiration dated from May 14, 2012 to November 30, 2019. The USACE issued a modification of Permit No. 2001-00067 on June 20, 2018 in connection with the development of Sites "C" and "D" as a residential subdivision. On January16, 2019, the USACE extended the expiration date of Department of Army Permit No. 2001-00067 to November 30, 2024.

On February 25, 2021, the United States Army Corps of Engineers ("USACE") issued an Amended Wetland Permit [LRB-2001-00067] authorizing impacts to 6.089 acres of federal wetlands, which was a reduction of 6.921 acres of previously authorized impact of 13.01 acre to federal wetlands, in order to accommodate the mixed-use project on Site A.

10. Wildlife / Biological Resources (FGEIS Section 2.3)

The NYSDEC's Natural Heritage Program has reported no record of known occurrences of rare or state-listed animals or plants, significant natural communities, or other significant habitats, on or in the immediate vicinity of the project site. The Project Sponsor will be required to implement the following mitigation measures in order to minimize impacts to wildlife resources to the maximum extent practicable:

- A comprehensive erosion control plan will be developed and implemented to protect vegetation and water quality.

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- Off-limit areas, including wetlands, will be delineated prior to construction to avoid or minimize impacts to vegetation. The construction workforce will be educated as to respecting and adhering to physical boundaries of off-limit areas.

- Best Management Practices will be followed during construction.

- The establishment of invasive vegetative species will be deterred through manual extraction and rapid establishment of desirable vegetation. Exposed and disturbed soils will be seeded, planted and mulched to prevent the colonization of invasive species. Volume 8 of the Appendix of the FGEIS at Exhibit F (*SJWPA Appendix* M) contains a discussion of the proposed on-site wetland mitigation including the protection of habitat areas.

- Waterfowl activity will be deterred in the off-site wetland mitigation area located in the Town of Newstead through the use of mylar tape, snow fencing, 4-7 ft. tree plantings and the seeding of upland grassland areas with a cool season grass.

- The proposed on-site wetland mitigation system will be designed to provide seasonal aquatic habitat for fish, waterfowl and amphibians; habitat for multiple covertypes of wetland plant species; and passerine bird nesting, feeding and resting habitat.

- The project site historically has had an elevated number of deer-vehicle accidents on the roads surrounding the parcel. This parcel is a portion of a much larger habitat area which also includes Nature View Park to the north and is not a "closed" habitat area. The Planning Department, in conjunction with the Police Department, will continue to monitor the deer population throughout the Town and implement approved methods of reducing deer/vehicle accidents in accordance with the Deer-Vehicle Accident Management Plan.

11. Drainage and Flooding (FGEIS Section 2.4)

The following measures shall be implemented by the Project Sponsor to mitigate drainage and flooding impacts to the maximum extent practicable:

A. The Town Highway Department shall have access to all Town ditches that are on the subject property including Town ditches 4, 4A, 4B and 4C. The Project Sponsor will be required to grant public easements to the Town to these ditches to ensure their proper maintenance. No aspect of the Muir Woods development

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will inhibit access to Town ditches or create undue burden to the Town for restoration of easement property used to access Town ditches. On June 28, 2018, the Project Sponsor recorded a Permanent Access and Drainage Easement at the Erie County Clerk's Office (Liber 11331 of Deeds at Page 1521) for the purpose of granting the Town an easement to access town ditches and stormwater management facilities on the Project Site including the existing lake.

B. The project site and the surrounding vicinity are known as locations for high amounts of beaver and mosquito activity. Access to the Town Highway Department for control of this activity in Town ditches or other areas of the development shall be provided.

C. The Project Sponsor shall be responsible for cleaning and debrushing of all Town ditches located on the project site during the initial construction phases of the project. The Project Sponsor will also be responsible for long-term maintenance of stream/drainage features and detention/stormwater basins; for maintenance of on-site wetland mitigation areas during the monitoring period; and for the construction of all drainage improvements required for development of the project site.

D. The Project Sponsor shall be required to construct any ponds and sand filters required stormwater quality treatment. All ponds and sand filters to be constructed on the project site will be privately owned and maintained, with public drainage easement to be granted by the Project Sponsor to allow Town to properly maintain the inlet and outlet pipes of any wet ponds.

E. All stormwater runoff will be treated to standards approved by the Town Engineering Department prior to discharging into the existing lake on the project site or Town ditches. No additional detention is being proposed for the Muir Woods development for stormwater quantity control.

F. All buildings in the west portion of the Muir Woods site located within the Ellicott Creek flood plain will be at a minimum elevation of 576.0 feet, or one foot above the base flood elevation as determined by the Town Building Commissioner.

As development is proposed, specific drainage plans will be reviewed and approved by the Town Highway and Engineering Departments and the NYS Department of Environmental Conservation/US Army Corps of Engineers during site plan review, to ensure there is no adverse impact to the Ellicott Creek Flood Control system.

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G. Upon development, the existing 32± acre lake in the southeast portion of the project site will be maintained with a normal lake level of 569.55 feet. The existing 42-inch CMP outlet at the west end of the lake will remain as it is. All stormwater from the east side of the development around the lake will pass through a stormwater quality treatment facility consistent with the NYS Stormwater Management Design Manual and Phase II Stormwater SPDES requirements prior to entering the lake. This system currently designed as sand filters may evolve into wet ponds, bio-retention filters, and/or other acceptable practices under the Design Manual and SPDES requirements.

H. Backyard runoff from proposed residential units will be separated from wetland mitigation areas and wetlands either by a ditch or rear yard drains to preclude pollution of those areas by lawn chemicals, per NYSDEC letter dated October 26, 2007.

I. A detailed Stormwater Pollution Prevention Plan (SWPPP), including a Sediment and Erosion Control Plan, for the various phases of the project including any related on-site drainage areas shall be submitted as specific site plans are submitted for review. The Stormwater Pollution Prevention Plan for each phase of the project will need to be reviewed and approved by the Town's Engineering Department.

J. The Project Sponsor shall be required to comply with the findings and recommendations of the Preliminary Drainage report prepared by Greenman-Pedersen, Inc. in August 2007 and any updated reports during the course of development.

K. The Project Sponsor will provide backyard drainage for the existing homes that are directly adjacent to the portions of the project site that will be developed for residential use. This requirement pertains to Sites and D. Additional drainage improvements for the areas along the rear yards of the homeowners on Nancy Lane will also be installed by the Project Sponsor. The drainage pipe to be installed in the rear yards of the new residential units that will be integrated with the new drainage swale behind the residents of Nancy Lane will be a minimum diameter of 12 inches.

12. Character and Quality of Life Issues (FGEIS Section 2.5)

A. Setbacks

On those portions of the project site where commercial or student housing development will be directly adjacent to existing residential areas (i.e. Bucyrus Heights), setbacks will retain existing vegetation to a depth that

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provides an adequate buffer. The following minimum setbacks will be required:

- The planting of additional trees and shrubs by the Project Sponsor within the minimum setback area may be required to supplement the existing vegetation in order to provide adequate buffers.

- A combination of earthen berms and new vegetation will be required in those portions of the minimum setback area where there is not sufficient existing vegetation to provide an adequate buffer. The minimum height at the top of berms shall be three feet, and the maximum slope shall be 1 on 3 (33%) to promote the growth and long-term viability of trees and shrubs planted on the berms. Berms should have a natural appearance by varying their width and height.

- Site A (western portion of the project site – 50 Ddoge Road) – This portion of the project site will be utilized for mixed-use; a portion of Site A is located directly south of the Bucyrus Heights subdivision.

  ~~• 25 ft. minimum building setback from residential lot line for single-story residential buildings.~~

  • 3190 ft. minimum building setback from residential lot line for attached and detached -two-family -townhome style units.

  • 250 ft. minimum building setback from residential lot line for four-story mixed use buildings.

  • 400~~250~~ ft. minimum building setback from residential lot line for four-story multifamily building.

  • 450 ft. minimum setback from residential lot line for four-story climate controlled storage building.

  • 60 ft. parking setback from residential lot line

- Site B (center portion of site) – This portion of the project site will be developed around the extended John James Audubon Parkway as a public roadway to be dedicated to the Town of Amherst. Site B will be developed as student housing or for the land uses permitted pursuant to the Amended Findings Statement issued by the Town Board on December 17, 2015. The following setback standards apply to the development of Site B:

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- 60 ft. building setback from residential lot line. If the height of any proposed buildings exceeds 50 feet, the required minimum building setback shall be equal to the height of the proposed building.

- 90 ft. parking setback to residential lot line

B. Building Height

The following maximum building heights will be observed for the proposed development:

- Site A (western portion of the project site) – This portion of the project site will be the location of mixed-use and residential buildings and a portion of Site A is located directly south of the Bucyrus Heights subdivision.

  - Maximum building height for mixed-use buildings, ~~and~~ multifamily buildings and climate controlled storage building shall be four-stories and 60~~55~~ ft. as measured from the finished grade to the top of any parapet (excluding any rooftop mechanical equipment). All mechanical equipment shall be properly screened in accordance with the standards contained in the Zoning Code adopted by the Town Board in May of 2006.

  - Maximum height of any residential buildings within 90 ft. of a residential lot shall be 3~~2~~5 ft.

- Site B (center portion of the project site) – This site will be developed around the extended John James Audubon Parkway as a public roadway to be dedicated to the Town of Amherst. Site B will be developed as student housing or Site B will be developed as permitted to the Amended Findings Statement issued by the Town Board on December 17, 2015.

  - There will not be a maximum height for buildings to be constructed on Site B. All buildings will be required to comply with a minimum required setback that shall be the greater of 50 feet or the height of the proposed building at the point of its maximum height (including rooftop mechanicals, etc.)

13. Soil Stability and Foundation Issues (FGEIS Section 2.6)

The Geotechnical Engineering Report prepared by McMahon & Mann Consulting Engineers, P.C. dated June 2005 includes findings and foundation considerations

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for future construction of the various components of the project. The report is included in Volume 6, Appendix I of the FGEIS.

The Town shall not grant site plan, subdivision or Public Improvement Permit (PIP) approval for construction of any component of the project (buildings, parking areas or infrastructure) unless the identified limitations as discussed in the McMahon & Mann report are adequately accounted for. The applicant shall be required to provide documentation of site-specific soil characteristics and comply with all relevant Town building codes regarding soil conditions.

Additional mitigation measures to be undertaken by the Project Sponsor, subject to determination by the Building Department, may include:

- Perform individual soil borings for each proposed structure to accurately determine the specific geotechnical design perimeters.
- Take measures to control the moisture content of the soils outside the structure. These may include installation of an irrigation system that would maintain near-saturated conditions in the soil around the structure during dry summer months, and/or installation of an exterior vapor barrier that extends out away from the structure around the perimeter.
- Monitoring of soil moisture with supplemental foundation watering during dry months.
- Use of a lower allowable bearing pressure for design of the spread footings.
- Placement of a minimum of two continuous #5 horizontal longitudinal reinforcing bars in each of the following locations: in the footing, at the base of the foundation wall, and at the top of the foundation wall.
- Use of an isolation joint between the basement floor slab and the foundation wall.
- Installation of a quality vapor barrier under the basement floor slab.
- Installation of a foundation drain system designed so that the floor elevation of the sump is above the elevation of the bottom of the footing.

14. Economic Impacts (FGEIS Section 2.7)

All infrastructure required to support the development of the project site will be installed at the Project Sponsor's expense. Town-wide or localized special assessment districts (sewer, water, highway, etc.) are established so operating cost can be spread over many taxpayers who use specific services.

According to the "Cost of Servicing/Revenues Generated Land Use Study" in December 2006 commissioned by the Amherst Industrial Development Agency, for every $1.00 attributed to residential use, $1.11 is expended in providing government services, while just $0.48 is expended for commercial use and $0.60 is expended for open land. As a predominantly commercial oriented mixed-use project, the estimated $3,500,000 in yearly tax revenue (2007 estimated) to the

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Town at full build out projected to be generated by the project is expected to cover the cost of any additional services including police and fire protection, snow plowing, maintenance of roads, water and sewer infrastructure, ditches, etc.

An economic real estate study for the proposed Muir Woods project was completed by Northeast Appraisers in March, 2002 which analyzed residential demand and property values. A subsequent Economic Analysis was completed by Real Property Services, LLC in July 2006, which is included in Appendix K, Volume 8 of the FGEIS. The conclusions of those reports are:

- There will be no negative impact on the marketability or values of nearby existing housing. The project may potentially have a positive impact on surrounding residential property values due to increased demand on desirability to live in close proximity to the development.

- The proposed project development will add over $70 million to the Town of Amherst tax base when completed, and generate over $3.4 million in tax revenue per year at stabilized 2008 levels.

- Over the first 10 years of development, the project is projected to generate over $21.4 million in tax revenue, as compared to total tax revenue of approximately $260,000 that would be generated if the project site remains as vacant land over the same period.

- It appears that both the Sweet Home and Williamsville School Districts will be impacted minimally with regards to expenditures on a per student basis. This takes into account that more than 50% of the residential development will consist of patio homes, which primarily cater to "empty nesters" and typically generate less students per household.

- The competitive advantages of the project site which are expected to support strong market absorption include its direct interchange access from the Lockport Expressway (I-990) and the high visibility of the site from expressway traffic.

15. Noise and Light Issues (FGEIS Section 2.9)

Noise – It is anticipated that the project site will be built-out in stages over many years and, as such, there is a need to impose mitigation measure for noise from construction activities to minimize this identified adverse environmental impact to the maximum extent practicable. Both temporary and long terms noise impacts may result from the construction activities on the project site as well as from the proposed use of the project site.

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Noise from construction-related activities, which will exceed local ambient levels for noise outside of structures, may cause some temporary annoyance to nearby residents. It is expected that this impact, caused by heavy equipment, construction vehicles and power tools, will continue throughout the duration of construction. In order to reduce this noise, the following measures will be undertaken by the Project Sponsor:

- Limit major construction activities to daytime hours
- Use of construction equipment with mufflers
- The preservation of existing vegetation to the greatest extent practicable will provide a noise barrier to existing residential areas.
- If blasting is required, the developer will follow all requirements of the Town Blasting Ordinance

Noise resulting from the occupation and usage of the buildings constructed on the project site can be expected to result in sound levels that are characteristic of suburban office and residential developments and should not be significant.

With the Lockport Expressway (I-990) forming the southern boundary of the project site, and its design as an elevated highway for a portion of this boundary, traffic is considered the largest source of existing noise. Levels from typical noise generators that may be expected to exist in the vicinity of the project site include:

Distant traffic (45 mph)	45 – 50 decibels
Passenger car pass-bys	70 decibels
Accelerating trucks	85 decibels
Distant aircraft noise	60 – 85 decibels

The Transportation Project Report for the Lockport Expressway evaluated the potential noise impacts of the entire I-990 project, including the interchange that will be improved in connection with the proposed project. A copy of the Noise & Air Pollution Study is found in Volume 6 of the Appendix of the DGEIS at Exhibit 30. In addition, there is not any development directly adjacent to the existing interchange that will be impacted by the proposed interchange improvements. To the south of the northbound off-ramp there are some residential units situated along Dodge Road. However, the planned improvements at the existing off-ramps will not result in a movement of traffic 50% or more closer to source receptors.

Light – To mitigate the light spillage from exterior lighting on adjacent residential properties, especially the Bucyrus Heights neighborhood, the following measures will be implemented:

- Appropriately located lighting, downward-directed lighting fixtures or hooded lighting will be used to prevent off-site light spillage on adjacent residential

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areas. The light fixtures and their placement will follow all Town of Amherst code requirements for usage and design. The Town Zoning Code requires a lighting plan to be submitted during the site plan review process, and the standards contained in the relevant section of the Zoning Code regulate lighting spillover from commercial locations onto adjacent residential land uses.

- Screening of proposed commercial buildings and parking lots will be provided through the creation of berms or landscaping elements on the periphery of developed areas (see Section 10A above).

16. Open Space and Recreation (FGEIS Section 2.10)

The proposed internal trail system shall be installed (Sites C & D) of the "The Preserve at Muir Woods" development, provided it does not impact regulated wetlands or is permitted by permits issued by the NYSDEC and/or USACE. Public access to a portion of the existing lake will be provided. The majority of State Wetlands TE-22, TE-33, and TE-34 will remain as Major Open Space (MOS). As a result of the modifications to the project, approximately 224± acres of the project site will be preserved as open space.

The proposed recreational trail connecting sites A, B, C, and D of the Muir Woods Development shall connect to the Town's existing trail system as shown in Figure 4 (Park, Open Space and Trail map) and Figure 2.1 (University Focal Planning Area Concept Plan) of the adopted Amherst Bicentennial Comprehensive Plan and shall be constructed by the Project Sponsor as part of the Muir Woods project. Each development site of the Muir Woods Development shall complete its portion of the trail system prior to the issuance of any certificate of occupancy by the Town of Amherst Building Department.

~~The Project Sponsor will work with the Town toward achieving the trail connections. An opportunity for a future multi-use trail connection northerly to Nature View Park shall be maintained in accordance with the Town Comprehensive Plan.~~

17. Other Issues (FGEIS Section 2.12)

A. Reclassification of Land

The entire project site is zoned New Community District (NCD), and no changes are proposed to remove the property from the NCD zoning district classification.

The original request by Ciminelli Development Company, Inc. in 2002 was to reclassify 326± acres of land from NCD-ND and NCD-MOS to

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NCD-GC, NCD-RI and NCD-MOS. This request was reviewed and commented on over a five year period. As a result of discussions with the NYS Department of Environmental Conservation during that time, the petitioner amended the original Muir Woods Concept Plan by reducing the overall development from 144 acres to 110 acres in order to minimize wetland impacts. In addition, the various components of the development were altered so that the proposed size of the commercial office/R&D space was reduced from 1.8 million sq. ft. to 700,000 sq. ft. The proposed "village center" originally envisioned was also eliminated. The result is a different land pattern from that initially proposed and one that is not consistent with the originally-requested reclassification districts.

The following additional steps shall be undertaken as part of the Findings for this project:

- The parcels to be reclassified to NCD-GC shall be deed restricted to prohibit the following uses:

    - Automobile sales and service facilities (except vehicles used primarily on the subject property)
    - veterinary clinics or kennels
    - gasoline service station will be prohibited around the existing lake

    On June 21, 2018, a Declaration of Restrictions was recorded at the Erie County Clerk's Office (Liber 11330 of Deeds at Page 8243) for the purpose of prohibiting the above described uses on the portion of the Project Site reclassified to NCD-GC.

- At the Town Board's direction, the Town shall initiate a reclassification of the remainder of wetland areas contained in the original project proposal as Major Open Space (MOS).

B. Land Use

The proposed development will follow the program summarized below as depicted in the original Findings Statement concept plan for the project dated September 2007, as depicted in the Concept Plan for Site B dated August 14, 2015, as the Concept Plan for Site B dated April 2, 2019showing a student housing project, or as the Concept Plan for Site A dated June 23, 2021 showing a mixed-use project:

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Certification of Amended Findings
Amendment #51 to the Audubon Development Plan (Z-9-02)

Development Site	Land Use	Maximum Developed Area	Development Program
Site A	Mixed-Use	17.42 acres	Maximum of two mixed-use buildings with a maximum height of 60 ft. and maximum combined footprint of 50,000 sq. ft., one-four story climate controlled storage building with a maximum footprint of 32,000 sq. ft.; ~~one four-story multifamily building with a maximum height of 55 ft. (48 units),~~ 49 one-family and two-family attached and detached townhomes ~~(98 units) and 12 standalone apartments with attached garages~~ and maximum height of 325 ft. The overall maximum allowed residential density on Site A is 258 units.
Site B (Option 1)	Class A Corporate office buildings	46 acres	Maximum of 464,850 sq. ft. of office/retail space
Site B (Option 2)	Residential/ Commercial	46 acres	Maximum of 192 residential units on the eastern portion of Site B (approximately 26 acres) and a maximum of 205,000 sq. ft. of office and commercial space on the western portion of Site B (approximately 20 acres)
Site B (Option 3)	Residential - Student housing	46 acres	Maximum of 515 student housing units
Sites C and D	Residential	37 acres	133 lot residential subdivision consisting of detached single-family homes on individual lots pursuant to the Map Cover filed at the Erie County Clerk's Office on July 24, 2018.

General components of the proposed development that will minimize adverse environmental impacts include:

- The maintenance of the remaining approximately 224± acres of the development site as permanent open space.
- Implementing a cluster pattern to maximize open space preservation.

C. Utility Infrastructure - In accordance with the October 17, 2007 letter received from the Erie County Department of Environment & Planning, all proposed sanitary sewer lines to be constructed to service both the residential and commercial portions of the project will be subject to review and approval by the Erie County Health Department. All systems installed or improved for the project will be undertaken by the Project Sponsor at its cost and will be required to meet all Town, County and State requirements.

D. Archaeological/Cultural Resources – One prehistoric archaeological site was discovered on the project site, with a Stage 2 archaeological study determining that the identified prehistoric archaeological site did not meet

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

the eligibility criteria for listing on the State or National Register of Historic Places. This finding was confirmed by the NYS Office of Parks, Recreation and Historic Preservation in its letter of October 10, 2001. No mitigation measures are needed for the subject development.

E. Air Quality – Potential impacts to air quality resulting from fugitive dust generated during construction activities will be minimized by the following measures:

- seeding and/or mulching exposed soils as soon as practicable and in accordance with the requirements and applicable regulations promulgated by the NYSDEC
- grading roadways and covering them with gravel during construction, periodically regarding, compacting and replacing gravel as necessary as determined by the Town
- wetting down temporary roads to be constructed on the project site during construction of the build-out of the project as needed throughout the duration of construction activities and as determined by the Town.

F. Condominium Designation - As originally proposed, the residential portion of the project was not to include the development of any units that will be filed as condominiums. The Project Sponsor previously offered to place a deed restriction to this affect as a condition of sale to any future builder, developer or owner of any lot on the subject site. On June 21, 2018, a Declaration of Restrictions was recorded at the Erie County Clerk's Office (Liber 11330 of Deeds at Page 8243) for the purpose of prohibiting the residential uses on the Project Site from utilizing the condominium form of ownership. The Project Sponsor is requesting that the Declaration of Restrictions be modified to allow the condominium form of ownership for the attached residential units to be developed on Site A.

18. Evaluation of Future Actions

In accordance with SEQR regulations, upon application to the Town for development of the project site that requires the submittal of an Environmental Assessment Form, the Town will be required to determine if the potential adverse environmental impacts associated with the development have been adequately identified and evaluated in the DGEIS, FGEIS, and this Amended Findings Statement, and whether the proposed development exceeds any of the thresholds and/or requirements contained in this Findings Statement. This determination must be made by the Town prior to the issuance of any discretionary land use approvals by the Town for the proposed development.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Certification of Amended Findings
Amendment #51 to the Audubon Development Plan (Z-9-02)

The following scenarios are put forth in Section 617.10(c) & (d) of the SEQR regulations:

A. If the Town determines that the proposed action is in conformance with the conditions and thresholds in the FGEIS or the Amended Findings Statement, then no further environmental review pursuant to SEQR will be required;

B. If the Town determines that the proposed action is adequately addressed in the FGEIS, but is not addressed or not adequately addressed in the Amended Findings Statement, then an amendment to this Amended Findings Statement must be prepared;

C. If the Town determines that the proposed action was not addressed, or was not adequately addressed, in the FGEIS, but it will not result in any significant environmental impacts, then a negative declaration must be prepared; or

D. If the Town determines that the proposed action was not addressed, or was not adequately addressed, in the FGEIS, and the action may have one or more significant adverse environmental impacts, than a supplement to the FGEIS must be prepared.

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

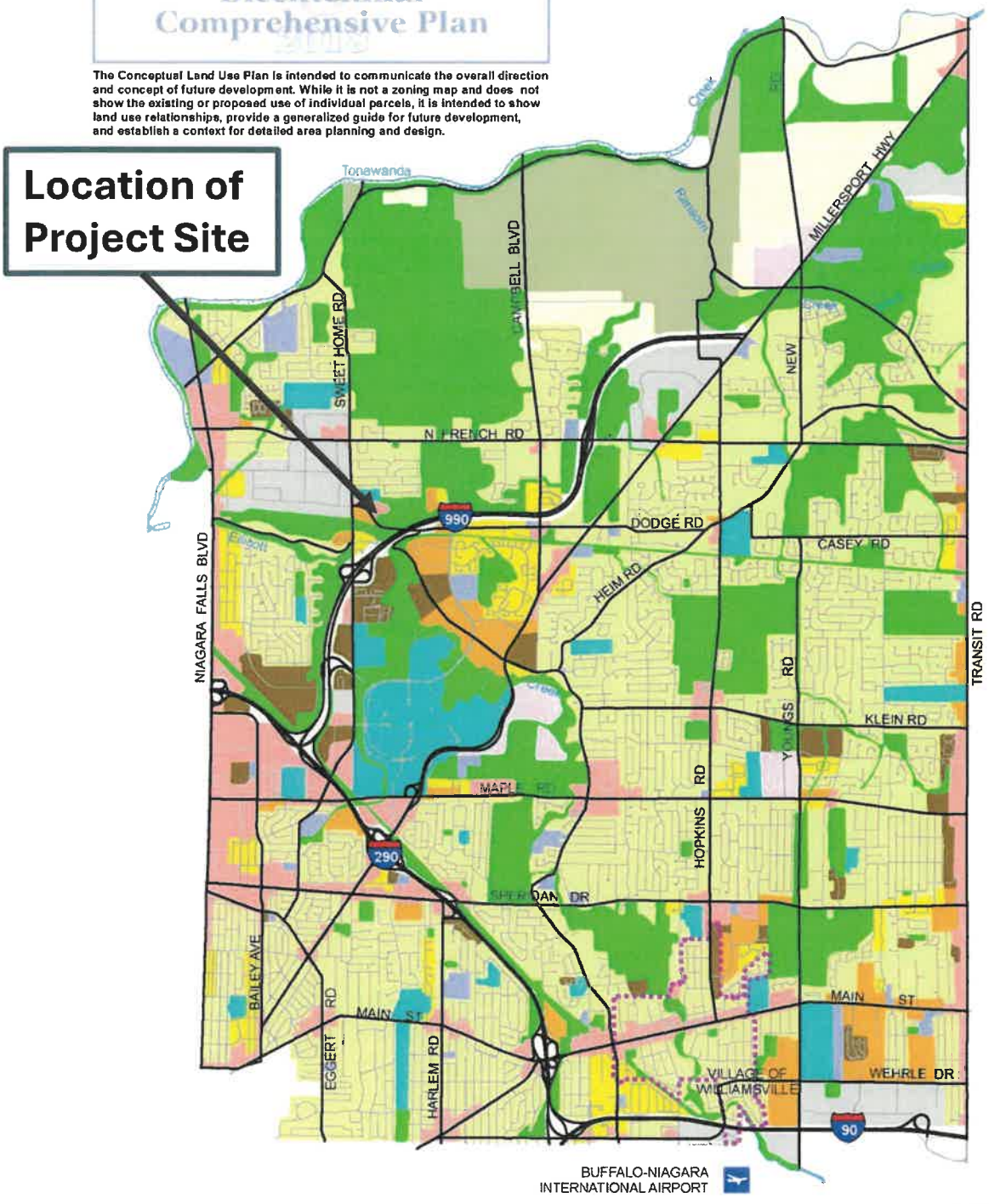
Exhibit 17 – Color Copy of Figure 6 of the Town of Amherst Comprehensive Plan titled "Conceptual Land Use Plan"

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

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.

Location of Project Site



Conceptual Land Use Plan

FIGURE 6

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

* See Map Figure 6-A for Additional Designations

SOURCE NOTES:

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

Map Compiled by the Town of Amherst Planning Department

Date: December 2020

N

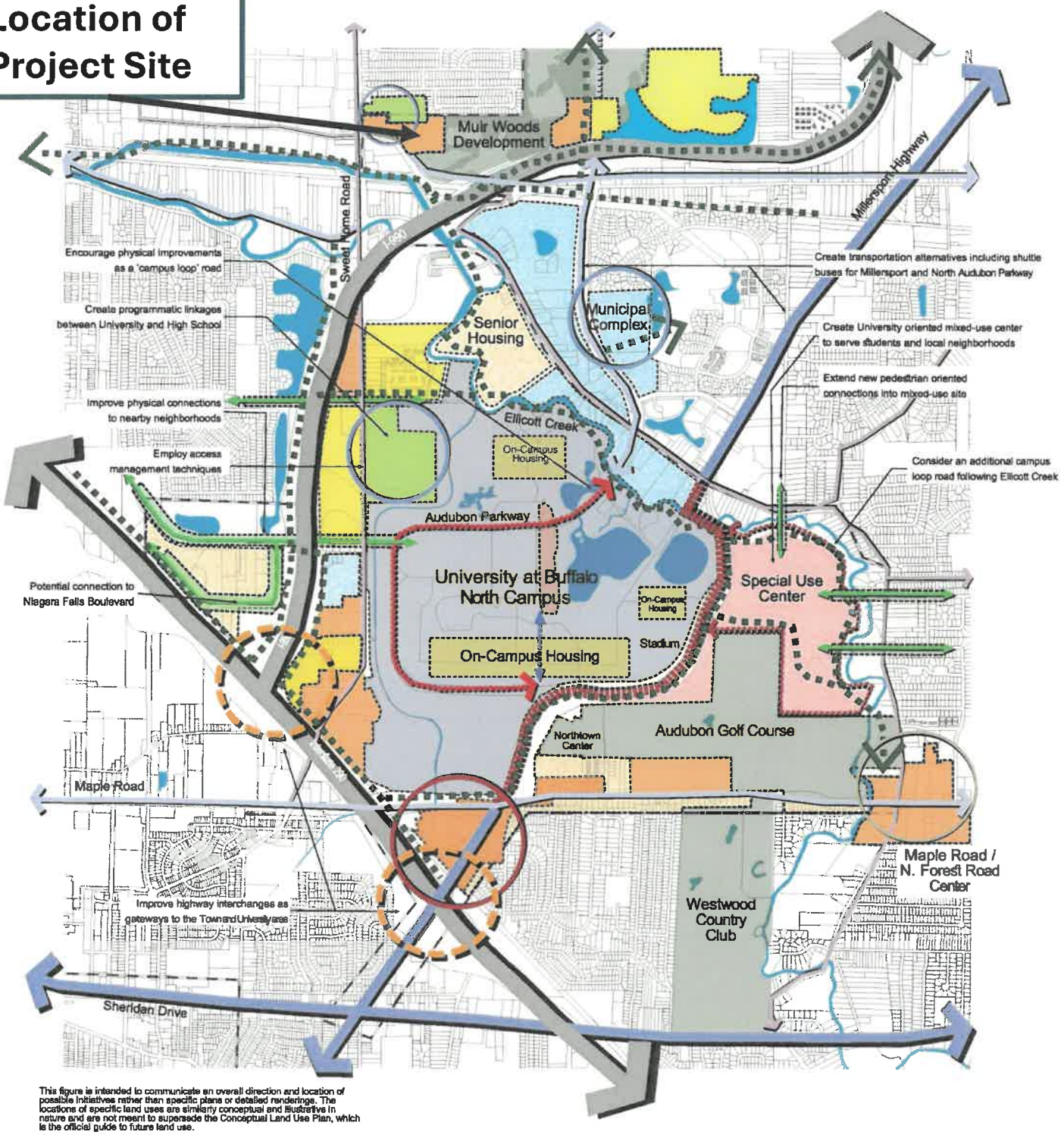
0 0.25 0.5 0.75 1 1.25
Miles

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Exhibit 18 – Color Copy of Figure 6 of the Town of Amherst Comprehensive Plan titled "Conceptual Land Use Plan"

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Location of Project Site



This figure is intended to communicate an overall direction and location of possible initiatives rather than specific plans or detailed renderings. The locations of specific land uses are similarly conceptual and illustrative in nature and are not meant to supersede the Conceptual Land Use Plan, which is the official guide to future land use.

UNIVERSITY FOCAL PLANNING AREA - CONCEPT PLAN

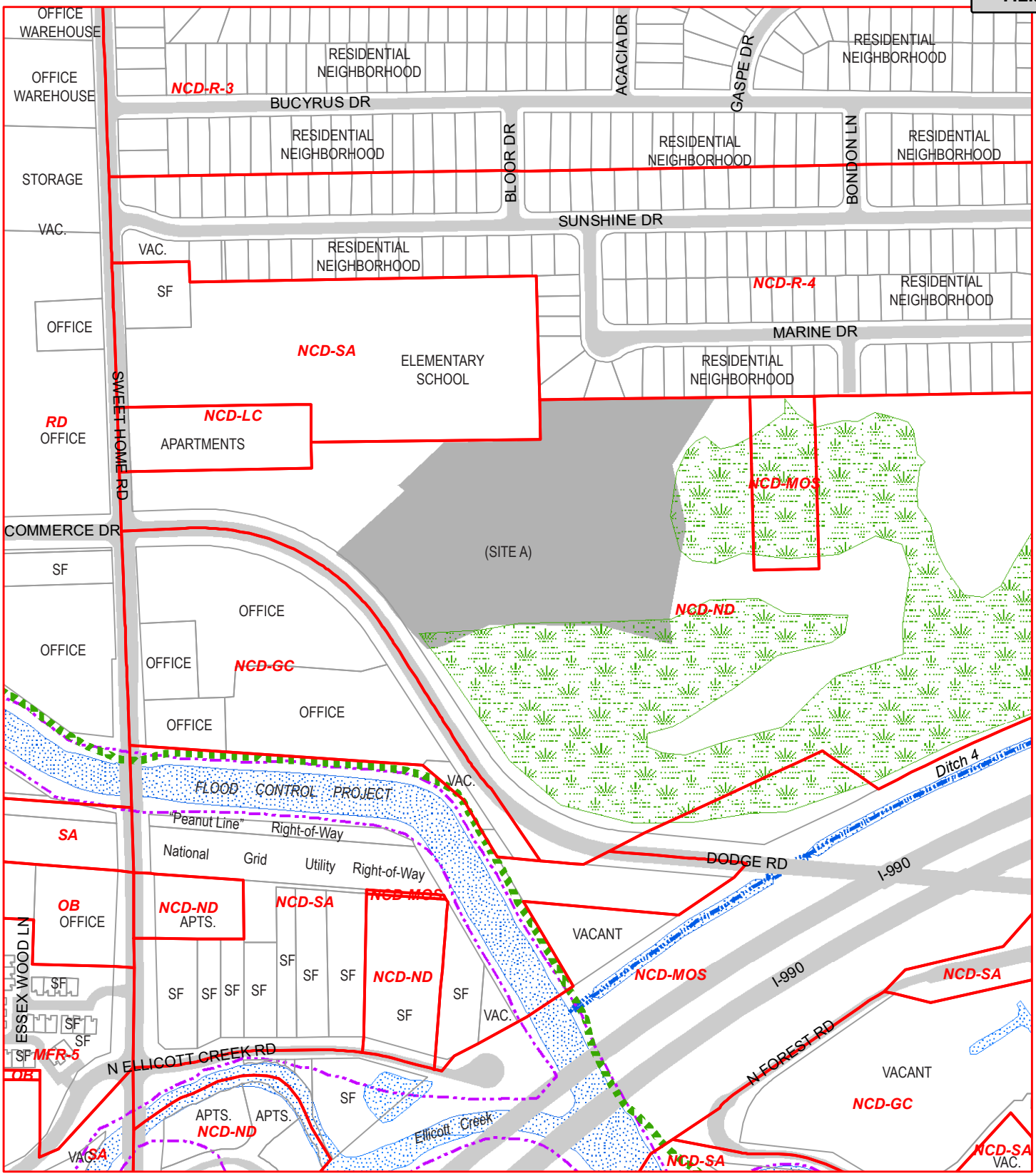
Town of Amherst Bicentennial Comprehensive Plan

December 2020 Figure 21

LEGEND

- Expressway
- Major Arterial
- Minor Arterial
- Collector
- Neighborhood Connector
- Campus Loop
- Multi-use Trail
- Natural Trail
- Special Use Center
- Stabilize and maintain existing residential fabric
- Medium Residential / Student Housing
- Commercial / Mixed-Use
- Office / Research
- School / Community Facility
- University at Buffalo
- Recreation / Open Space / Greenways
- Gateway
- Neighborhood Anchor / Community Service
- Regional Commercial Center
- Neighborhood Commercial Center

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))



Z-2002-09 E

Request to Amend the SEQR Statement of Findings for Muir Woods Site A and to Amend the Audubon Development Plan to Reclassify 17.42+/- AC of Land from NCD-RI to NCD-LC
Property located at 50 Dodge Road (portion)
Sawyer's Landing LLC, Petitioner
August 27, 2024

50 Dodge Road

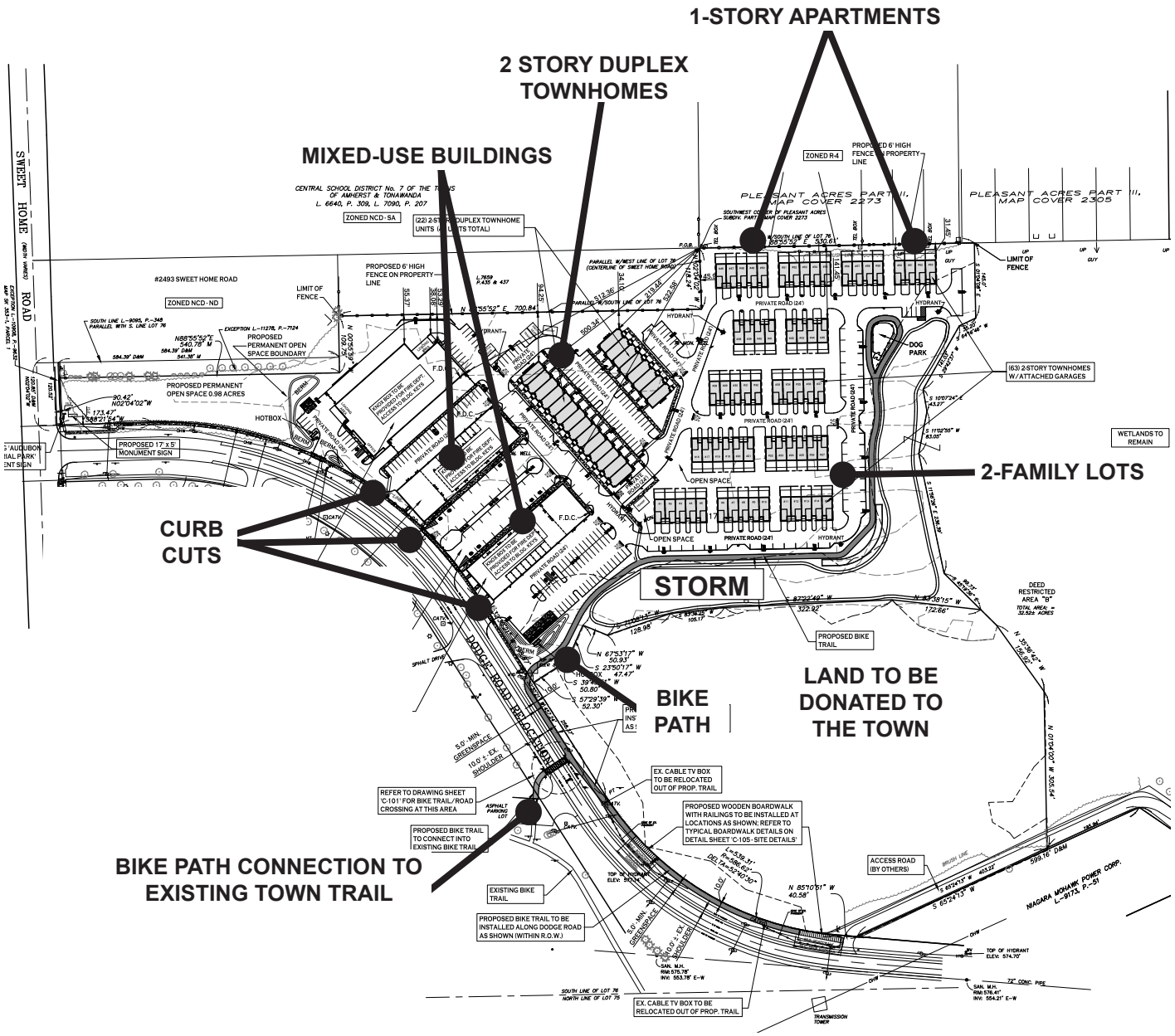
NYSDEC Regulated Wetland

Floodway Boundary

Bike Path

Prepared by the Town of Amherst Planning Department

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))



SITE PLAN

Z-2002-09 E
50 Dodge Road
6/28/24

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))



Z-2002-09 E

Request to Amend the SEQR Statement of Findings for Muir Woods Site A and to Amend the Audubon Development Plan to Reclassify 17.42+/- AC of Land from NCD-RI to NCD-LC
Property located at 50 Dodge Road (portion)
Sawyer's Landing LLC, Petitioner
August 27, 2024

50 Dodge Road

NYSDEC Regulated Wetland

Floodway Boundary

Bike Path

Prepared by the Town of Amherst Planning Department

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Carrato, Amy

From: Marshall, Scott
Sent: Friday, September 13, 2024 11:46 AM
To: Carrato, Amy; Fadel, Bryan
Subject: FW: Z-2002-09E, 50 Dodge Road revised - NYSDOT Comments 2024-102

NYSDOT review below

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: dot.sm.r05.SEQR
Sent: Friday, September 13, 2024 11:15 AM
To: Carrato, Amy ; Marshall, Scott
Subject: RE: Z-2002-09E, 50 Dodge Road revised - NYSDOT Comments 2024-102

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 morning,

The New York State Department of Transportation (NYSDOT) has reviewed the documentation provided for the revised 50 Dodge Road development and has the following comments:

- Based upon the information provided, the proposed project does not appear to have a significant impact to traffic on the State Highway System
- Based upon the information provided, a NYSDOT highway work permit is not needed at this time. If any changes are made to the site plan and work would be needed in the State right of way, a highway work permit would be required.

Casey Gordon
Transportation Analyst

New York State Department of Transportation
100 Seneca Street, Buffalo, NY 14203
716-847-3580 | Casey.Gordon@dot.ny.gov
dot.ny.gov

From: Carrato, Amy <acarrato@amherst.ny.us>
Sent: Monday, August 19, 2024 9:51 AM
To: Hall, David (ERIE) <david.hall@erie.gov>; dot.sm.r05.SEQR <dot.sm.r05.SEQR@dot.ny.gov>; Hacker, Garrett

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

(ERIE) <garrett.hacker@erie.gov>
Subject: Z-2002-09E, 50 Dodge Road

You don't often get email from acarrato@amherst.ny.us. Learn why this is important

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

Good morning,
Please review the attached regarding Z-2002-09E, 50 Dodge Road and advise the Planning Department of any recommendations and/or requirements. Digital versions of the site plan materials may be viewed and/or downloaded from:
https://www.amherst.ny.us/content/development_projects_pending.php
Thank you,

Amy Carrato
Community Development Assistant
Town of Amherst Planning Department
5583 Main Street, Williamsville, NY 14221
716-631-7051

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Amherst

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

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

RECEIVED
SEP 10 2024
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM August 16, 2024

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberhold, Assistant Town Engineer
Steven Floss, Highway Superintendent/Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Joseph Buffamonte, SEQR Review Coordinator, NYSDOT
ECDPW - Highway

RECEIVED
AUG 19 2024
TOWN ATTORNEY

FROM: Scott Marshall, Principal Planner SM

SUBJECT: REQUEST TO AMEND THE SEQR CERTIFICATION OF FINDINGS, THE FILED DECLARATION OF RESTRICTIONS AND AMENDMENT #77 TO THE AUDUBON DEVELOPMENT PLAN FOR 17.42± ACRES OF LAND FROM **NCD-RI** TO **NCD-LC** FOR MUIR WOODS SITE A, **Z-2002-09_E**; PROPERTY LOCATED AT 50 DODGE ROAD **(PORTION)**. SAWYERS LANDING, LLC, PETITIONER.

REVISED APPLICATION, CERTIFICATION OF FINDINGS, DECLARATION OF RESTRICTIONS AND EAF:
Received August 15, 2024

REVIEW:

Do you agree with all statements made? yes

If you do not, briefly state why: no comments

General comments relative to your agency interests: _____

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

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

Print Name: Nora Robshaw

Signature: NRobshaw **Date:** 8-28-24

SM/ac
X:\Current_Planning\Files\Rezonings\2002\Z-2002-09_E_(50_Dodge_Rd)_2024\Z-2002-09_E_Rev_Transmittal_081624.doc
cc: Vaishali Reberholt, Assistant Town Engineer
Sean Hopkins, 5500 Main St., Suite 343, Williamsville, NY 14221
William Severyn, Severyn Development, 43 Central Avenue, Suite 300, Lancaster, NY 14086
Chris Wood, Carmina Wood Design, 80 Silo City Row, Buffalo, NY 14203

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Amherst

Town of Amherst Planning Department

2005.008

Erie County, New York

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

MEMORANDUM

August 16, 2024

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberhold, Assistant Town Engineer
Steven Floss, Highway Superintendent/Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Joseph Buffamonte, SEQR Review Coordinator, NYSDOT
ECDPW - Highway

RECEIVED
AUG 23 2024
TOWN OF AMHERST
PLANNING DEPT.

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE SEQR CERTIFICATION OF FINDINGS, THE FILED DECLARATION OF RESTRICTIONS AND AMENDMENT #77 TO THE AUDUBON DEVELOPMENT PLAN FOR 17.42± ACRES OF LAND FROM **NCD-RI** TO **NCD-LC** FOR MUIR WOODS SITE A, **Z-2002-09_E**; PROPERTY LOCATED AT **50 DODGE ROAD (PORTION)**. SAWYERS LANDING, LLC, PETITIONER.

REVISED APPLICATION, CERTIFICATION OF FINDINGS, DECLARATION OF RESTRICTIONS AND EAF:
Received August 15, 2024

REVIEW:

Do you agree with all statements made? Yes.

If you do not, briefly state why: _____

General comments relative to your agency interests: _____

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

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

Print Name: Chris Schregel

Signature: _____ **Date:** 8/22/24

SM/ac
X:\Current_Planning\Files\Rezonings\2002\Z-2002-09_E_(50_Dodge_Rd)_2024\Z-2002-09_E_Rev_Transmittal_081624.doc

cc: Vaishali Reberholt, Assistant Town Engineer
Sean Hopkins, 5500 Main St., Suite 343, Williamsville, NY 14221
William Severyn, Severyn Development, 43 Central Avenue, Suite 300, Lancaster, NY 14086
Chris Wood, Carmina Wood Design, 80 Silo City Row, Buffalo, NY 14203

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Amherst

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

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

RECEIVED
AUG 19 2024
TOWN OF AMHERST
BUILDING DEPT

MEMORANDUM August 16, 2024

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberhold, Assistant Town Engineer
Steven Floss, Highway Superintendent/Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Joseph Buffamonte, SEQR Review Coordinator, NYSDOT
ECDPW - Highway

FROM: Scott Marshall, Principal Planner SM

SUBJECT: REQUEST TO AMEND THE SEQR CERTIFICATION OF FINDINGS, THE FILED DECLARATION OF RESTRICTIONS AND AMENDMENT #77 TO THE AUDUBON DEVELOPMENT PLAN FOR 17.42± ACRES OF LAND FROM **NCD-RI** TO **NCD-LC** FOR MUIR WOODS SITE A, **Z-2002-09_E**; PROPERTY LOCATED AT **50 DODGE ROAD (PORTION)**. SAWYERS LANDING, LLC, PETITIONER.

REVISED APPLICATION, CERTIFICATION OF FINDINGS, DECLARATION OF RESTRICTIONS AND EAF:
Received August 15, 2024

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).

Print Name: Doug Gesel

Signature: Doug Gesel **Date:** 8-21-24

SM/ac
X:\Current_Planning\Files\Rezonings\2002\Z-2002-09_E_(50_Dodge_Rd)_2024\Z-2002-09_E_Rev_Transmittal_081624.doc
cc: Vaishali Reberholt, Assistant Town Engineer
Sean Hopkins, 5500 Main St., Suite 343, Williamsville, NY 14221
William Severyn, Severyn Development, 43 Central Avenue, Suite 300, Lancaster, NY 14086
Chris Wood, Carmina Wood Design, 80 Silo City Row, Buffalo, NY 14203

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

TOWN OF AMHERST

ASSESSOR'S OFFICE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE: 716-631-7038
FAX 716-631-7144

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

MEMORANDUM

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

FROM: Bonnie B. Arnold, Real Property Appraiser

DATE: August 20, 2024

SUBJECT: Request to Amend the SEQR Certification of Findings, the filed Declaration of Restrictions and Amendment #77 to the Audubon Development Plan for 17.42±Acres of Land from NCD-RI to NCD-LC, for Muir Wood Site A, Z-2002-09_E
Property Location: **50 Dodge Rd (Portion)**
Petitioner: **Sawyers Landing, LLC**

Assessor agrees with all statements

cc: Sean Hopkins, 5500 Main St., Ste. 343, Williamsville, NY 14221
Christopher Wood, Carmina Wood Design, 487 Main St., #500, Buffalo, NY 14203
William Severyn, severyn Development, 43 Central Ave., Suite 300, Lancaster, NY 14086

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Amherst

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

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

MEMORANDUM July 1, 2024

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
Steven Floss, Highway Superintendent/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
NYSDEC
ECDEP
ECDPW-Highway
NYSDOT
Sweet Home School District

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

SUBJECT: REQUEST TO AMEND THE SEQR STATEMENT OF FINDINGS FOR "MUIR WOODS SITE A" AND TO AMEND THE AUDUBON DEVELOPMENT PLAN FOR 17.42± ACRES OF LAND FROM NCD-RI TO NCD-LC, **Z-2002-09_E**; PROPERTY LOCATED AT **50 DODGE ROAD (PORTION)**. SAWYERS LANDING, LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? Yes.

If you do not, briefly state why: _____

_____.

General comments relative to your agency interests: _____

DSCA will be required. If single parcel is divided after development sewer works corporation required.

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).

Print Name: Vaishali Reberholt

Signature: _____ **Date:** 7/26/24

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

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.: SP-24-364

Postmark/Delivery Date: 7/3/2024

The proposed action described herein is referred in accordance with the provisions of NYS General Municipal Law §239 l - nn

A Municipal Referral Map is available to help determine whether an applicable action is subject to referral.

Description of Proposed Action

1. Name of Municipality: Town of Amherst

§239-m(4)(b) provides that the county shall have 30 days after receipt of a full statement of the proposed action to reply.
If the county fails to reply within such period, the referring body may take final action.
However, any county reply received after 30 days but 2 or more days prior to final action by the referring body shall be subject to §239-m(5)
The referring body shall file a report of its final action with the county within 30 days per §239-m(6).

2. Hearing Schedule: **Date** TBD **Time** _____ **Location** _____

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: Amend SEQR Findings Statement

5. Location of Property: ☐ Entire Municipality ☑ Address: 50 Dodge Rd.

5a. S.B.L. of Property: 40.08-3-13.11

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

☐ Expressway ☐ County Road ☑ State Highway ☐ Proposed State or County Road, Property, Building/Institution, Drainageway

7. Proposed change or use: *(specify the action, such as the scope of variances or site plans)* Amend SEQR Findings Statement and Amend Audubon Development Plan to reclassify 17.42± acres of land from NCD-RI to NCD_LC

8. Other remarks: Z-2002-09E

9. Submitted by: Town of Amherst Planning Dept. **Email:** _____

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

Reply to Municipality by Erie County Division of Planning

Receipt of the above-described proposed action is acknowledged on 7/3/2024**. The Division herewith submits its review and reply under the provisions of applicable state and local law, based on the information submitted with this referral.**

1. ☐ **The proposed action is not subject to review under the law.**
2. ☐ **Comment on proposed action is attached hereto.**
3. ☐ **The proposed action is subject to review; Recommendation on Proposed Action is attached hereto.**
4. ☑ **No Recommendation; proposed action has been reviewed and determined to be of local concern.**

By the Division of Planning: Dan M. Hall **Date:** 7/5/2024

Attachment: Z-2002-09_E_TB letter packet_100124 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

September 25, 2024

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, New York 14221

Re: Application to Amend Findings Statement, Reclassify Portion of 50 Dodge Road from NCD-RI to NCD-LC & Amendment of Declaration of Restrictions
Applicant/Project Sponsor: Sawyer's Landing LLC
File No. 10160.6

Dear Supervisor Kulpa and Councilmembers

The Town Board will be holding a public hearing in connection with its review of the pending requested approvals for the mixed-use project at 50 Dodge Road [Site A of the overall Muir Woods Property] on Tuesday, October 1st. The mixed-use project as depicted on the current project plans will consists of the following components:

- Two 4-story mixed use buildings [15,000 sq. ft. of 1st floor commercial space and five 1st floor apartments and 51 upper floor apartments];
- 4-story climate-controlled storage building [replaced the previously approved 4-story multifamily building with 48 units];
- 44 units in 22 two-family attached townhomes; and
- 63 two-story townhomes for sale;

The residential density of the project as compared to the Site Plan approved by the Town Board on September 22, 2022 has been reduced from 258 units to 219 units.

The Planning Board held a public hearing on the requested approvals and adopted a resolution by a unanimous vote recommending approval by the Town Board. A copy of the resolution adopted by the Planning Board is attached as Exhibit "1". The PowerPoint presentation providing detailed regarding the pending requested approvals and the modifications to the approved Site Plan is provided at Exhibit "2".

Please feel free to contact me at 716.510-4338 or via e-mail at shopkins@hsmlegal.com if you have any questions in advance of the upcoming public hearing.

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
35 California Drive, Suite 100, Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsmlegal.com

Attachment: Kulpa-Ltr-09-25-24 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC



Sean W. Hopkins, Esq.

cc: Jacqualine Berger, Councilmember
Shawn Lavin, Councilmember
Angela Marinucci, Councilmember
Michael Szukala, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Daniel Howard, Planning Director
Scott Marshall, Senior Planner
William Severyn
Jon Barniak, Carmina Wood Design

Attachment: Kulpa-Ltr-09-25-24 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Exhibit 1

Attachment: Kulpa-Ltr-09-25-24 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

TOWN OF AMHERST
PLANNING BOARD
AMEND THE SEQR CERTIFICATION OF FINDINGS
AMEND THE DECLARATION OF RESTRICTIONS
AMENDMENT #77 TO THE AUDUBON DEVELOPMENT PLAN
Z-2002-09_E

PETITIONER

Sawyers Landing LLC
c/o Sean Hopkins
Hopkins Sorgi & McCarthy
5500 Main Street, Suite 343
Williamsville, NY

PROPERTY LOCATION

50 Dodge Road (portion)

AUG 29 2024 PM2

WHEREAS the Town of Amherst Planning Board on Tuesday, August 27, 2024 held a public hearing on a request to amend the SEQR Certification of Findings, to amend the Declaration of Restrictions and for Amendment #77 to the Audubon New Community District Development Plan to include the property location for use as a Local Center (LC) for the "Muir Woods Site A", and

WHEREAS the Planning Board has reviewed the plans and supporting documentation for the request, and

WHEREAS the Amendments have been referred to the various Town and County and State review agencies, and

WHEREAS the Planning Board finds that:

A. The proposed request meets the intent and objectives of a New Community District as expressed in Subsection 1-1.1.

B. The proposed request meets all the requirements of Section 5-2-3 through 5-2-6.

C. The proposed request is conceptually sound in that it meets present and future community needs.

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

E. The proposed amendments to the SEQR Certification of Findings, Declaration of Restrictions and the Audubon Development Plan are consistent with the Town Comprehensive Plan.

NOW THEREFORE BE IT RESOLVED that 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, and

Attachment: Kulpa-Ltr-09-25-24 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

TOWN OF AMHERST
PLANNING BOARD
AMEND THE SEQR CERTIFICATION OF FINDINGS
AMEND THE DECLARATION OF RESTRICTIONS
AMENDMENT #77 TO THE AUDUBON DEVELOPMENT PLAN
Z-2002-09_E

PETITIONER	PROPERTY LOCATION
Sawyers Landing LLC	50 Dodge Road (portion)

AUG 29 2024 PM2

BE IT FURTHER RESOLVED that the Planning Board, in accordance with Section 8-15-2 of the Zoning Ordinance offers a positive report and recommends Town Board approval of the request to amend the SEQR Certification of Findings and amend the Declaration of Restrictions and Amendment #77 to the Audubon Development Plan.

The foregoing resolution was adopted by the Town of Amherst Planning Board, August 27, 2024; moved by Gill; seconded by Raffaele; ayes 4; noes 0; absent 3 (Davis, Giuliani, Penberthy).

Michael J. Chmiel, Planning Board Chair

8/29/24
Date

SM/ac
X:\Current_Planning\Files\Rezonings\2002\Z-2002-09_E_(50_Dodge_Rd)_2024\Z-2002-09_E_resolution_082724.docx
cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Suite 343, Williamsville, NY 14221
Chris Wood, Carmina Wood Design, 80 Silo City Row, Buffalo, NY 14203
William Severyn, Severyn Development, 43 Central Ave., Lancaster, NY 14086

Attachment: Kulpa-Ltr-09-25-24 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Exhibit 2

Attachment: Kulpa-Ltr-09-25-24 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Town of Amherst Town Board

Public Hearing –

Address: 50 Dodge Road

Petitioner: Sawyer's Landing LLc

October 1, 2024

Attachment: Kulpa-Ltr-09-25-24 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Location:

- Northeast corner of Dodge Road and Sweet Home Road

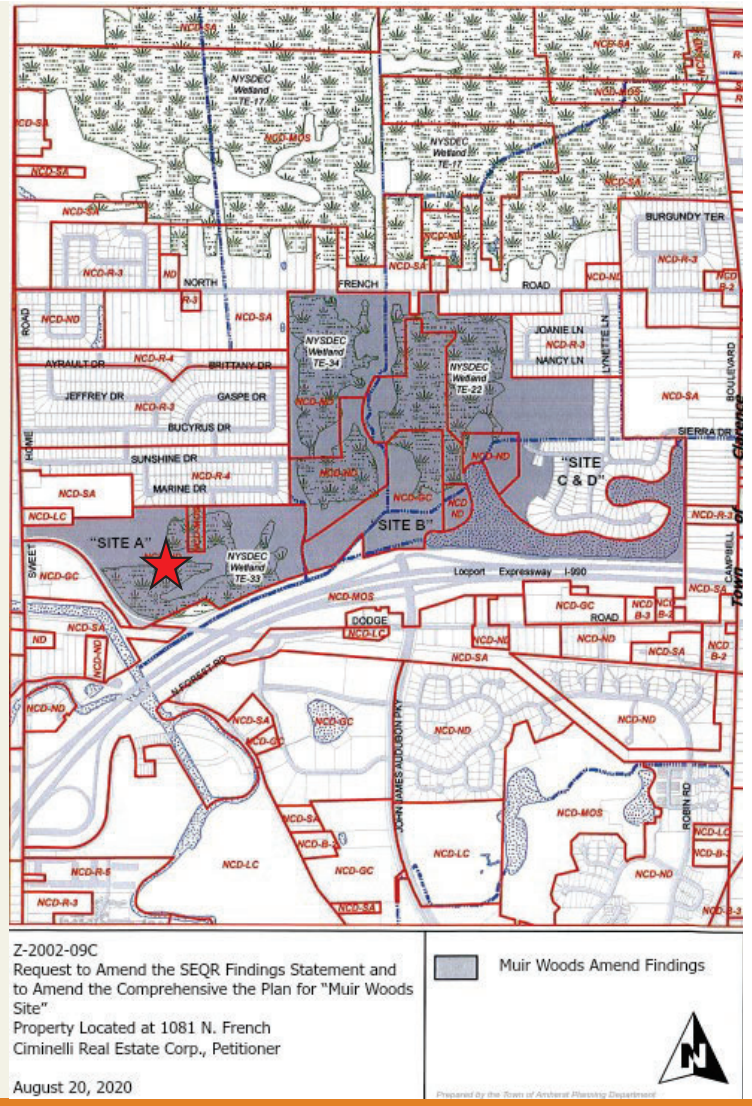
Current Zoning:

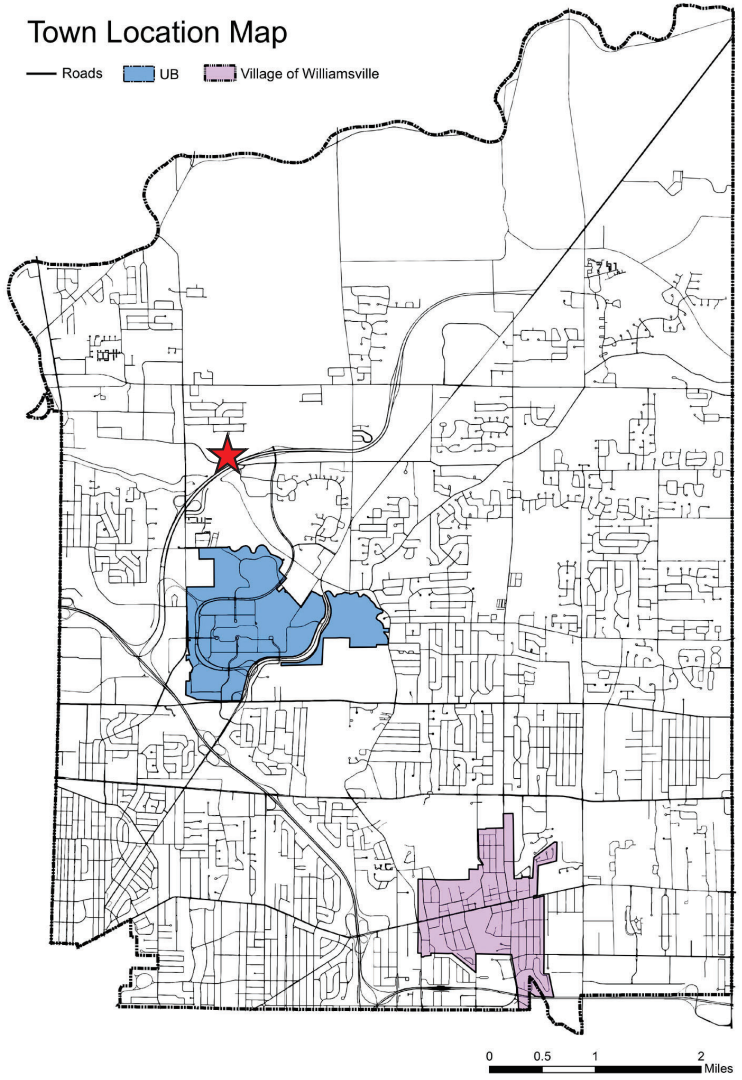
New Community Development – Neighborhood Development (“NCD-ND”)

Land Uses:

SF – Single-family

V – Vacant





MUIR WOODS OVERALL PROJECT SITE – Site A [50 Dodge Road]

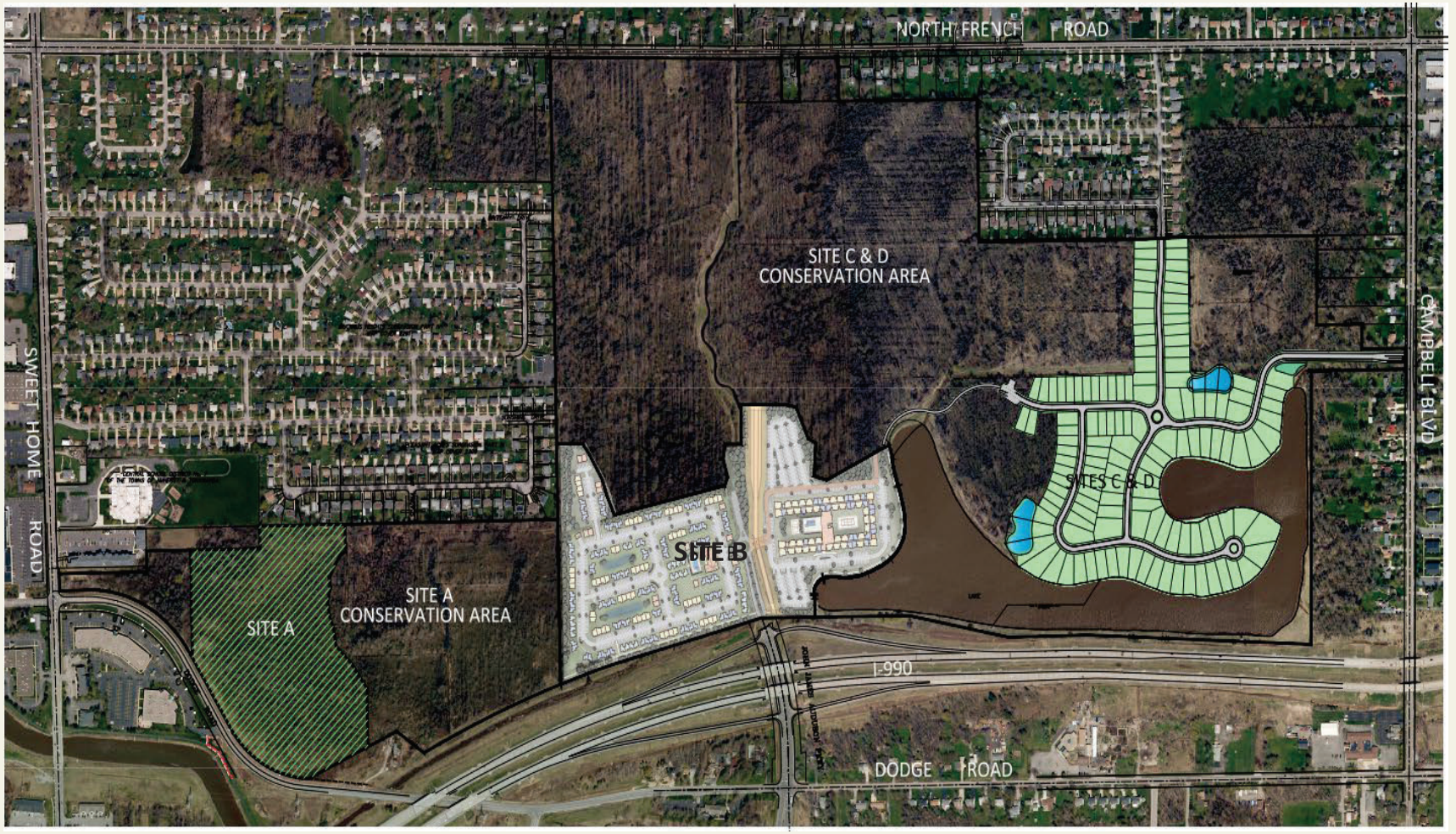
Overall Muir Woods Property is comprised of 326± acres, of which 108± acres is proposed for development with the remaining 226± acres to consist of as Permanent Open Space [69.3% of the Project Site]

Existing Development:
Mostly wooded with state and federal wetland areas

Parcel Size:
17.42 acres

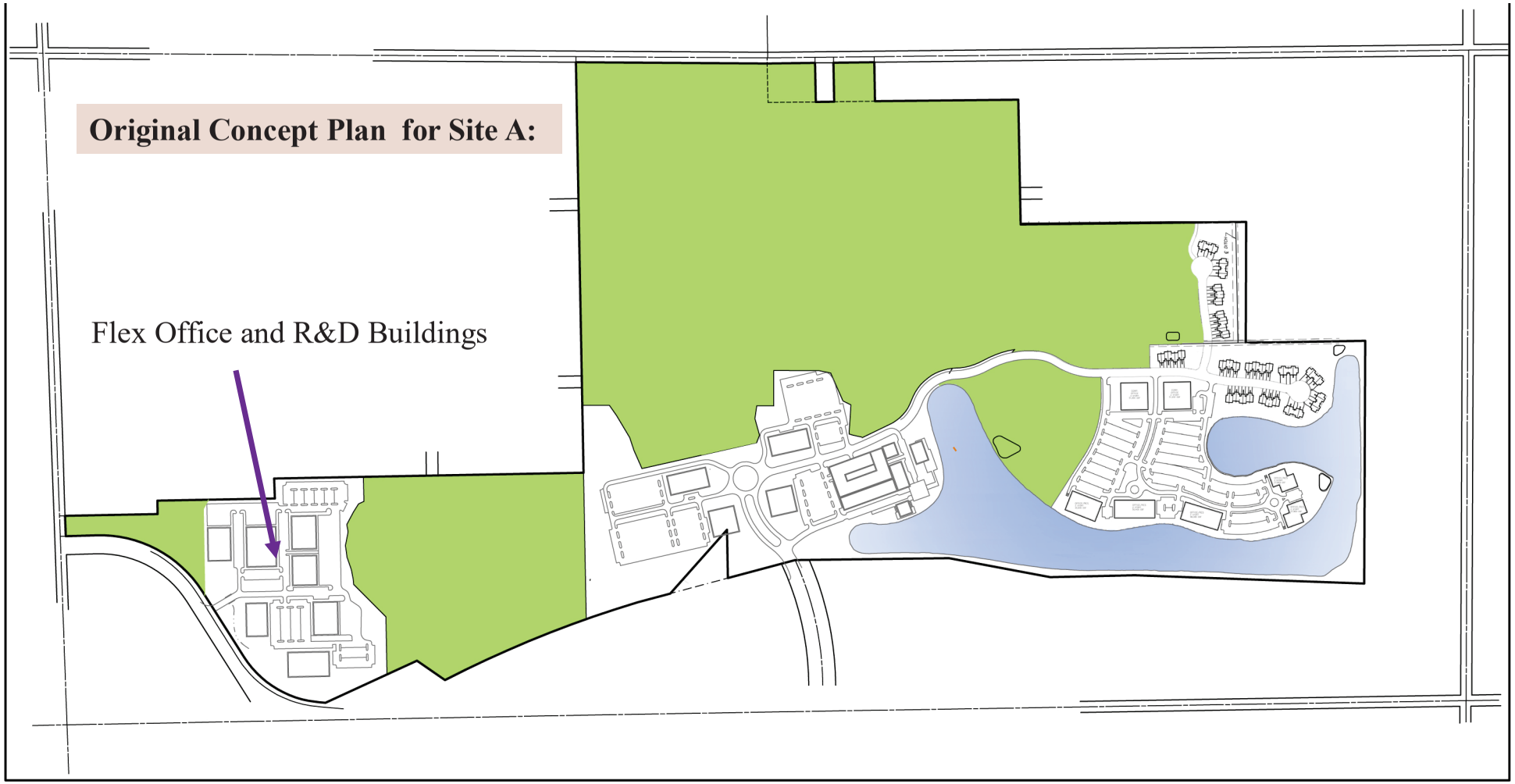
Neighboring Uses:

- Single Family, school, apartments, office buildings, and student housing



Attachment: Kulpa-Ltr-09-25-24 (RES-2024-773 : 50 Dodge Road (Portion); (Z-2002-09_E))

Original Concept Plan for Site A:



EXISTING FEDERAL JURISDICTIONAL

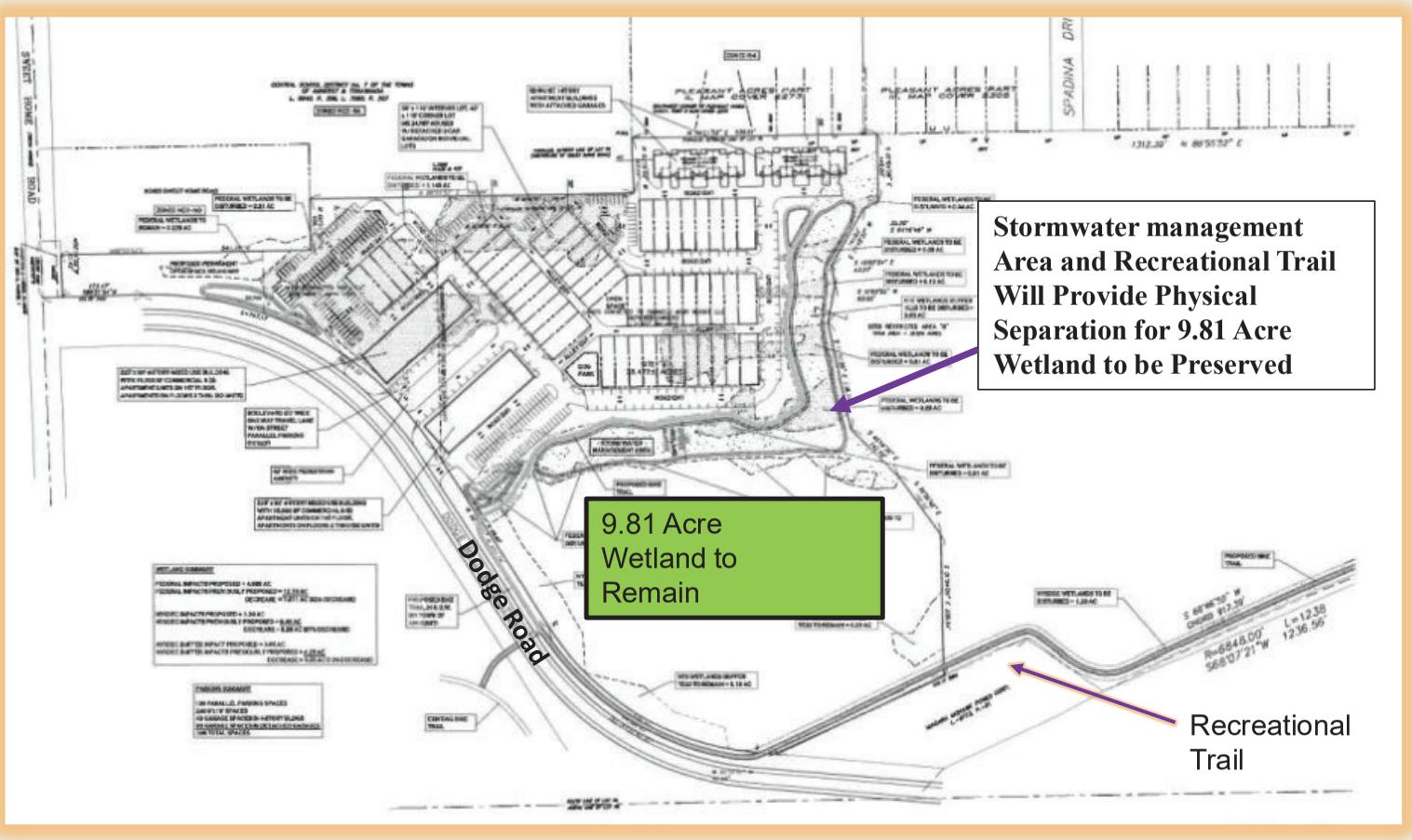
7.1.b

Wetland Impacts Reduction:

Wetland Impact Summary:

Federal:
Proposed: 4.899 acres
Previous: 12.76 acres
Decrease: 7.87 acres (62%)

State:
Proposed: 1.2 acres
Previous: 9.46 acres
Decrease: 8.26 acres (87%)



EARTH DIMENSIONS, INC.
* Soil & Hydrogeologic Investigations * Wetland Delineations
1091 Jamison Road, Elma NY 14059
(716) 655-1717 * Fax (716) 655-2915 www.earthdimensions.com

July 30, 2024 W10G99m

Sean Hopkins
Hopkins, Sorgi and McCarthy, PLLC
5500 Main Street, Suite 343
Williamsville, New York 14221
Direct: 716.510-4338
E-mail: shopkins@hsmlegal.com

Re: Completion of Wetland Impacts
Muir Woods – Site A: Sawyer's Landing
Town of Amherst, Erie County, New York

Dear Mr. Hopkins:

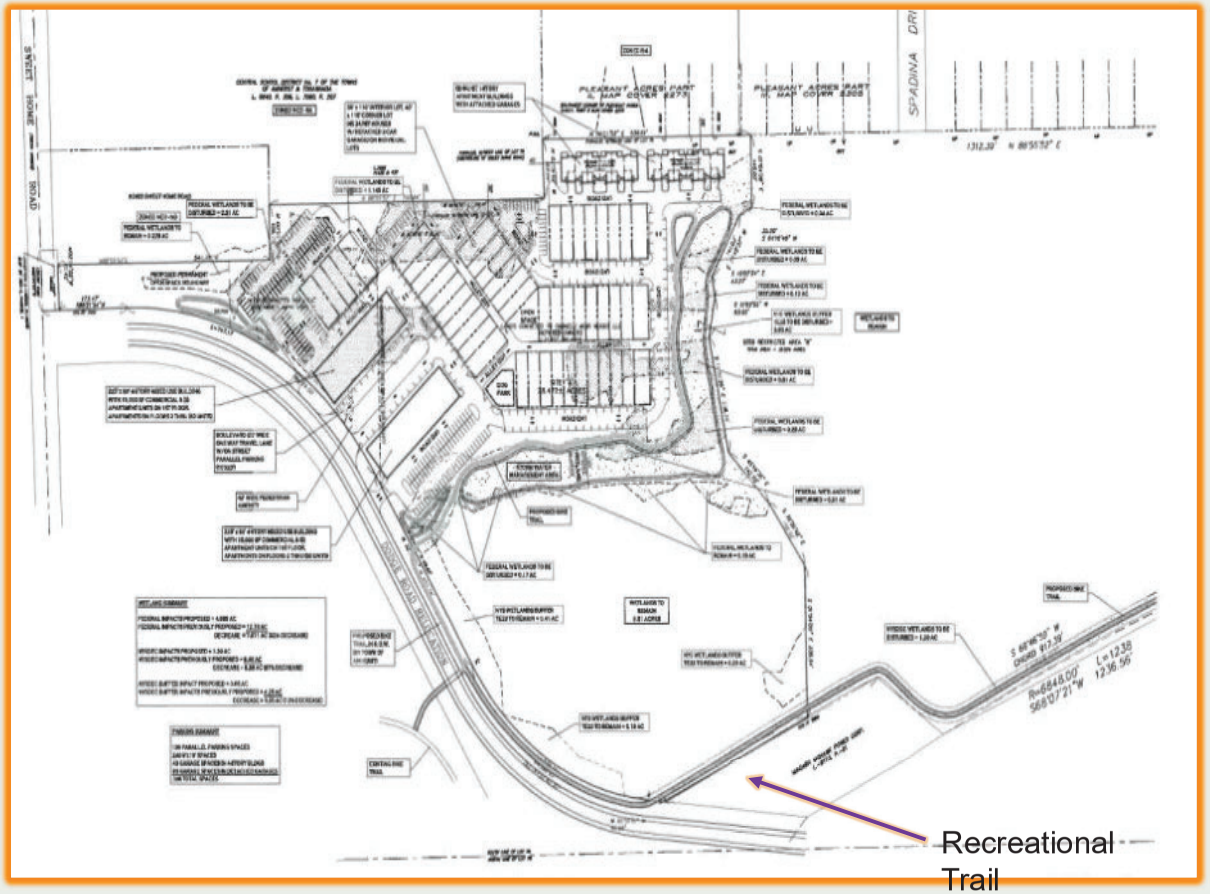
Earth Dimensions, Inc. (EDI) has completed a walk through on Site A of Muir Woods. The perimeter was walked on June 24th, 2024. I am confirming that all of the wetland impacts for Site A: Sawyer's Landing have been completed.

If you have any questions, please contact our office at (716) 655-1717 or email jceleste@earthdimensions.com.

Very truly yours,
Earth Dimensions, Inc.

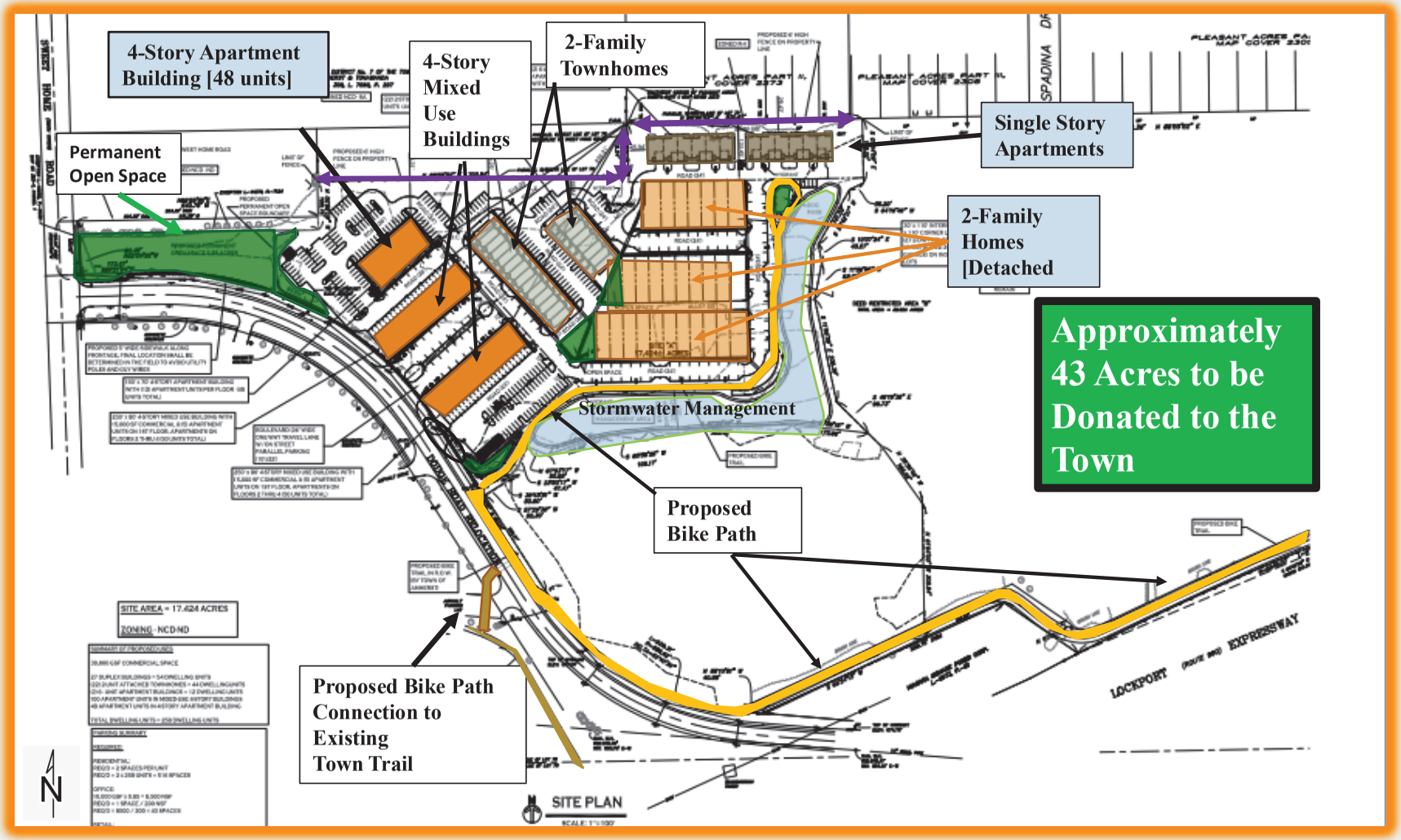
Jody M. Celeste
Ecologist

Encl.



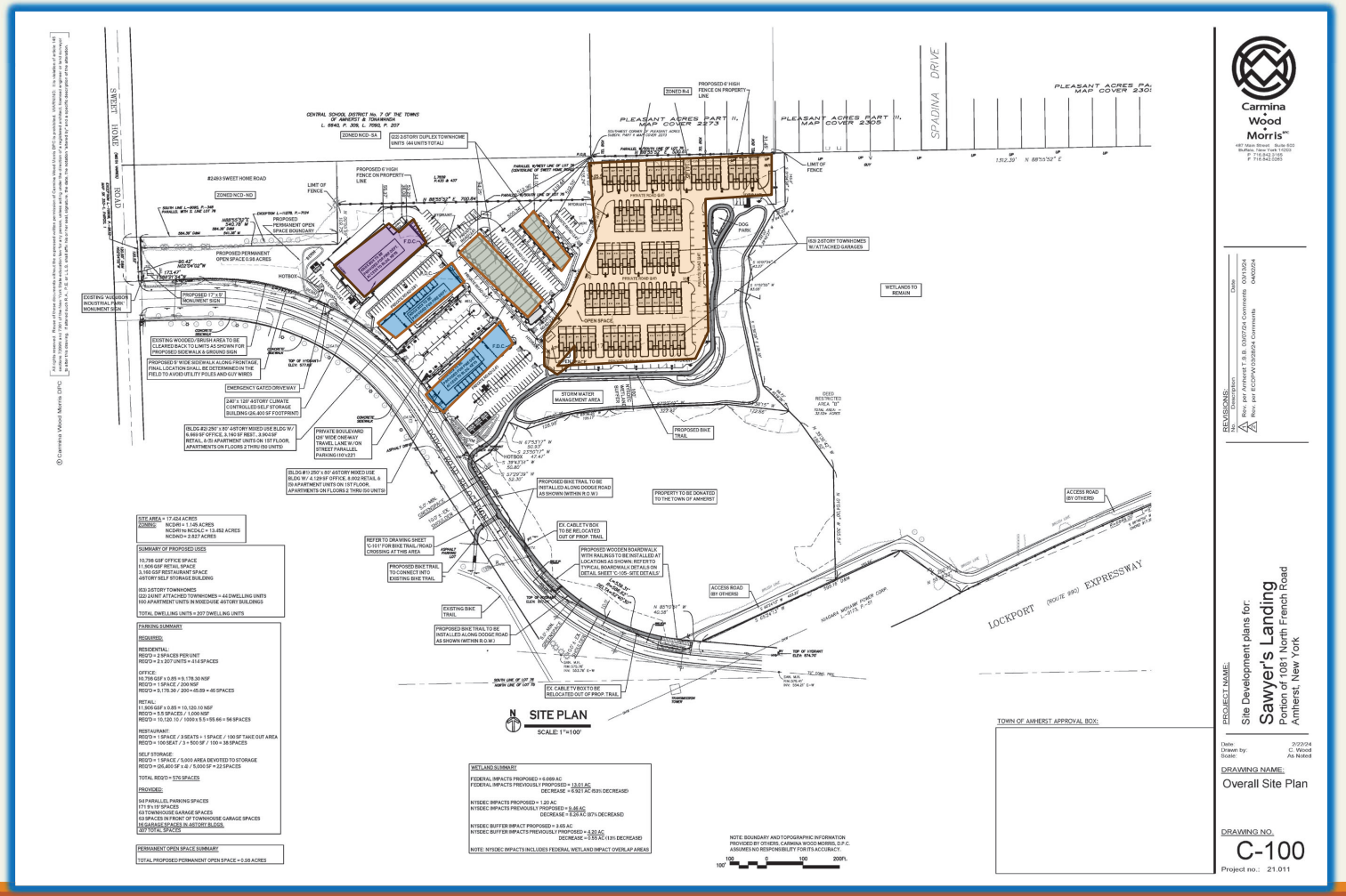
Previous Site Plan Approved on September 22, 2022:

- Two 4-story mixed use buildings [15,000 sq. ft. of 1st floor commercial space and 5 first floor apartments and 51 upper floor apartments]
- **4-story multifamily building with 48 units**
- 44 units in 22 two-family attached townhomes
- **54 units in 27 two-family homes with attached garages on lots**
- **2 single-story apartments building with six unit per building [12 units]**
- Total of 258 units

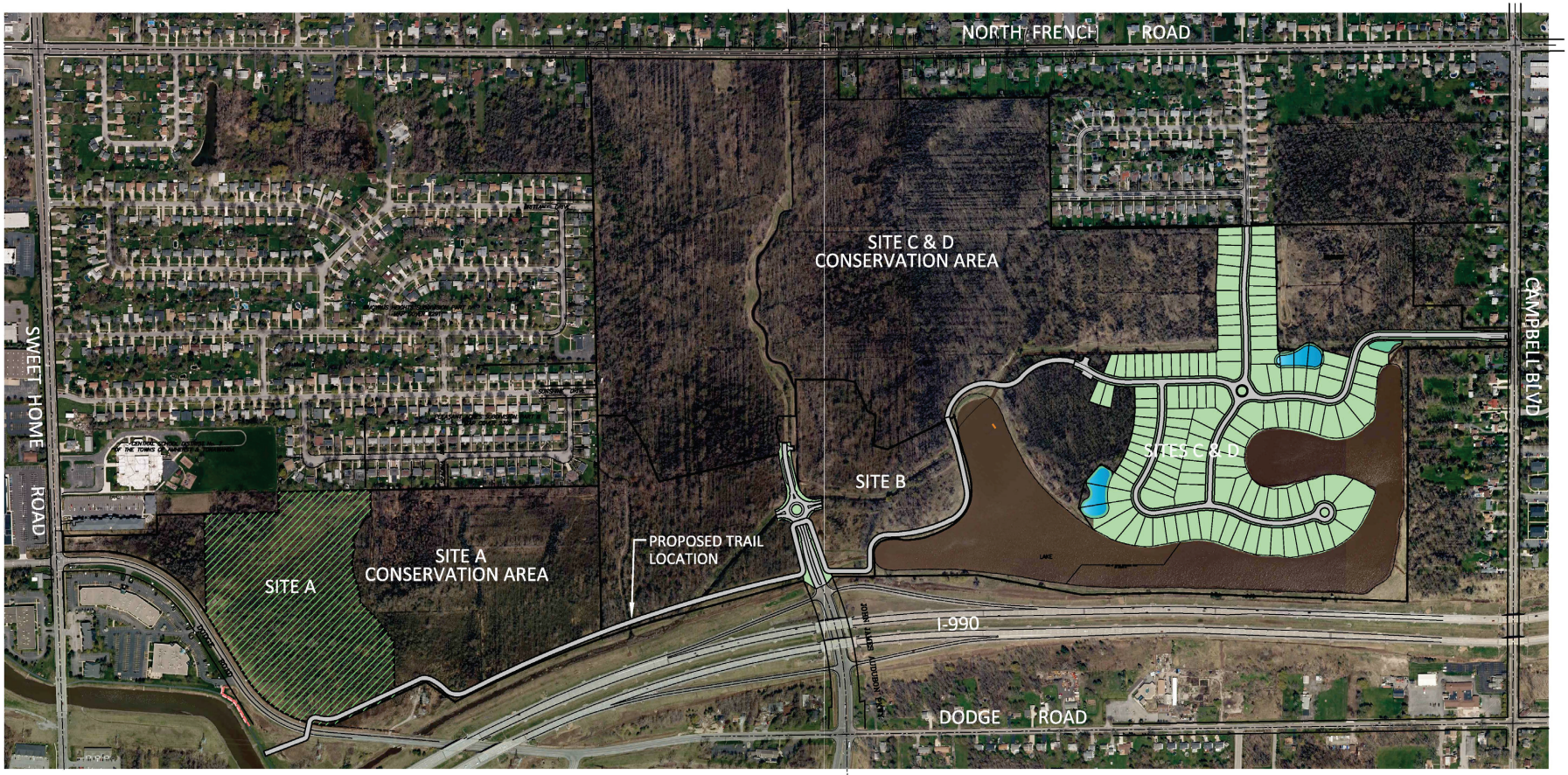


Current Overall Site Plan:

- Two 4-story mixed use buildings [15,000 sq. ft. of 1st floor commercial space and five 1st floor apartments and 51 upper floor apartments] [blue]
- 4-story climate-controlled storage building [replaced 4-story multifamily building with 48 units [purple]
- 44 units in 22 two-family attached townhomes [grey]
- 63 two-story townhomes for sale [orange]
- 219 total residential units [Previously 258 residential units]

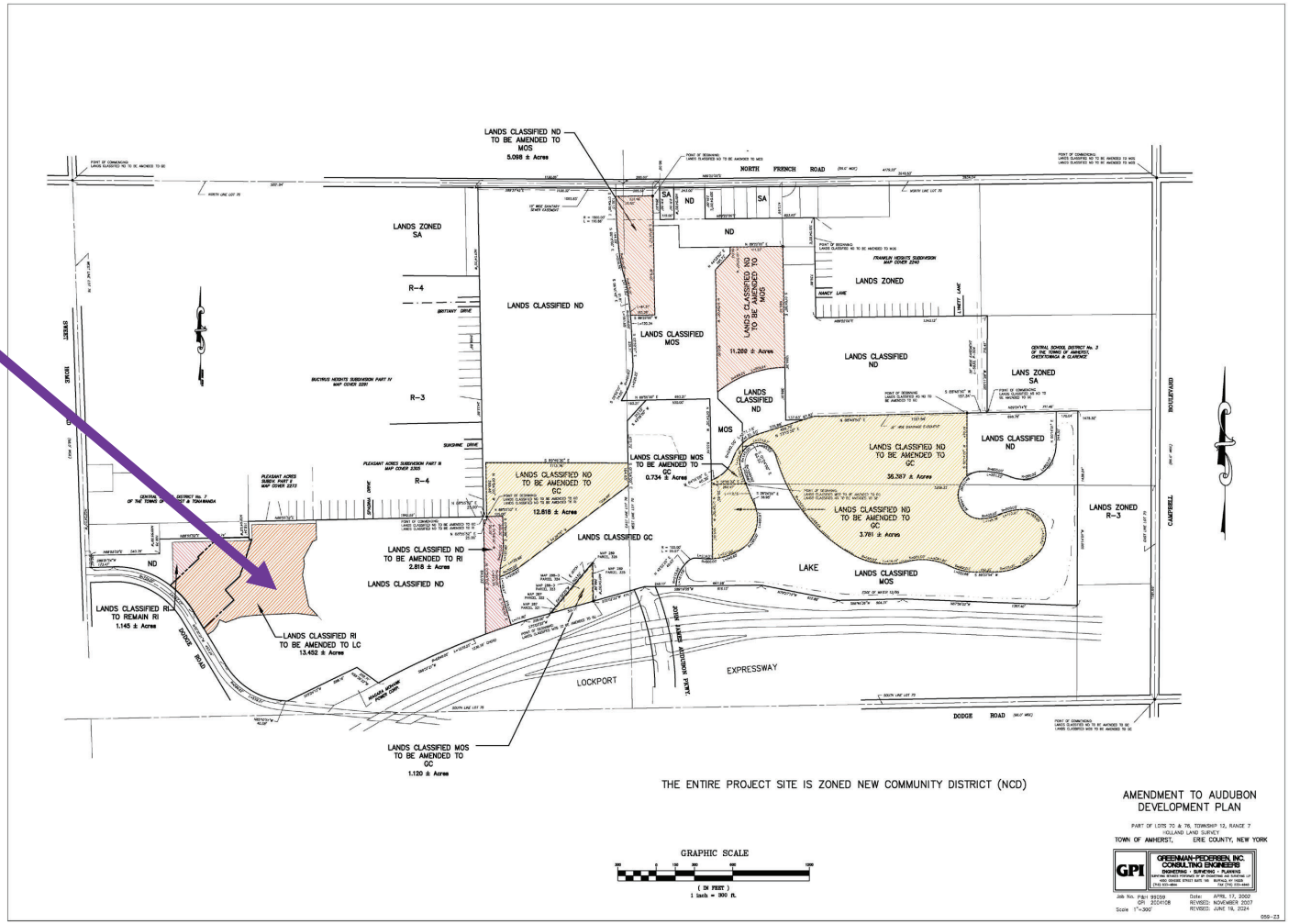


Recreational Trail Plan – Muir Woods Project:



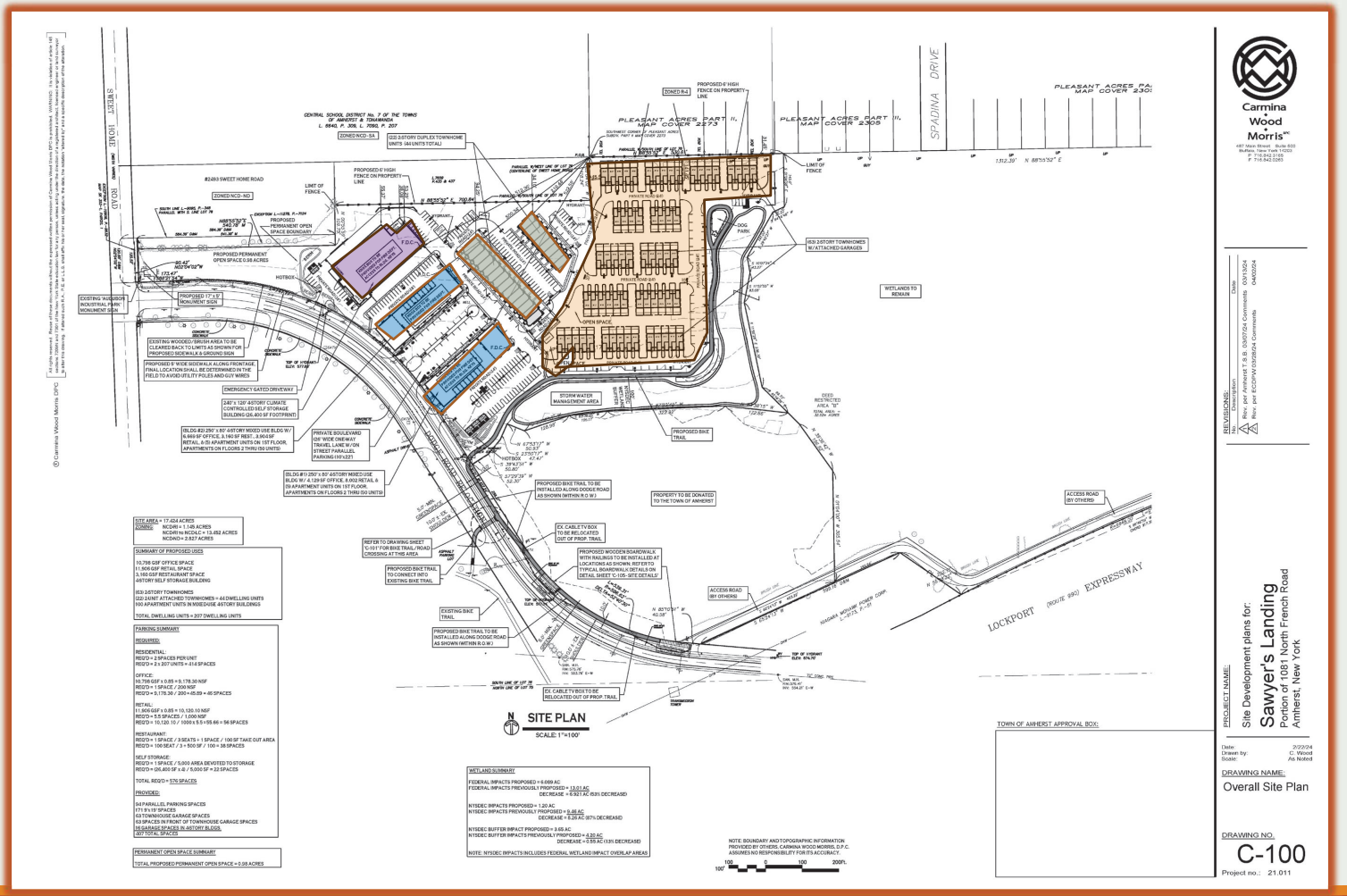
NCD Reclassification:

- Reclassification of 13.45 Acres from NCDD-RI to NCD-LC



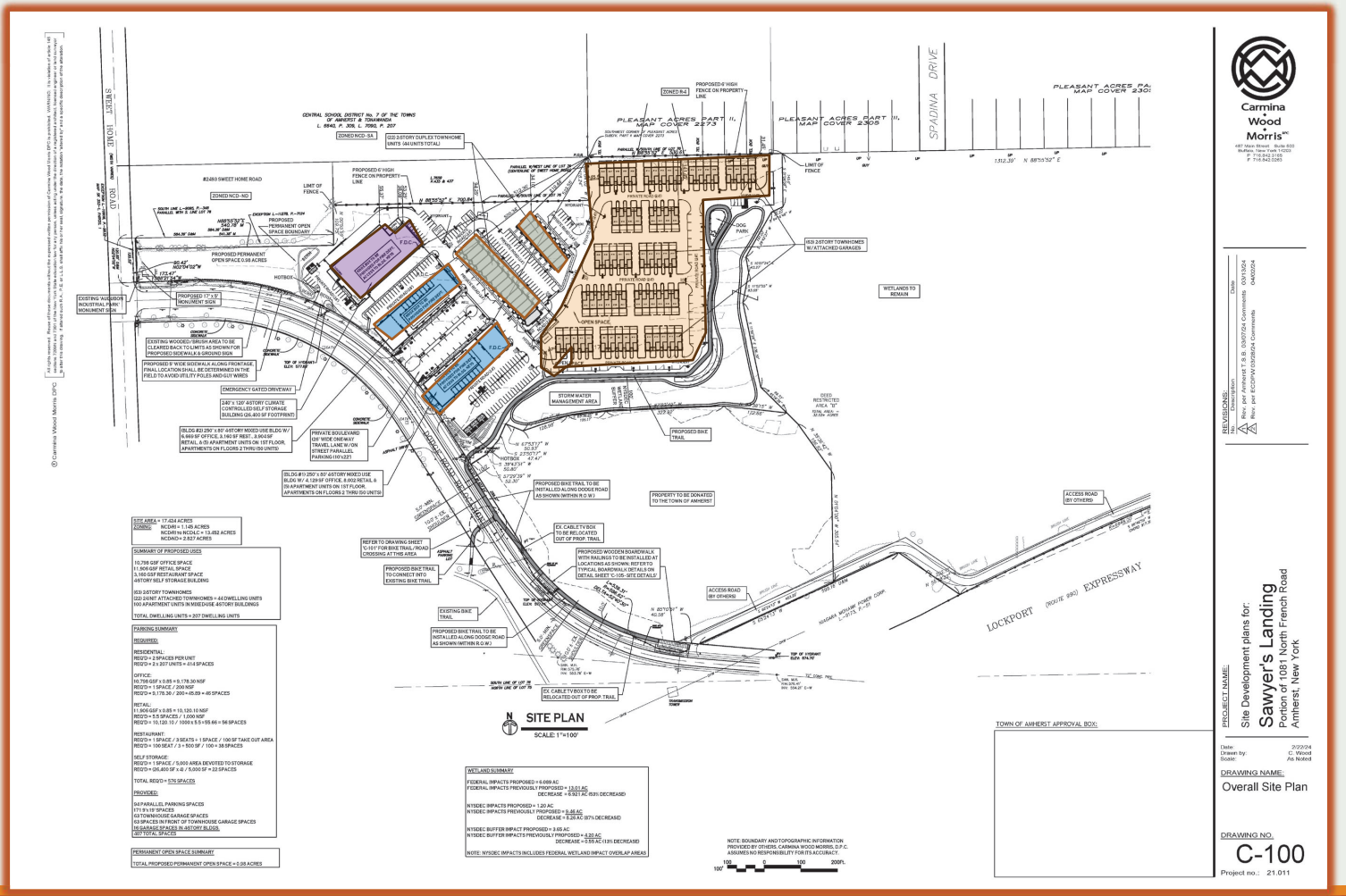
Amendment of Declaration of Restrictions Recorded on June 21, 2018:

- 1. All construction equipment and vehicles that will be utilized in connection with the development of Site A pursuant to site plans and final plats to be approved by the Town of Amherst Planning Board shall be expressly prohibited from utilizing the existing streets within Pleasant Acres Part II & III Subdivision (Bucyrus Heights neighborhood), for purposes of egress and ingress to the Subject Property.
- 2. The residential components of the project on Site A shall be prohibited from utilizing the condominium form of ownership.



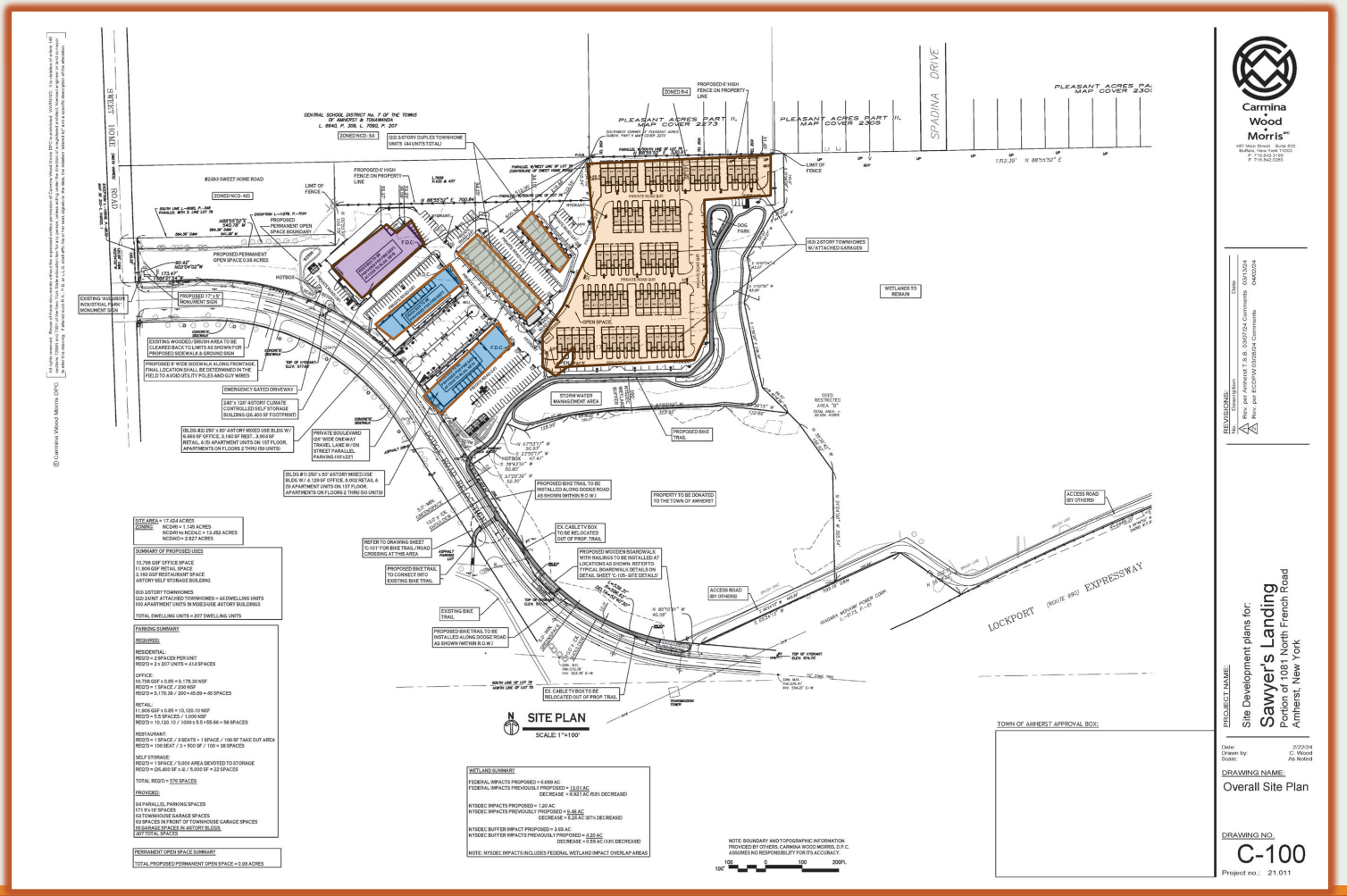
Amendment of Declaration of Restrictions Recorded on June 21, 2018:

- 3. The following minimum setbacks will apply only to development of portions of Site A that are directly adjacent to the Pleasant Acres Part II & III Subdivision (Bucyrus Heights neighborhood) ("Residential Lot Line"):
- The minimum setbacks for development within Site A shall be as follows:
- 30 ft. minimum building setback from residential lot line for attached and detached two-family townhome style units.
- 400 ft. minimum building setback from residential lot line for four-story mixed-use buildings.
- 500 ft. minimum building setback from residential lot line for four-story multifamily buildings.
- 450 ft. minimum setback from residential lot line for four-story climate-controlled storage building.
- 60 ft. parking setback from residential lot line



Amendment of Declaration of Restrictions Recorded on June 21, 2018:

- 4. The following maximum building heights shall apply only to development of portions of Site A the Subject Property that are directly adjacent to the Pleasant Acres Part II & III Subdivision (Bucyrus Heights neighborhood) (“Residential Lot Line”):
- Maximum building height for mixed-use buildings, multifamily buildings and climate-controlled storage building shall be four-stories and 60 ft. as measured from the finished grade to the top of any parapet (excluding any rooftop mechanical equipment).
- Maximum height of any residential buildings within 500 ft. of a residential lot shall be 35 ft.



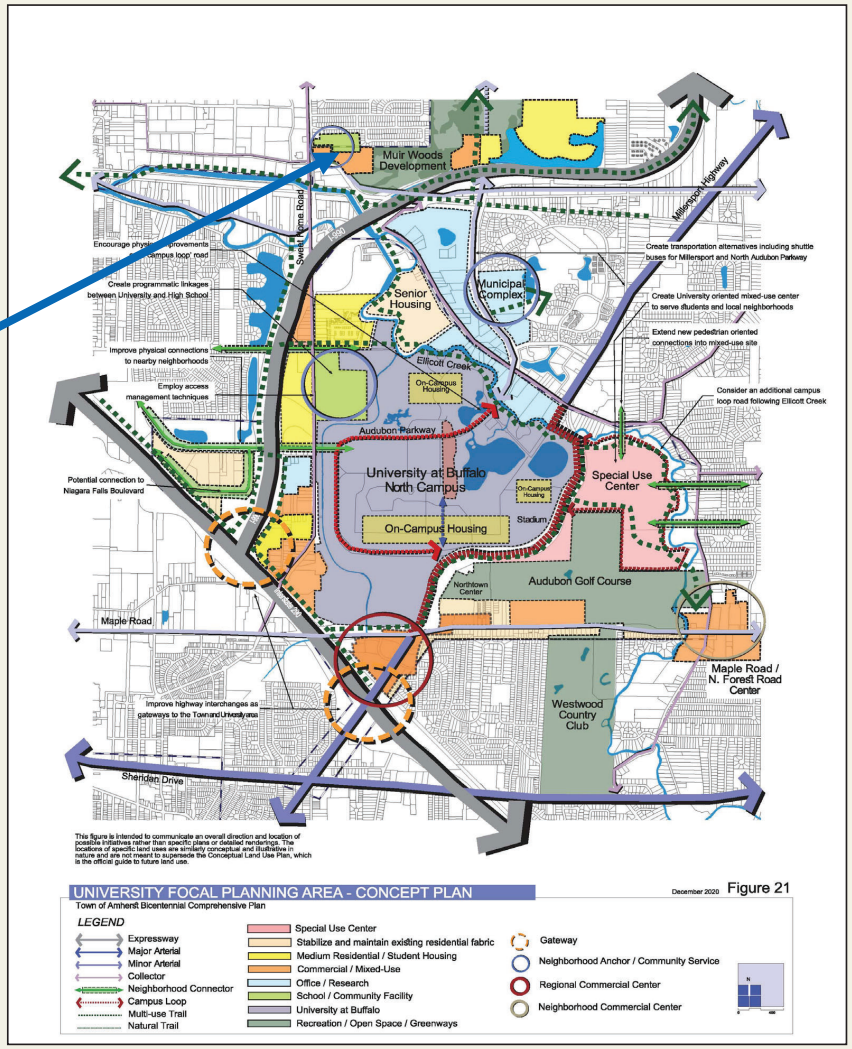
Previously Approved Comprehensive Plan Amendment:

Previous Designation:

- Industrial–Office

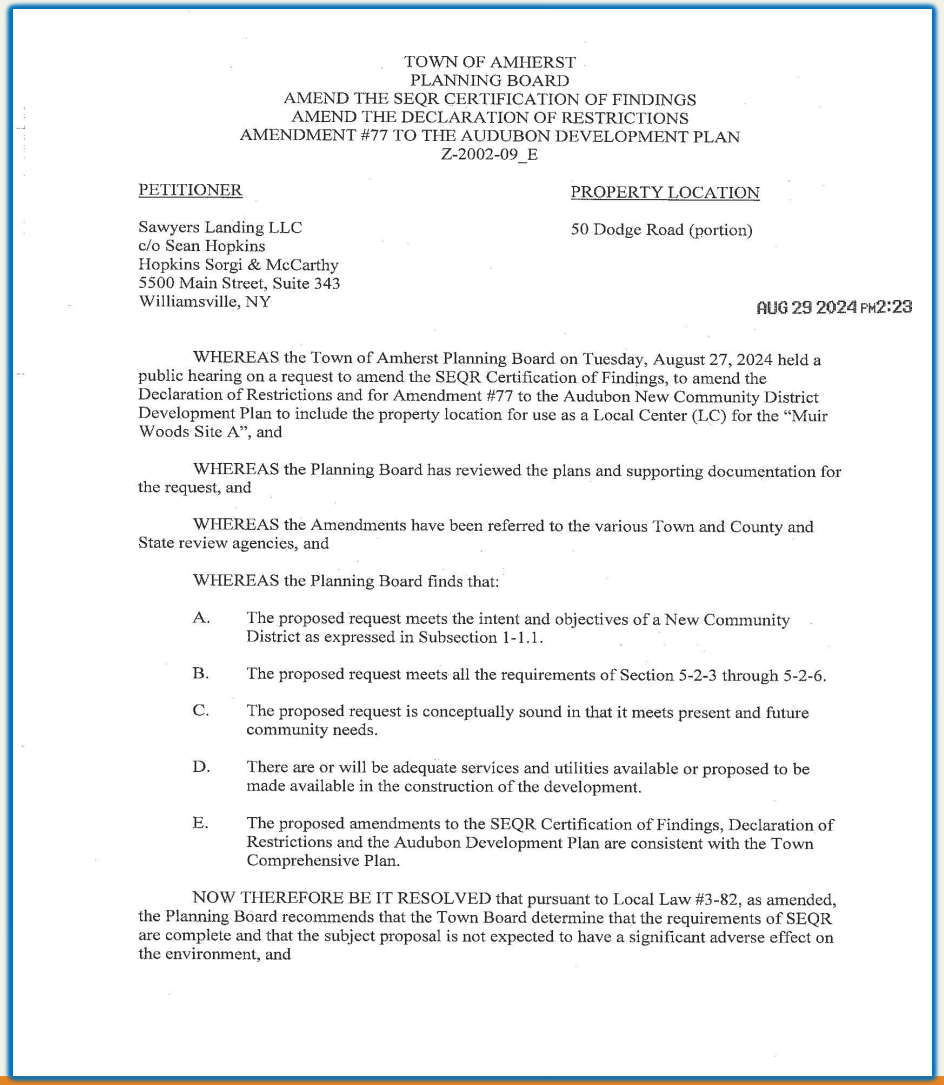
Current Designation:

- Mixed Residential



Planning Board's Favorable Recommendation:

- Planning Board recommended approval by a unanimous vote on August 27, 2024
- Planning Board's findings were as follows:
- A. The proposed request meets the intent and objectives of a New Community District as expressed in Subsection 1-1.1.
- B. The proposed request meets all the requirements of Section 5-2-3 through 5-2-6.
- C. The proposed request is conceptually sound in that it meets present and future community needs.
- D. There are or will be adequate services and utilities available or proposed to be made available in the construction of the development.
- E. The proposed amendments to the SEQR Certification of Findings, Declaration of Restrictions and the Audubon Development Plan are consistent with the Town Comprehensive Plan.



TOWN OF AMHERST
PLANNING BOARD
AMEND THE SEQR CERTIFICATION OF FINDINGS
AMEND THE DECLARATION OF RESTRICTIONS
AMENDMENT #77 TO THE AUDUBON DEVELOPMENT PLAN
Z-2002-09_E

PETITIONER

Sawyers Landing LLC
c/o Sean Hopkins
Hopkins Sorgi & McCarthy
5500 Main Street, Suite 343
Williamsville, NY

PROPERTY LOCATION

50 Dodge Road (portion)

AUG 29 2024 PM2:23

WHEREAS the Town of Amherst Planning Board on Tuesday, August 27, 2024 held a public hearing on a request to amend the SEQR Certification of Findings, to amend the Declaration of Restrictions and for Amendment #77 to the Audubon New Community District Development Plan to include the property location for use as a Local Center (LC) for the "Muir Woods Site A", and

WHEREAS the Planning Board has reviewed the plans and supporting documentation for the request, and

WHEREAS the Amendments have been referred to the various Town and County and State review agencies, and

WHEREAS the Planning Board finds that:

A. The proposed request meets the intent and objectives of a New Community District as expressed in Subsection 1-1.1.

B. The proposed request meets all the requirements of Section 5-2-3 through 5-2-6.

C. The proposed request is conceptually sound in that it meets present and future community needs.

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

E. The proposed amendments to the SEQR Certification of Findings, Declaration of Restrictions and the Audubon Development Plan are consistent with the Town Comprehensive Plan.

NOW THEREFORE BE IT RESOLVED that 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, and

State Environmental Quality Review Act:

- Seeking to amend the Findings Statement pursuant to SEQRA
- On September 27 2021, the Town Board voted to issue the Amended Findings Statement based on its determination that the potential modifications to the Muir Woods Project will not result in any potentially significant adverse environmental impacts that were not thoroughly evaluated in connection with the previous comprehensive environmental review of the Project that concluded with the issuance of a Findings Statement on December 7, 2007, and the issuance of an Amended Findings Statements on December 7, 2015 and August 5, 2019 and October 19, 2020.
- The Project Site is properly zoned NCD-ND – The NCD zoning district encourages mixed-use development with pedestrian amenities and permanent open space
- Project is a Type I action pursuant to SEQRA
- Part 1 of the Full Environmental Assessment Form submitted with the Application
- Reduction of Residential Units and substantially less environmental impacts as compared to originally proposed use consisting of up to 237,000 sq. ft. of Flex office and R&D building
- Dark Sky Compliant Lighting
- No impact determination letter issued by the NYS Office of Parks, Recreation and Historic Preservation on October 10, 2001
- Traffic Impact Study prepared by Passero Associates
- Site Plan Approval will be required

Project Review Process:

- Town Board public hearing and decision
- Site Plan Amendment by the Planning Board based on review of a Site Plan Application including fully engineered plans, an Engineer's Report and SWPPP for the proposed mixed-use project
- Questions…

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 29481 **RESOLUTION 2024-774** **ADJOURNED**

Local Law Amending Chapter 204 - Subdivision Regulations

Public hearing with respect to a Local Law Amending Chapter 204 - Subdivision Regulations.

10/1/2024
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0. The public hearing was opened at 7:37 PM.

Dan Ulatowski, Assistant Planning Director, presented.

The following speakers addressed the Town Board:
Don Smith, 201 N Long St
Sean Hopkins, Esq.

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn and keep the hearing open until the November 12th Town Board meeting, seconded by Councilmember Berger and unanimously approved 4-0. The public hearing was adjourned at 7:59 PM.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 11/12/2024 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Berger, Szukala, Marinucci	
ABSENT:	Lavin	

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Daniel J. Ulatowski, A
Assistant Planning Di

Town Board Agenda of October 1, 2024

September 24, 2024

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

Subject: Proposed Subdivision Regulations Text Amendment: Local Law to Amend Chapter 204 of Town Code (Subdivision Regulations), ZTA-2024-01.

Honorable Members:

The Planning Department, in conjunction with other departments have reviewed the Town's Subdivision Regulations in response to changes in development standards and practice. Attached are the proposed text amendments that bring necessary changes to the subdivision regulations that were first adopted by the Town Board in 1976. Revisions include modifications of the road cross sections to contemporary graphics, increases the minimum road right of width for local streets, increases the minimum sidewalk width from 4 feet to 5 feet, establishes uniformity in the type of curbing permitted, and consistency with engineering design standards as adopted by the American Association of State Highway Transportation Officials (AASHTO), prohibits the use of hammerhead turn-arounds for permanent dead end streets, requiring the use of cul-de-sac dead ends; and introduces a new section that requires developers to obtain a "resolution of commitment" for proposed public street designation.

This proposed amendment includes a provision that seeks Town Board acceptance of future public roadways or infrastructure prior to filing a preliminary plat subdivision application with the Planning Board. A new **Section 4-6 2H (1) & (2)** found on page 54 introduces a change to the subdivision review process that requires the Town Board to confirm its acceptance of a public roadway or other public infrastructure before the Planning Board considers approving a subdivision with future public roadways. Currently, the Town Board considers public improvement permit requests routinely as an agenda item through an Engineering Department resolution, and after the Town Planning Board has authorized the filing of a subdivision map cover. The new process provides on opportunity for the Town Board to consider if a proposed roadway will provide a public benefit and accept a perpetual maintenance obligation. If the developer desires to propose a private roadway, then he /she must provide draft certificates of incorporation for sewer works and water works corporations pursuant to NYS Transportation Law when a preliminary plat subdivision application is filed with the Planning Board.

The following draft Local Law identifies the proposed changes:

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

LOCAL LAW NO. ____-2024

TOWN OF AMHERST
COUNTY OF ERIE, STATE OF NEW YORK

A Local Law Making Amendments To Chapter 204 Of The Code Of The Town Of Amherst, Also Known As Subdivision Regulations.

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

~~Strikethrough~~ = Deleted; Underline = Added

PART 1
GENERAL PROVISIONS

§ 1-1. Title

The official name of this Local Law and this document shall be "Town of Amherst Subdivision Regulations" hereinafter referred to as the "Subdivision Regulations" or "these Regulations."

§ 1-2. Purpose and Intent

The purpose of these Subdivision Regulations and the intent of the use of legislative authority is to provide for the future growth and development of the town and the affording of adequate facilities for the housing, transportation, distribution, comfort, convenience, safety, health and welfare of its population by regulating the development of residential subdivision pursuant to the authority set forth in Town Law § 271 and § 276. The Town Board finds and determines that these subdivision regulations are necessary to protect and safeguard the Town of Amherst and its residents with respect to subdivision developments in the town which, once accepted, become a permanent unit in the basic physical structure of the community which the future community will of necessity be forced to adhere. It is the purpose of this law that all subdivision and platting of land shall be designed to achieve, among others, the following objectives:

1-2-1. To ensure orderly development and redevelopment of land to obtain harmonious and stable residential and nonresidential areas.

1-2-2. To ensure the design and installation of high-quality improvements and infrastructure in compliance with the specifications and standards established by the Town of Amherst, and the correct and complete recording of improvements.

1-2-3. To minimize ongoing costs of operating and replacing the Town's infrastructure.

1-2-4. To provide coordination of land development activities in accordance with the objectives of the Zoning Ordinance and the Comprehensive Plan.

1-2-5. To coordinate local subdivision actions with the requirements of county, state and federal statutes.

1-2-6. To provide safe and convenient vehicular and pedestrian circulation.

1-2-7. To require reservation of space for school, recreation, and other public use.

1-2-8. To ensure accurate preparation and recording of plats.

1-2-9. To ensure subdivision design mindful of avoiding, minimizing, or mitigating natural hazards and protecting natural resources.

§ 1-3. Authority, Local Supercession

This Local Law is enacted under the authority of subparagraphs (a)(12) and (d)(3) of the Municipal Home Rule Law § 10(1)(iii) and Municipal Home Rule Law § 22. It is the intent of this legislation to supersede the provisions of New York State Town Law dealing with subdivisions and the Highway Law in the following circumstances:

(a) Highway Law § 171(c) — Minimum right-of-way width of three rods.

(b) Town Law § 276(11) — Filing of final plat; expiration of approval.

(c) Town Law § 277(9)(a) — Furnishing performance bond.

(d) Town Law § 277(9)(b) — Security where plat is approved in sections.

§ 1-4. Interpretation

1-4-1. The provisions of these Regulations shall be construed to be the minimum requirements necessary for the preservation of public health, safety, and welfare within the Town.

1-4-2. These regulations are not intended to repeal, abrogate, or supersede any existing regulation of the Town, nor to conflict with any statutes, laws, or regulations of the State of New York, or Erie County, except that these Regulations shall prevail in cases where they impose a lawful restriction or requirement more severe than existing statutes, laws, or regulations. The Town shall not enforce private deed or plat restrictions.

1-4-3. The Zoning Enforcement Officer shall be responsible for the interpretation of this Local Law. **[Amended 3-4-2019 by L.L. No. 7-2019]**

§ 1-5. Delegation of Authority

By the authority of Article 16, § 276 of the Town Law of the State of New York and resolution of the Town Board of the Town of Amherst, Erie County, New York, dated ~~[insert effective date],~~ January 19, 1976 the Planning Board of the Town of Amherst is authorized and empowered to approve plats showing lots, blocks or sites, with or without streets or highways, and to approve preliminary plats, within that part of the Town of Amherst outside the limits of the Village of Williamsville.

§ 1-6. Jurisdiction

These Regulations shall govern all subdivision and re-subdivision of land lying within the Town limits of the Town of Amherst outside the limits of the Village of Williamsville.

§ 1-7. Application

1-7-1. In accordance with Article 16, § 278 of the Town Law of the State of New York, no plat of any subdivision shall be recorded in the Erie County Clerk's Office or have any validity until it shall have been approved in the manner prescribed in these Regulations and is in full compliance with them.

1-7-2. No building permit or certificate of occupancy shall be issued for any parcel or plot of land which was created by subdivision after the effective date of, and not in conformity with, the provisions of these subdivision regulations and no excavation of land or construction of any public or private improvements shall

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take place or be commenced except in conformity with these Regulations.

§ 1-8. Validity

Should any section or provision of these Subdivision Regulations be declared invalid such decision shall not affect the validity of these Regulations as a whole, or any part thereof, other than the section or provision so declared to be invalid, nor shall the decision affect its application to different facts or circumstances.

§ 1-9. Duration of Planning Board Approval

1-9-1. Approval of the following procedures shall expire in accordance with the following table.

Application	Duration of Approval
Sketch Plan	2 years
Preliminary Plat	6 months
Final Plat	1 year

1. So in original.

PART 2
DEFINITIONS

§ 2-1. Definition of Terms

2-1-1. Words in this Local Law are normally used in their ordinary English usage. Certain terms shall have the meanings that follow, except where the context clearly indicates a different meaning.

2-1-2. The word "shall" is mandatory; the word "may" is permissive; "should" is to be interpreted as expressing that which is desired and not specifically required.

2-1-3. All words used in the singular include the plural, and all words used in the present tense include the future tense.

§ 2-2. Abbreviations

FEMA Federal Emergency Management Agency United States Department of Homeland Security

PE Professional Engineer

ROW Right of Way

SEQR State Environmental Quality Review Act

§ 2-3. General Terms

BUILDING DEPARTMENT The Building Department of the Town of Amherst, New York.

COMMISSIONER OF BUILDING Commissioner of Building of the Town of Amherst, New York.

COUNTY Erie County, New York.

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HIGHWAY SUPERINTENDENT Highway Superintendent of the Town of Amherst, New York.

LAW Law, ordinance, rule or regulation of the federal, state, county or town governments, as appropriate.

PERSON Includes a firm, association, organization, partnership, company or corporation as well as an individual.

PETITIONER Any person who (1) having an interest in land, causes it, directly or indirectly, to be divided into a subdivision or who (2) directly or indirectly, sells, leases or develops or offers to sell, lease or develop, or advertises for sale, lease or development, any interest, lot, parcel site, unit or plot in a subdivision, or who (3) constructs or contracts to construct improvements on subdivided land or who (4) is directly or indirectly controlled by, or under direct or indirect common control with any of the foregoing.

PLANNING BOARD Planning Board of the Town of Amherst, New York.

PLANNING DIRECTOR Planning Director of the Town of Amherst, New York.

TOWN Town of Amherst, Erie County, New York, outside the Village of Williamsville, New York.

TOWN BOARD Elected legislative body, Town of Amherst, New York.

TOWN ENGINEER Town Engineer of the Town of Amherst, New York.

ZONING ENFORCEMENT OFFICER Zoning Enforcement Officer of the Town of Amherst, New York.**[Added 3-4-2019 by L.L. No. 7-2019]**

ZONING ORDINANCE The officially adopted Zoning Ordinance and Zoning Map of the Town of Amherst, together with any and all amendments and conditions adopted by the Town Board thereto.

§ 2-4. Specific Terms

ACCESS MANAGEMENT The process of locating and designing vehicular access connections to preserve the flow of traffic in terms of safety, capacity and speed.

ARCHITECT A New York State licensed professional authorized to practice architecture as defined by New York State laws.

BUILDABLE LAND Buildable land shall be defined as the net resulting acreage of a parcel or combination of parcels proposed for a realty subdivision when the following is subtracted from the gross parcel or combination of parcels:

a) Wetlands, including New York State designated wetlands (including any required adjacent area), those lands regulated by the US Army Corp of Engineers, and those identified on the National Wetland Inventory and subsequently field confirmed with a wetland delineation;

b) Areas within the Federal Emergency Management Agency designated floodway;

c) Streams, drainageways and open bodies of water as identified on storm sewers and open drainage system maps maintained by the Highway Superintendent.

BUILDING LINE (OR FRONT SETBACK) A line parallel to the street right-of-way line, or edge of pavement for a private road, between which line and the street right-of-way no structure may be built.

COMPREHENSIVE PLAN Materials, written and graphic, including maps, charts, studies, resolutions, reports and other descriptive material that identify the goals, objectives, principles, guidelines, policies,

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standards, devices and instruments for the immediate and long-range protection, enhancement, growth and development which have been adopted and may be amended by the Amherst Town Board in accordance with NYS Town Law § 272-a.

CONSTRUCTION DETAILS PLAN See Public and Private Improvement Permit.

CURB CUT A curb break, or a place or way provided for the purpose of gaining vehicular access between a street and abutting property.

DEVELOPMENT The act of building structures or installing site improvements.

EASEMENT An authorization by a property owner for the use by another, and for a specified purpose, of any designated part of the property.

ENGINEER A New York State licensed professional engineer (P.E.) authorized to practice engineering as defined by New York State laws.

EXCEPTION. ~~See Reserve.~~ A parcel or portion of a parcel that is not included or being considered as part of a proposed subdivision (See Reserve).

GRADES

1. STREET GRADE. 1) The elevation of the street as measured at its crown; or 2) the slope of the street as measured between two points.

2. NATURAL GRADE. The elevation above North American Vertical Datum of 1988, of the surface of the ground prior to any development. Within special flood hazard areas, the National Geodetic Vertical Datum of 1929 shall also be used.

3. FINISHED GRADE. The elevation of the finished surface of the ground adjoining the building after final grading and normal settlement.

HOMEOWNERS ASSOCIATION An incorporated non-profit organization operating under recorded land agreements through which each lot owner of a developed area is a member and each lot is subject to charges for a proportionate share of the expenses for the organization's activities such as maintaining common property.

IMPROVEMENTS (PRIVATE) Any facility or service together with its associated site necessary to provide street pavements, curbs, gutters, sidewalks, crosswalks, water mains, sanitary and storm sewers, street trees, utilities, and other appropriate items provided in the development installed privately, and to be owned, maintained or operated by a private entity, such as an individual, corporation or homeowners association.

IMPROVEMENTS (PUBLIC) Any public facility or service together with its associated public site or right-of-way necessary to provide street pavements, curbs, gutters, sidewalks, crosswalks, water mains, sanitary and

storm sewers, street trees, utilities, and other appropriate items as installed or provided in the development and to be owned, maintained, and operated by the municipality or special district.

IMPROVEMENTS (PUBLIC) Any public facility or service together with its associated public site or right-of-way necessary to provide street pavements, curbs, gutters, sidewalks, crosswalks, water mains, sanitary and storm sewers, street trees, utilities, and other appropriate items as installed or provided in the development and to be owned, maintained, and operated by the municipality or special district.

LAND SURVEYOR A New York State licensed professional authorized to practice land surveying as defined by New York State Laws.

LOT A parcel of land for a structure, use and the accessory structures or uses customarily incident to it,

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including such yards as are required by ordinance and such yards as are arranged and designed to be used in connection with such structure.

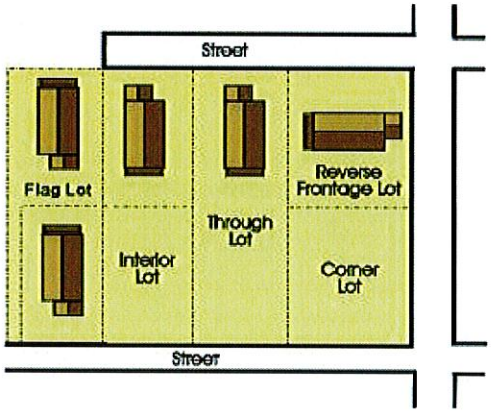
LOT LINE Any boundary line of a lot.

LOT MEASUREMENTS

1. DEPTH. The mean horizontal distance between the front and rear lot lines.
2. WIDTH. The horizontal distance of a lot measured along the building line at right angles to the mean lot depth line.

LOT TYPES

1. CORNER LOT. A parcel of land having lot lines at the junction of two or more streets or having lot lines on the same street forming an interior angle of intersection not more than 135 degrees.
2. FLAG LOT. A lot so shaped that the main building site area is set back from the street on which it fronts and includes only a long narrow access strip connecting the main building site with the frontage street.
3. INTERIOR LOT. A lot other than a corner lot.
4. THROUGH LOT. An interior lot which has frontage on more than one street.
5. REVERSE FRONTAGE LOT. A lot on which the frontage is at right angles or approximately right angles to the general pattern in the area. A reverse frontage lot may also be a corner lot, an interior lot or a through lot.



LOT OF RECORD Land designated as a separate parcel on a plat map or deed filed or recorded in the office of the Clerk of Erie County, New York.

MARGINAL ACCESS STREET A local street or alley that provides access to abutting properties parallel and adjacent to an arterial street.

OPEN SPACE An area unobstructed by buildings from the ground upward, except for walks, paths, landscaping or other site features in public, common or other private ownership. Yards of individual lots occupied by dwellings shall not constitute open space.

OPEN SPACE-COMMON A parcel or parcels of land or an area of water, or a combination of land and water within the site, privately owned and designed and intended for the use and enjoyment of two or more households residing in the site or in specified portions thereof, or other users if permitted by the owners of the common open space. Common open space may contain such structures and improvements as are necessary and appropriate for the benefit and enjoyment of persons served by such common open space.

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OWNER Shall include, in addition to its usual meaning, tenant, lessee, occupant, or other user.

PEDESTRIAN WALK A public or private right-of-way intended solely for pedestrian circulation which may be located within a street right-of-way.

PERFORMANCE BOND An agreement by and between a petitioner and a bonding company or personal fidelity or property bond in favor of the Town for the amount of the estimated construction cost, and guaranteeing the completion of physical improvements according to approved plans and specifications within the time prescribed by the petitioner's agreement.

PLAT A drawing showing the proposed plan of the subdivision and supplementary information which is submitted for approval to the Planning Board.

PLAT, PRELIMINARY A map and related material submitted to the Planning Board in order to obtain approval for a proposed subdivision of land. If approved by the Planning Board, it provides the basis for proceeding with the preparation of the final plat of a subdivision.

PLAT, FINAL A survey record of the subdivision, or part thereof, showing location of lots, street right-of-way, easements, and other pertinent data as required in these Regulations.

PUBLIC AND PRIVATE IMPROVEMENT PERMIT Permit to build a public or private improvement approved by the Town Board and issued by the Town Engineer.

PRIVATE UTILITY A utility whose ownership is not fixed in a public body as electrical, gas and phone lines and supporting apparatus, structures or markers.

RESERVE A parcel of land within a subdivision that is intended for future use, or interim continued existing use.

RESERVE STRIP A strip of land not dedicated to public use located between a private parcel and a public right-of-way that prevents access to the public right-of-way.

RESUBDIVISION A change in a map of an approved or recorded subdivision plat if such change affects any street layout shown on such map, or area reserved thereon for public use, or any lot line, or if it affects any map or plan legally recorded prior to the adoption of any regulations controlling subdivision. This process is also referred to as re-platting.

RIGHT-OF-WAY (ROW) The width, between property lines, of a street, alley, or easement (measured at right angles to the center line of a street).

RURAL SUBDIVISION Residential subdivisions in the AG, Agricultural, or R-R, Rural Residential Districts, or on land which is outside the utility service area for wastewater services and for which the provision of these services will be accommodated through the use of individual, privately owned systems.

SALE OR LEASE Any immediate or future transfer of ownership, including contract of sale or transfer, or an interest in a subdivision or part thereof.

SKETCH PLAN A simple sketch of the proposed layout of streets, lots, and other features of a proposed subdivision in relation to existing conditions, including topography, prepared by the petitioner and submitted to the Planning Board for the purpose of obtaining the advice and assistance of the Planning Department Staff and approval of the Planning Board before preparation of the preliminary plat.

SPECIAL FLOOD HAZARD AREA As defined by § 7-7-4 of the Zoning Code of the Town of Amherst.

STREET A public or private way which permits conducting of vehicular travel and/or affords a primary means of access by vehicles and pedestrians to abutting properties including the entire area within the right-of-way. The term includes those ways as shown on plats filed in the Office of the Erie County Clerk, whether improved or not.

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STREET CLASSIFICATIONS

1. EXPRESSWAY. A divided arterial highway for through traffic to which access from the abutting properties is prohibited and all street crossings are made by grade-separated intersections.

2. MAJOR ARTERIAL. A high volume roadway that carries the major portion of daily trips to centers of activity in the metropolitan area. Major arterials (also called principal arterials) place a greater emphasis on mobility rather than access to land and include fully and partially controlled access facilities in three categories: Interstates, Expressways, and Streets. A major arterial serves major through movements between important centers of activities in a metropolitan area, and a substantial portion of trips entering and leaving the area. It also connects freeways with major traffic generators.

3. MINOR ARTERIAL. A street that connects and augments the major arterial system. Although its main function is still traffic mobility, a minor arterial performs this function at a somewhat lower level and places more emphasis on land access than does a major arterial. A system of minor arterials serves trips of moderate length and distributes travel to geographical areas smaller than those served by a major arterial.

4. COLLECTOR. Street that distributes trips from and channels trips to arterials. Additionally, these roadways provide access and circulation within residential neighborhoods. Collector streets provide for both access and circulation within residential, commercial, and industrial areas. Their access function is more important than that of arterials, and unlike arterials, their operation is not always dominated by traffic signals.

5. LOCAL COLLECTOR. A street that distributes lower volumes of traffic from predominantly residential developments to collector streets and arterials. Local collectors carry through traffic, but at lower volumes than collectors.

6. LOCAL STREETS. A street that provides for local traffic and the lowest level of mobility. Through traffic movement is discouraged on local streets.

7. NARROW RESIDENTIAL STREET. A private roadway built to Town specifications.

8. ALLEY. A narrow passageway between or behind buildings; a public or private rear access or service

STREET GRADE — The slope of the street as measured between two adjacent points located on the street centerline (See Grades).

STREET LINE — The right-of-way line associated with: 1) a public street; or 2) edge of pavement abutting a private street.

STREET PAVEMENT — The wearing or exposed surface of the roadway used by vehicular traffic excluding gutters, shoulders, and curbing.

SUBDIVISION — The division of any parcel of land into five or more lots, blocks or sites in any three year period, with or without streets or highways, for sale or for rent for residential lots or residential building plots.

Such division shall include resubdivision of parcels of land for which an approved plat has already been filed in the office of the County Clerk and which is entirely or partially undeveloped.

SUBDIVISION, RURAL CLUSTER — A residential development in accordance with § 278 of NYS Town Law in the R-R District that helps retain viable agriculture and open space; minimizes land use conflicts; provides for recreational and habitat corridors through linked open space networks; achieves flexibility, efficiency and cost reduction in the provision of services and infrastructure; and does not rely on central sewer facilities.

SUBDIVISION, MAJOR — See § 4-3-2.

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SUBDIVISION, MINOR— See § 4-3-1.

SUBMISSION DATE — Date upon which the sketch plan, preliminary plat, or final subdivision plat, complete and accompanied by a fee, if required, and all supporting data required, has been received by the Planning Department.

SUPERELEVATION — The banking of a roadway along a horizontal curve so that motorists can safely and comfortably maneuver the curve at reasonable speeds.

THOROUGHFARE PLAN — The plan and recommendations adopted by the Planning Board or Town Board indicating existing and proposed freeways and streets.

TRAFFIC CALMING — The combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior, and improve conditions for non-motorized street users. Examples of traffic calming devices include speed tables, speed humps, diverters, neck-downs, chicanes, bump-outs, and roundabouts.

UTILITIES — All lines and facilities related to the provision, distribution, collection, transmission or disposal of water, sanitary and storm sewage, oil, gas, power, information, telecommunication and telephone cable.

WETLAND — Areas regulated by the New York State Department of Environmental Conservation or applicable Federal agencies as Fresh Water Wetlands as prescribed by law.

PART 3
DESIGN STANDARDS

§ 3-1. General

3-1-1. **Intent.** These design standards are intended as a guide to sound land planning and are for typical development conditions. Should there be unusual topographic or physical development conditions, these standards may be waived in accordance with § 4-7.

3-1-2. **Conformity to Comprehensive Plan.** Subdivisions shall be designed to be in agreement with objectives of the Comprehensive Plan and in general compliance with the plan for the area.

3-1-3. **Conformity with Thoroughfare and Utilities Specifications.** The arrangement, character, extent, size, grade and location of all streets and public utilities shall be consistent with the Thoroughfare and Public Utilities Plans and shall be considered in their relation to existing and planned streets and utilities. Proposed subdivisions shall be designed in such a way as to avoid casting an undue burden on the street system, drainage system, or other public facilities planned for the area. Subdivisions shall be designed in conformance with the Town of Amherst Standard Details and Specifications and are available at the Town of Amherst Engineering Department.

3-1-4. **Conformity to the Zoning Ordinance.** Subdivisions shall conform to the Zoning Ordinance regulations and Zoning Map for the area involved.

3-1-5. **Suitability of Land and Relation to Natural Features.** Land deemed by the Planning Board to be unsuitable for human habitation because of health, safety, public welfare, or sanitary problems shall not be platted for residential use, nor for such other uses as may involve danger to health, life, or property. Such land within a plat shall be set aside for uses appropriate to existing conditions. In subdividing any land, due regard shall be shown for all natural features, such as tree growth, water courses, historic locations, or similar conditions.

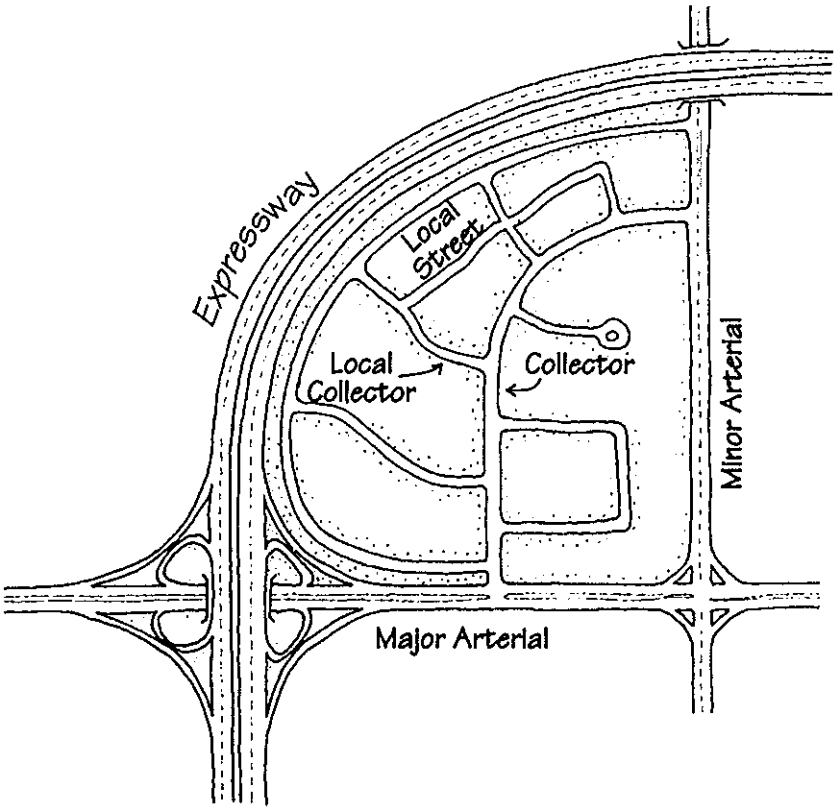
§ 3-2. Streets

3-2-1. Hierarchy.

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A. A street is a public way for purposes of vehicular travel and includes the entire area within the right-of-way. The street also serves pedestrian traffic and often accommodates public utility facilities within the right-of-way or on easements adjacent thereto. The improvement or development of streets is based on a functional street classification system which is part of the Comprehensive Plan.

B. A typical hierarchy of streets is shown below



3-2-2. General Design Guidelines. The following are general design guidelines for all public streets.

A. Street and pedestrian circulation patterns shall be compatible with objectives established by the Future Thoroughfare System in the Comprehensive Plan.

B. Planned layouts shall minimize overall length of local streets.

C. Driveway entrances shall be prohibited on arterial streets and shall be avoided wherever possible on collector streets.

D. Streets shall provide safe and convenient access to housing.

E. All dwellings shall be accessible by emergency and service vehicles.

F. Roadway networks shall improve efficiency and connectivity while preserving neighborhood character.

G. Traffic calming and access management measures shall be used in conjunction with a connected roadway network where needed.

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H. Provide for looping of utilities, where appropriate and desirable.

I. Necessary lighting along streets and walkways shall be provided.

J. Use of signs shall be minimized and signposts shall be unobtrusive.

K. Informational signs shall not compete with traffic control signs for driver attention.

L. Use of break-away street furniture shall be considered wherever possible and shall be grouped for aesthetic as well as safety values.

M. Sight distances shall be consistent with probable traffic speed, terrain, alignments, and climatic extremes.

N. Pedestrian, bicycle, and vehicular traffic shall be separated to the extent feasible.

O. Parks, play areas, and interior block open spaces, shall be visible from the street.

P. Horizontal and vertical street alignments shall relate to the natural contours of the site insofar as is practical and shall be consistent with other design objectives.

Q. Horizontal and vertical alignment of streets shall be selected to minimize grading quantities.

R. Wherever possible, street layouts shall be planned to avoid excessive runoff concentration.

S. Streets crossing drainageways inevitably will function as dams, and shall be designed to minimize adverse backwater effects, scour, and erosion.

3-2-3. General Construction Principles.

A. Pavement designs should be appropriate for the specific traffic load, subgrade soil, surface drainage, ground water, and climatic conditions existing at the pavement's location.

B. The thickness of a pavement should be a function of both the assured load supporting value of the earth subgrade beneath the pavement and the wheel load distribution characteristics of the pavement materials.

C. Pavement edge treatments other than curb and gutter may be used where conditions permit adequate drainage and the roadway base will not be adversely affected, subject to approval by the Highway Superintendent.

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3-2-4. Specific Design Standards.

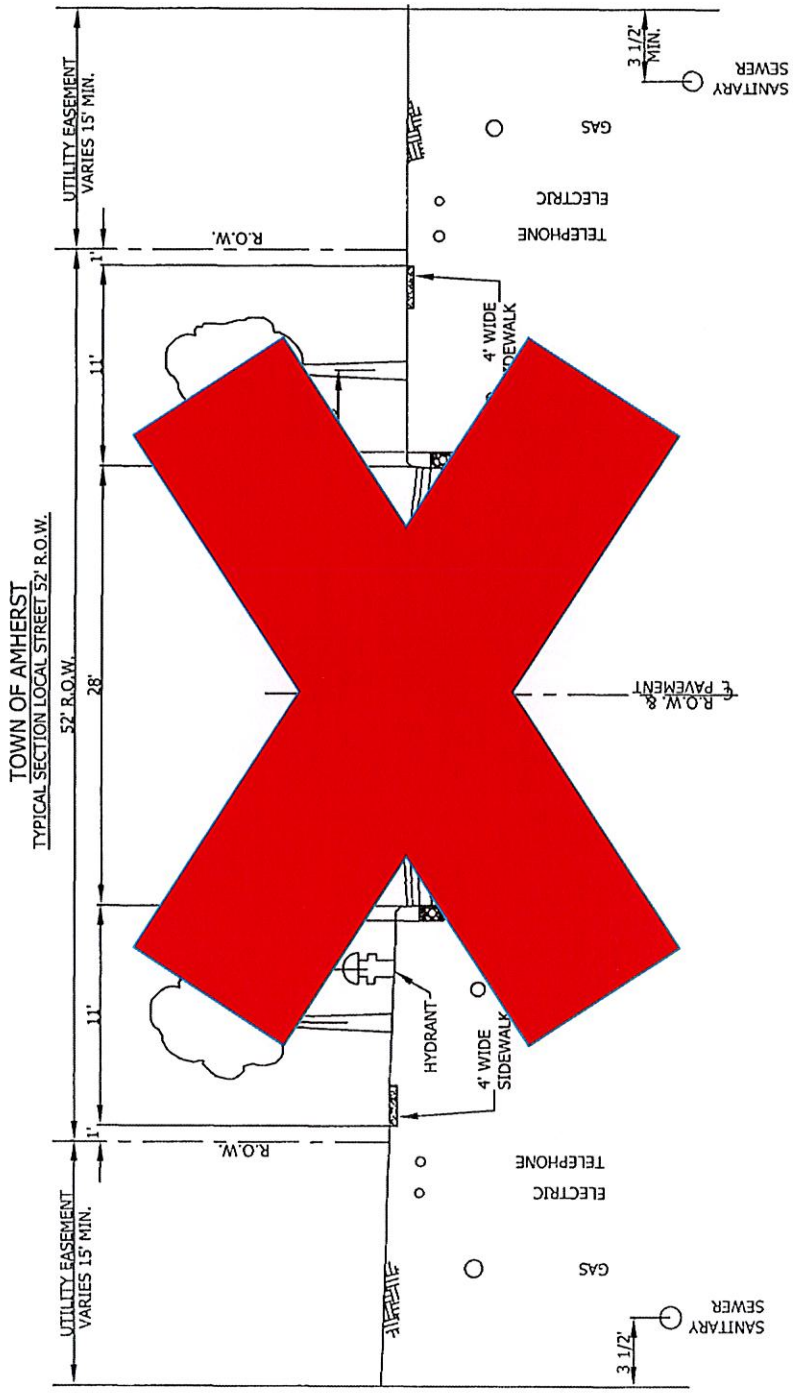
A. Geometric and Pavement Standards.

(1) Local Streets.

(a) The following standards shall apply to all local streets.

Overall Design Parameters	
Local streets are to be designed to provide the minimum stopping sight distance, maximum grade, minimum curve radii, and minimum design speed in accordance with American Association of State Highway Transportation Officials (AASHTO) Design Standards.	
~~Minimum stopping sight distance~~	~~1-15'~~
~~Maximum grade~~	~~8%~~
~~Minimum curve radius~~	~~72'~~
~~Design speed~~	~~20 – 30 mph~~
Roadway Requirements	
Minimum pavement width	28'
Minimum right-of-way width	~~52~~60'
Geometric Parameters	
Travel lane width and number	Two lanes 14' wide
Median width	None required; additional width required for development requesting medians
Parking lane width	Two lanes, 7' wide
Sidewalk width	~~4'~~ 5'
Bike lane width	None required; share street
Planting strip/snow storage area	11' ~~additional width optional~~ minimum

(b) The following figure illustrates the location and relationships between the parameters and requirements listed in the table.



Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

NEW SECTION REPLACES OLD SECTION DRAWING

Typical Section - Local Street

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

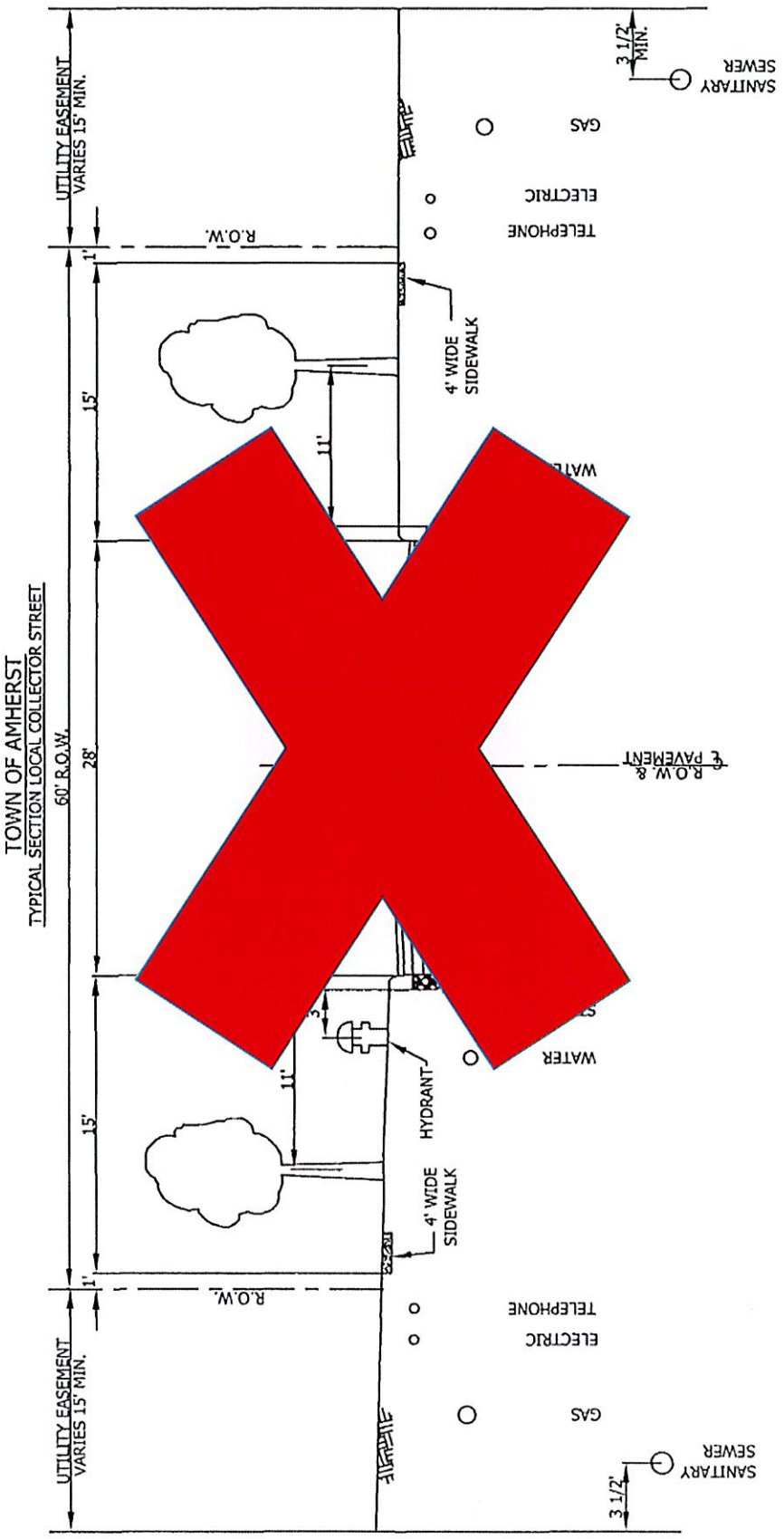
(2) Local Collectors.

(a) The following standards shall apply to all local collectors.

Overall Design Parameters	
Local collectors are to be designed to provide the minimum stopping sight distance, maximum grade, minimum curve radii, and speed in accordance with AASHTO Design Standards.	
~~Minimum stopping sight distance~~	~~2 35'~~
~~Maximum grade~~	~~7%~~
~~Minimum curve radius~~	~~200'~~
~~Design speed~~	~~20 30 mph~~
Roadway Requirements	
Minimum pavement width	28'
Minimum right-of-way width	~~52~~'60'
Geometric Parameters	
Travel lane width and number	Two lanes 14' wide
Median width	None required; except where necessary to control access and/or to provide pedestrian refuge. Additional roadway and ROW width will be required.
Parking lane width	7 — 8' if required
Sidewalk width	~~4'~~ 5'
Bike lane width	None required; share street
Planting strip/snow storage area	15'; additional width optional.

(b) The following figure illustrates the location and relationships between the parameters and requirements listed in the table.

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Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

NEW SECTION REPLACES OLD SECTION DRAWING

Typical Section - Local Collector

NOTE: Location of utilities to be determined by the applicable approving agency

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

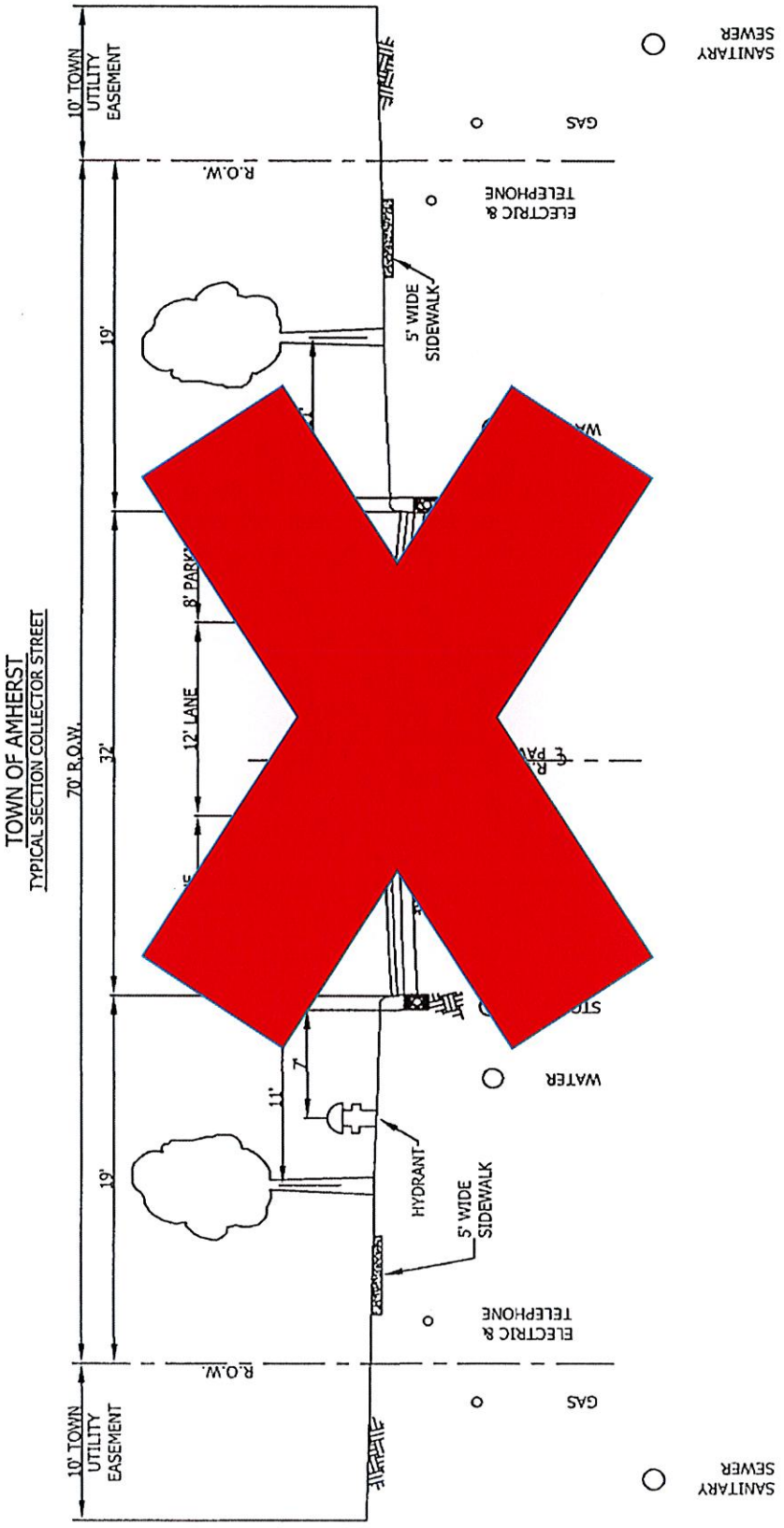
(3) Collectors.

(a) The following standards shall apply to collectors.

Overall Design Parameters	
Collectors are to be designed to provide the minimum stopping sight distance, maximum grade, minimum curve radii, and speed in accordance with AASHTO Design Standards.	
~~Minimum stopping site distance~~	~~2 75'~~
~~Maximum grade~~	~~7%~~
~~Minimum curve radius~~	~~285'~~
~~Design speed~~	~~30-60 mph~~
Roadway Requirements	
Minimum pavement width	32'
Minimum right-of-way width	70'
Geometric Parameters	
Travel lane width and number	Two 12' wide lanes
Median width	None required, except where necessary to control access and/or to provide pedestrian refuge. Additional roadway and ROW width will be required.
Parking lane width	Min. one 8' wide parking lane required.
Sidewalk width	5'
Bike lane width	Optional; where provided, two one-way 5' wide lanes located on the outside of the travel lanes.
Planting strip/snow storage area	19'; additional width optional.

(b) The following figure illustrates the location and relationships between the parameters and requirements listed in the table.

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NEW SECTION REPLACES OLD SECTION DRAWING

Typical Section - Collector

NOTE: Location of utilities to be determined by the applicable approving agency

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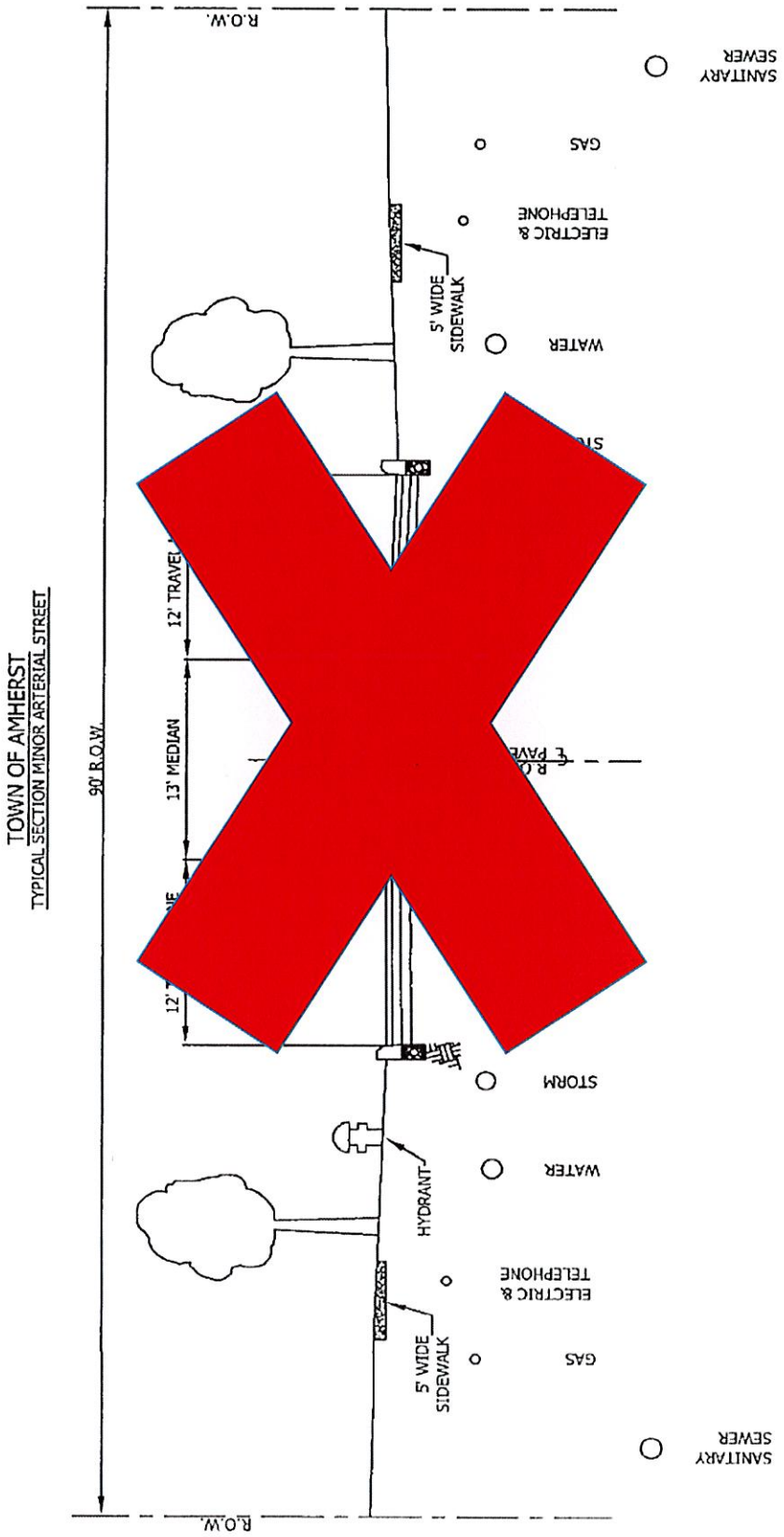
(4) Minor Arterials.

(a) The following standards shall apply to all minor arterials.

Overall Design Parameters	
Minor Arterials are to be designed to provide the minimum stopping sight distance, maximum grade, minimum curve radii, and speed in accordance with AASHTO Design Standards.	
~~Minimum stopping sight distance~~	~~2 75'~~
~~Maximum grade~~	~~7%~~
~~Minimum curve radius~~	4 ~~43'~~
~~Design speed~~	~~30 60~~ mph
Roadway Requirements	
Minimum pavement width	24'
Minimum right-of-way width	90'
Geometric Parameters	
Travel lane width and number	Two 12' wide lanes
Median/center turn lane width	13' where required
Parking lane width	8' where required
Sidewalk width	5'
Bike lane width	Optional; where provided, two one-way 5' wide lanes located on the outside of the travel lanes.
Planting strip/snow storage area	Distance from centerline to curb or outside of plowed area in feet x 0.6; additional width optional.

(b) The following figure illustrates the location and relationships between the parameters and requirements listed in the table.

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)



Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

NEW SECTION REPLACES OLD SECTION DRAWING

Typical Section - Minor Arterial

NOTE: Location of utilities to be determined by the applicable approving agency

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

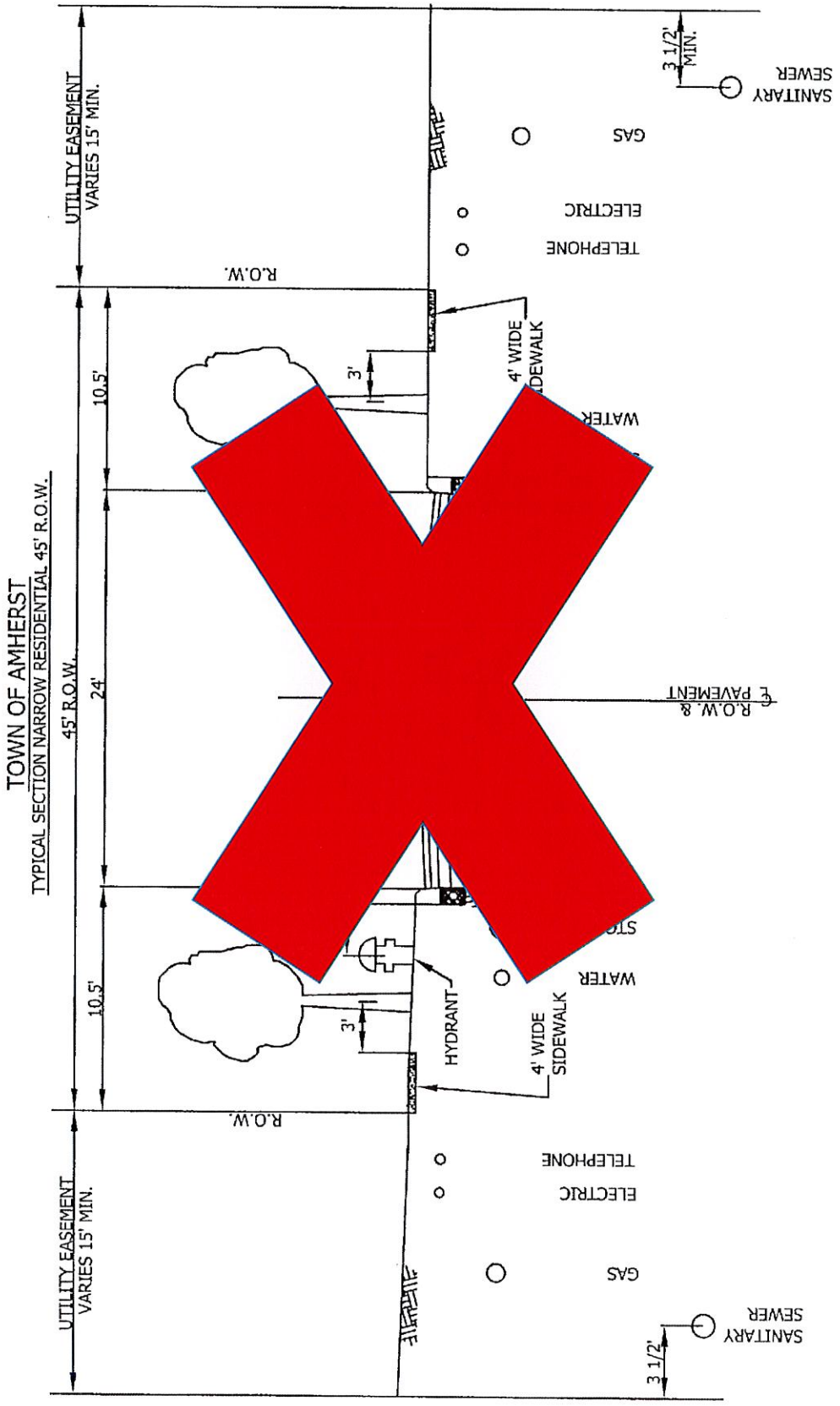
(5) Narrow Residential Streets.

(a) The following standards shall apply to all narrow residential streets. Narrow residential streets shall be used in conjunction with a private alley.

Overall Design Parameters	
Narrow Residential streets are to be designed to provide the minimum stopping sight distance, maximum grade, minimum curve radii, and speed in accordance with AASHTO Design Standards.	
~~Minimum stopping sight distance~~	1 ~~15~~'
~~Maximum grade~~	8%
~~Minimum curve radius~~	7 ~~2~~'
~~Design speed~~	2 ~~0~~ mph
Roadway Requirements	
Minimum pavement width	24'
Minimum right-of-way width	~~45~~' 49.5'
Geometric Parameters	
Travel lane width and number	One 17' lane
Median width	None required
Parking lane width	One 7' lane
Sidewalk width	4'
Bike lane width	None required
Planting strip/snow storage area	10.5'; additional width optional.

(b) The following figure illustrates the location and relationships between the parameters and requirements listed in the table.

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

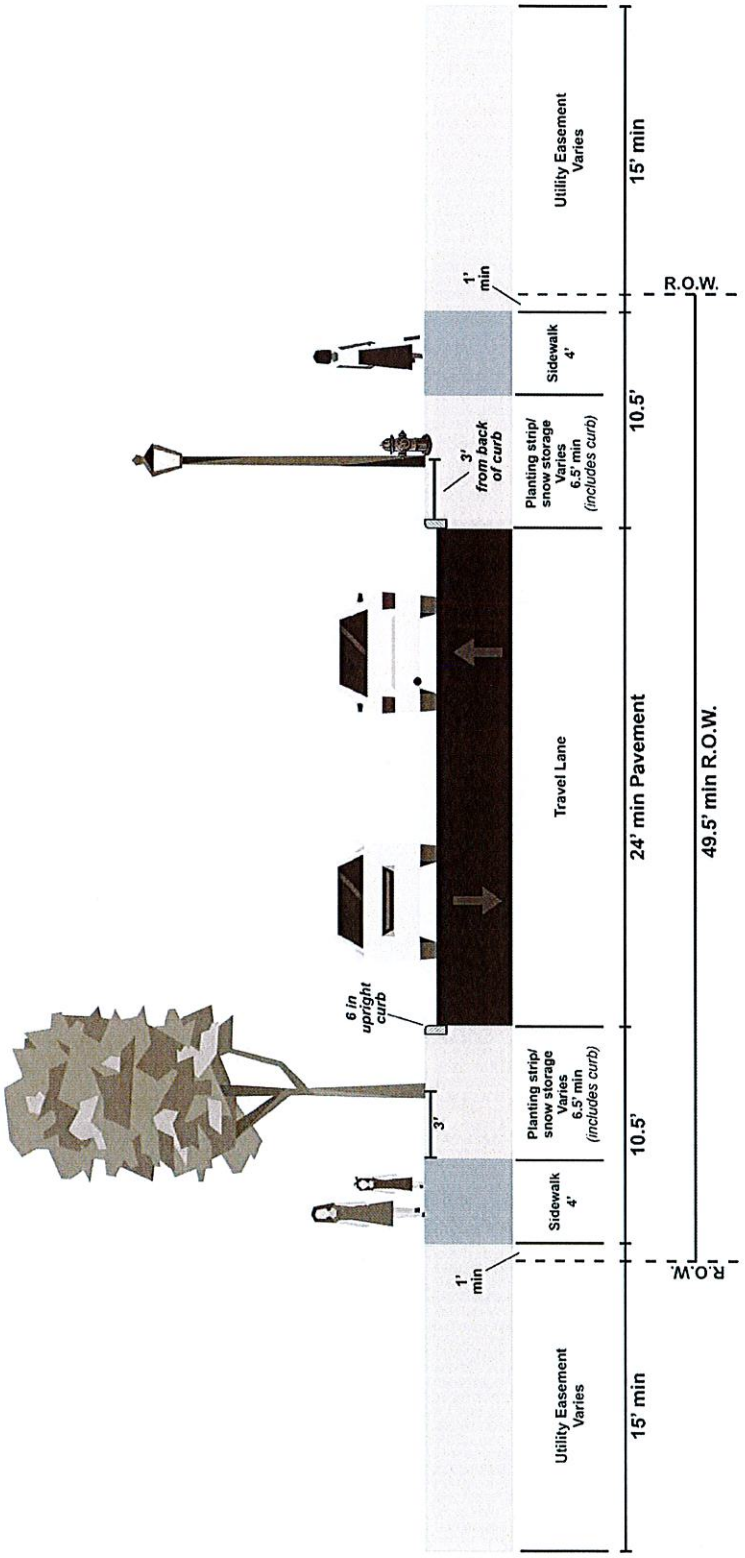


Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

NEW SECTION REPLACES OLD SECTION DRAWING

Typical Section - Narrow Residential

**Private Streets*



NOTE: Location of utilities to be determined by the applicable approving agency

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

(6) Alleys. A narrow passageway between or behind buildings; a public or private rear access or service roadway.

(a) The following standards shall apply to all alleys.

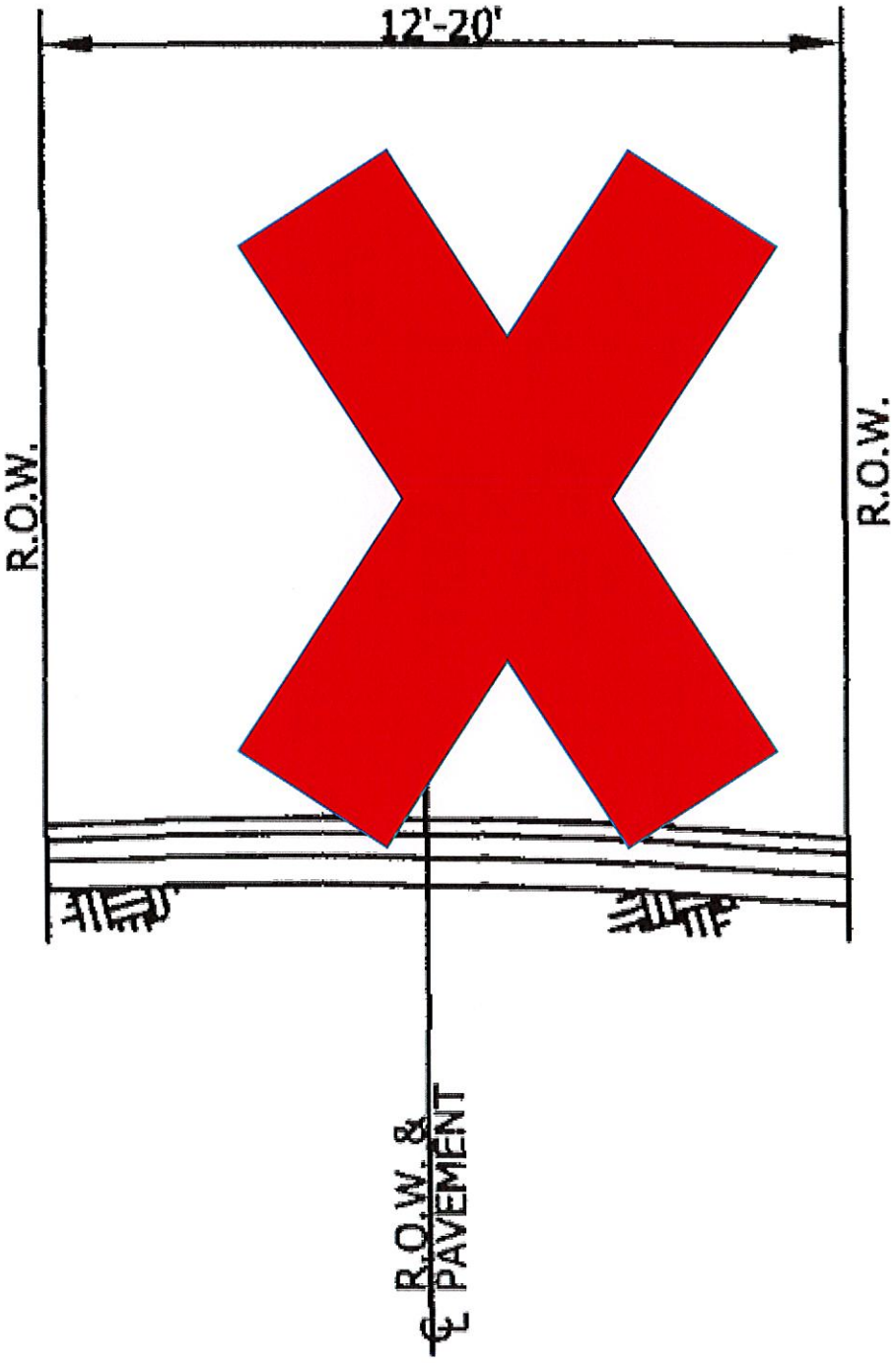
Overall Design Parameters	
Alleys are to be designed to provide the minimum stopping sight distance, maximum grade, minimum curve radii, and speed in accordance with AASHTO Design Standards.	
~~Minimum stopping sight distance~~	5 ~~0~~'
~~Maximum grade~~	8%
~~Minimum curve radius~~	7 ~~2~~'
~~Design speed~~	2 ~~0~~ mph
Roadway Requirements	
Minimum pavement width	
Minimum right-of-way	
Geometric Parameters	
Travel lane width and number	One 12-20' lane
Median width	None required
Parking lane width	None required
Sidewalk width	None required
Bike lane width	None required
Planting strip/snow storage area	One 12-20' lane

(b) The following figure illustrates the location and relationships between the parameters and requirements listed in the table.

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

TOWN OF AMHERST

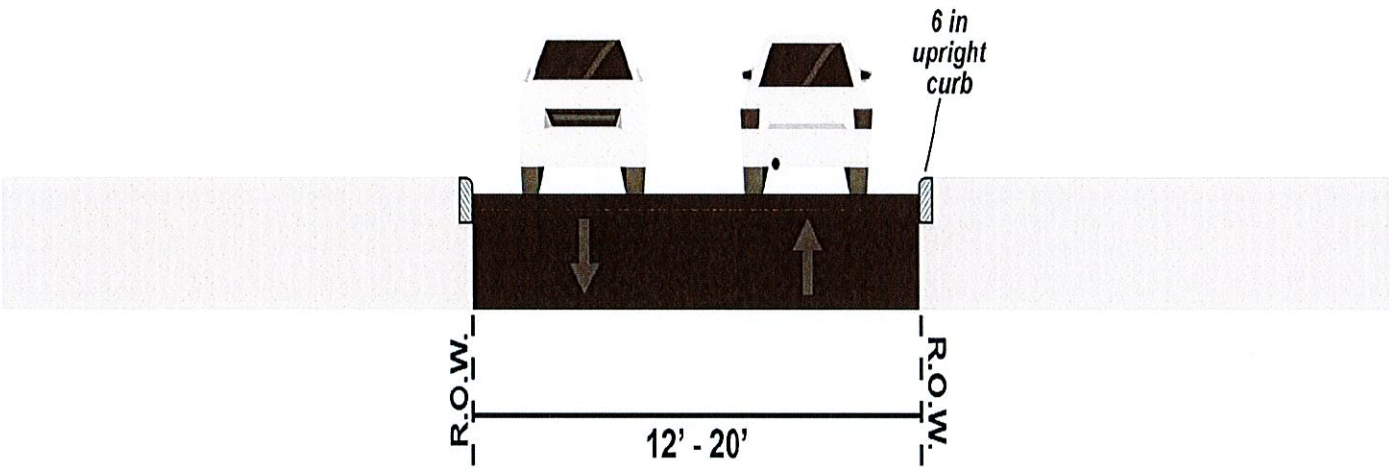
TYPICAL SECTION ALLEY 12'-20' R.O.W.



Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

NEW SECTION REPLACES OLD SECTION DRAWING

Typical Section - Alley



Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

(7) Standards Applying to all Streets.

(a) In order to provide for proper drainage, the minimum grade shall be 0.4 percent for streets with outer curbs. A grade of 0.35 percent may be used where there is a high type pavement, accurately crowned and supported on firm subgrade.

(b) An easement, when required, shall be a minimum of 15 feet for local streets and local collectors.

(c) Private streets shall be designed in accordance with the applicable standards in the tables above; and lot (parcel) lines are to be carried to the center of the roadway (not right-of-way).

B. Layout. The arrangement, character, extent, width and location of all streets shall be considered in their relation to existing and planned streets, to topographical conditions, to public convenience and safety, and in appropriate relation to the proposed uses of the land to be served by such streets. Where such streets are not shown on the Comprehensive Plan, the arrangement of streets in a subdivision shall either:

(1) Provide for the continuation or appropriate projection of existing streets ~~in~~ to surrounding areas; or

(2) Conform to a plan for the neighborhood approved or adopted by the Planning Board.

C. Alignment.

(1) Streets shall be laid out so as to intersect as nearly as possible at right angles and no streets shall intersect any other street at less than 80 degrees.

(2) The edge of pavement at street intersections shall be rounded with a radius of 20 feet, or of a greater radius where the Planning Board, Highway Superintendent, or Traffic and Safety Board deem it necessary.

(3) In the case of dead-end streets, where needed, the Board may require the reservation of a 50-foot wide easement or dedication, to provide for continuation of pedestrian traffic and utilities to the next street.

(4) Local streets shall connect with surrounding streets ~~where necessary~~ to permit the convenient movement of traffic, or to facilitate access to neighborhoods by emergency service vehicles, or for other sufficient reasons. ~~but connections shall be designed to avoid the use of such streets by substantial through traffic.~~

(5) ~~Whenever~~ Connections to anticipated or proposed surrounding streets are required. The right-of-way shall be extended to the property line, ~~and~~ the street shall be developed to the property line of the subdivided property (or to the edge of the remaining undeveloped portion of a single tract) at the point where the connection to the anticipated or proposed street is expected. No lot shall take access from the terminal end of such streets. The Planning Board may also require temporary turn-arounds to be constructed at the end of such streets pending their extension when such turn-arounds appear necessary to facilitate the flow of traffic or accommodate emergency or service vehicles.

(6) Street jogs with centerline offsets of less than 150 feet shall not be permitted.

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

(7) A tangent at least 100 feet long shall be introduced between reverse curves on major arterial and collector streets.

(8) An intersection of more than two streets shall be avoided unless specific conditions of design indicate otherwise.

(9) In general, street lines within a block, deflecting from each other at any one point by more than 10 degrees, shall be connected with a curve, the radius of which for the centerline of street shall not be less than 400 feet on major streets and collector streets and 200 feet on local streets.

(10) Minor or secondary street openings into collector or major arterial roads shall, in general, be at least 500 feet apart.

(11) Where a tract is subdivided into lots substantially larger than the minimum size required in the zoning district in which a subdivision is located, the Board may require that streets and lots be laid out so as to permit future re-subdivision in accordance with the requirements contained in these Regulations.

(12) Alignment in residential areas shall fit closely with the existing topography so as to minimize the need for cuts or fills. There is advantage in residential areas in purposely making the alignment of such nature as to discourage high speed through traffic. Caution shall be taken in the design of the alignment that the safety of the facility is not reduced.

(13) Where curves are superelevated lower values apply, but the radius shall never be less than 115 feet for local streets and 275 feet for collector streets.

D. Intersections.

(1) **Design Principles.**

(a) Paved areas within intersections shall be minimized.

(b) Oblique intersections and large corner radii shall be avoided.

(c) Wherever possible, intersections on curves should be avoided.

(2) **Intersection Design.**

(a) Intersections, including median openings, shall be designed with adequate corner sight distance and the area kept free of obstacles.

(i) The corner sight distance for collector streets shall be a minimum of 300 feet.

(ii) For local streets the corner sight distance shall be a minimum of 200 feet.

(b) Intersecting streets shall meet at approximately a 90 degree angle.

(c) The minimum off-set for "T" intersections shall be 125 feet centerline to centerline.

(d) Intersections and stacking areas shall be designed with a flat grade; the maximum grade on the approach leg shall be less than five percent.

(e) At street intersections in residential areas and elsewhere where there are heavy pedestrian movements, the minimum radius of curb return where curbs are used or the outside edge of pavement where curbs are not used, shall be a minimum radius of 30 feet.

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

E. Street Connectivity Requirements. An interconnected street system is necessary in order to promote orderly and safe development by ensuring that streets function in an interdependent manner, provide adequate access for emergency and service vehicles, enhance access by ensuring connected transportation routes, and provide continuous and comprehensible traffic routes.

(1) **Connectivity Defined.**

(a) Connectivity is defined by the ratio of links to nodes in any subdivision.

(b) Connectivity is defined by the ratio of links to nodes in any subdivision.

(c) Connectivity ratio is the number of street links divided by the number of nodes or end links, including cul-de-sac heads.

(d) A link is any portion of a public or private street meeting Town specifications and is legally accessible defined by a node at each end or at one end. Stubs to adjacent property shall be considered links. Alleys shall not be considered links.

(e) A node is the terminus of a street or the intersection of two or more streets.

(f) Any location where a street name changes shall be considered a node.

(g) Any curve or bend of a street that exceeds 75 degrees shall receive credit as a node. Any curve or bend of a street that does not exceed 75 degrees shall not be considered a node.

(2) **Required Ratio.**

(a) The street network for a subdivision of ~~30~~ 6 acres or more ~~lots~~ with internal roads or access to any public road shall achieve a connectivity ratio of not less than 1.40, measured within the subdivision.

(b) Street links and nodes along a local collector, collector or arterial street providing access to a proposed subdivision shall not be considered in computing the connectivity ratio.

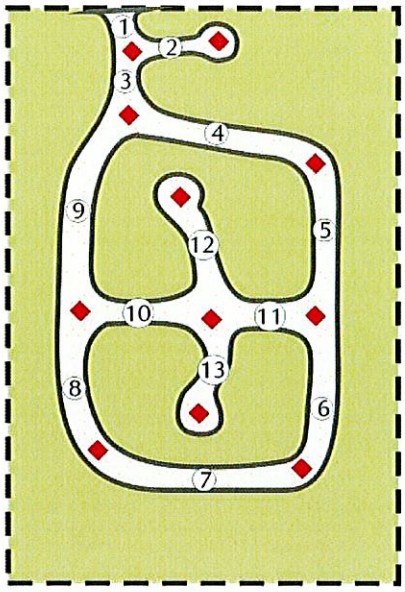
(c) A higher connectivity ratio in a surrounding area shall not provide justification to reduce the required connectivity of a proposed subdivision.

(d) The Planning Board may permit a lower connectivity ratio based upon site constraints.

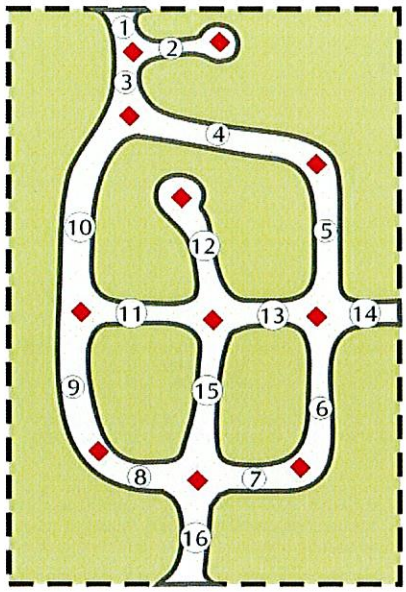
(3) **Sample Calculation.** The following sample calculation and figures show how the street connectivity ratio for a subdivision shall be calculated.

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

EXAMPLE 1: Does not meet ratio



EXAMPLE 2: Modified to meet ratio



Number = Link ♦ = Node

(4) **External Access Required.**

(a) All subdivisions shall provide the appropriate number of fire apparatus access roads, as described in § 7-6-7(c) of the Zoning Ordinance, Fire Apparatus Access Road Requirements.

F. Cul-de-sac Streets.

(1) ~~A curbed permanent turnaround shall be provided at the end of any permanent dead end street. This turnaround may be T or circular shaped. The commonly used circular form shall have the following dimensions. A curbed permanent turnaround shall be provided at the end of any permanent dead end street. This turnaround may be T or circular shaped. The commonly used circular form shall have the following dimensions.~~ Cul-de-sac street designs are discouraged in favor of future road connections and may only be used where there is no opportunity for a roadway extension and approved by the Town of Amherst Planning Board. This roadway terminus shall be circular-shaped. The circular form shall have the following dimensions, and illustrated below.

Standard	Without Island	With Island
Minimum Cul-de-Sac Radii (including ROW)	62 ft	66 ft
Minimum Cul-de-Sac Radii (to inside of curb)	52 ft	56 ft
Minimum pavement width	28 ft	36 ft
Right-of-way width, minimum	50 ft	50 ft
Utility Easement Width	15 ft	15 ft*
Maximum island radii	—	20 ft
* May be modified by the Planning Board or Director.		

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

(a) Approval by the Planning Board;

(b) Cul-de-sacs are only to be used when no opportunity for roadway extensions exist.

(2) An unpaved island may be provided at the center of the turnaround in accordance with the standards in the table above and provided that:

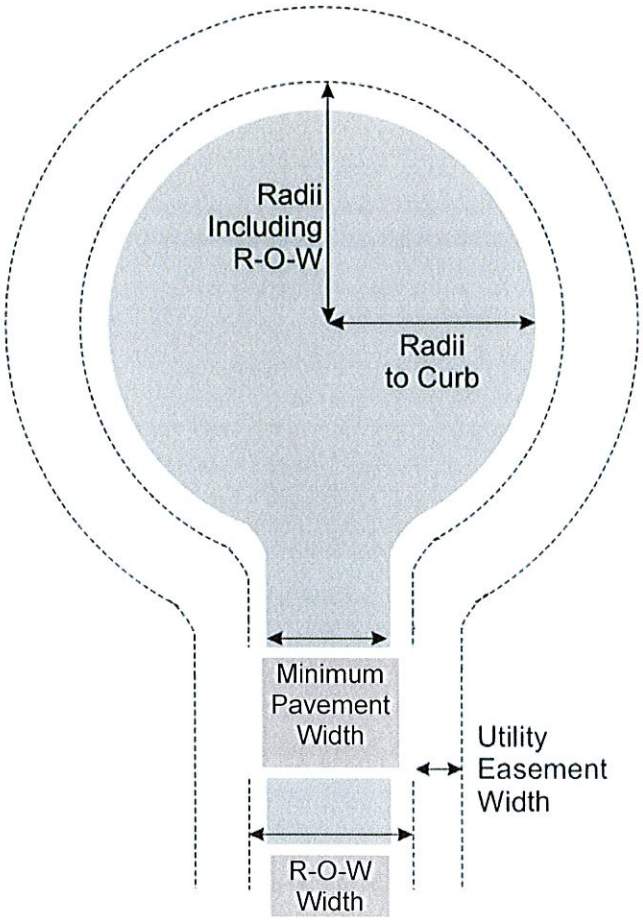
(a) The island shall be surrounded by ~~an island curb~~ a mountable curb.

(b) The surface of the island shall be ~~landscaped~~ delineated with vegetative landscape material.

(c) Landscaping or other elements located in the island shall not interfere with the sight distance standards in § 3-2-4D(2).

(d) The island shall have a minimum diameter of 20 feet measured to the back of the curb.

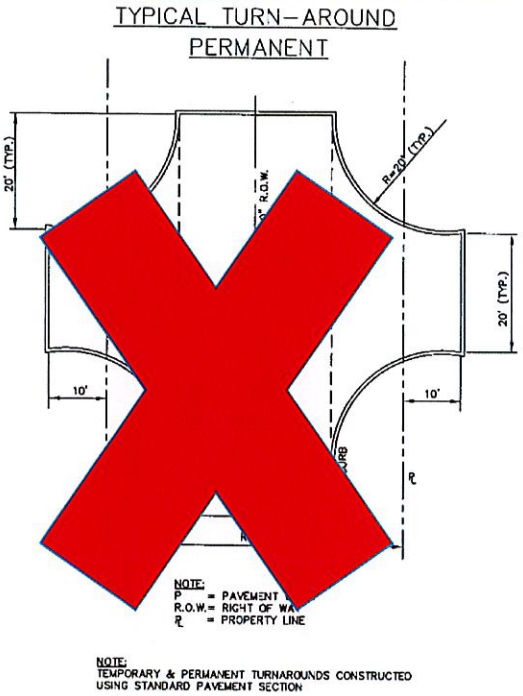
(e) The petitioner shall provide for perpetual maintenance of the unpaved island through a homeowners association or other acceptable organization.

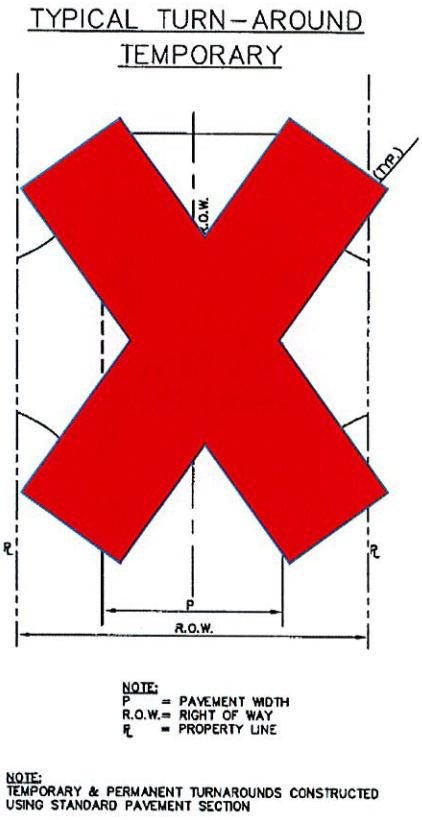


Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

(3) The T-shaped turnaround shall have the dimensions required in the figures below.

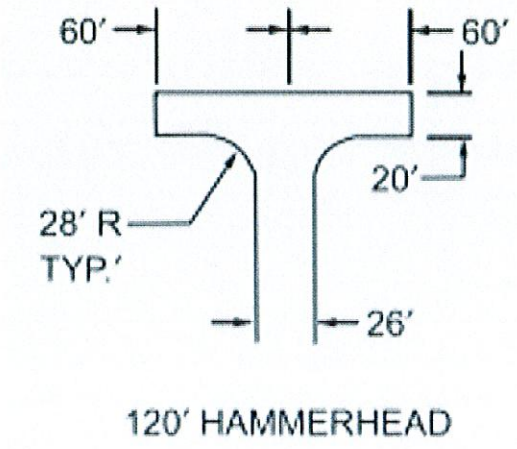
(a) No lot shall take access to a temporary turnaround ~~unless permission is granted at the discretion of the Highway Superintendent.~~. All temporary turnarounds must meet Appendix D of NYS Fire Code.



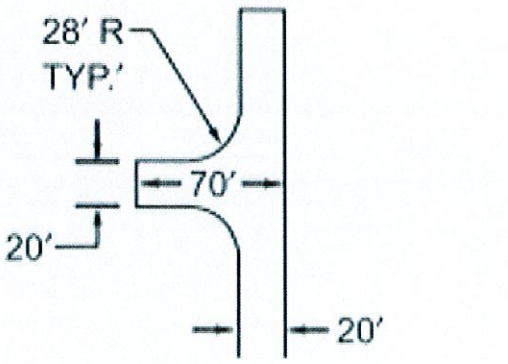


(4) All turnarounds shall contain adequate space for snow storage and for the maneuvering of emergency vehicles.

NEW IMAGES TO REPLACE EXISTING ONES



120' HAMMERHEAD

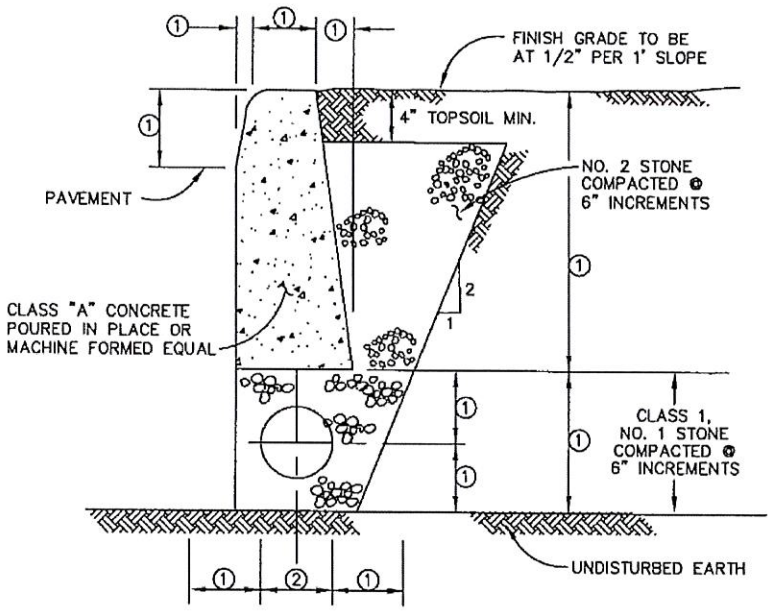


ACCEPTABLE ALTERNATIVE TO 120' HAMMERHEAD

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

G. Curbs. Minimum curb specifications and the measurement at pavement width are shown in the figure below. ~~There are three types of curbing which shall be permitted. However,~~ ~~i~~It is the policy of the Town of Amherst that Type "A" curbing shall be used for new public streets. ~~Wherever possible. The final selection of curbing shall be dependent on the site conditions, design character of the proposed subdivision and the anticipated traffic.~~

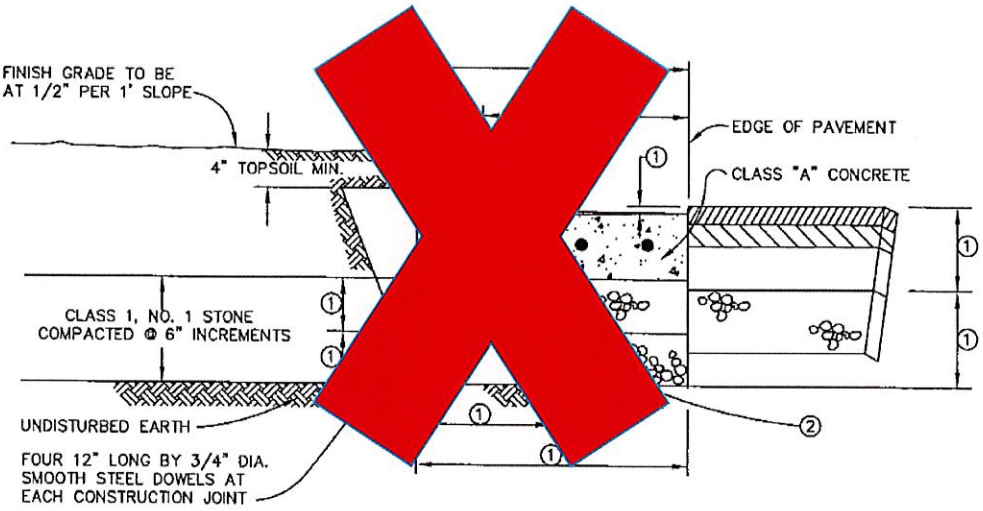
Type "A" Curbing



NOTE:
① DIMENSIONS ARE FOUND ON THE CURRENT STANDARD DETAILS ON FILE AT THE TOWN ENGINEERING DEPARTMENT
② P.V.C. UNDERDRAIN TO BE SDR-35, ASTM 27-29 OR EQUAL

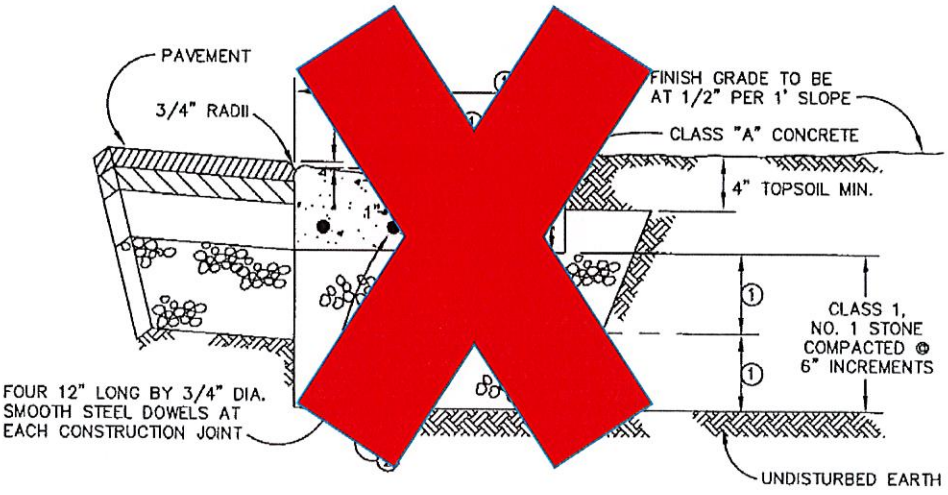
Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

Type "B" Curbing
Poured in Place



NOTE:
① DIMENSIONS ARE FOUND ON THE CURRENT STANDARD DETAILS ON FILE AT THE TOWN ENGINEERING DEPARTMENT
② P.V.C. UNDERDRAIN TO BE SDR-35

Type "C" Curbing
Poured in Place



NOTE:
① DIMENSIONS ARE FOUND ON THE CURRENT STANDARD DETAILS ON FILE AT THE TOWN ENGINEERING DEPARTMENT
② P.V.C. UNDERDRAIN TO BE SDR-35

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

H. Sidewalks and Pedestrian Circulation. A plan for safe and convenient pedestrian circulation within the subdivision and between the subdivision and surrounding areas shall be provided. Such plan ~~may~~ shall provide for walks along ~~the~~ proposed and existing streets, along rear property lines or in some other location acceptable to the Planning Board. The pedestrian circulation plan as approved by the Planning Board shall be based on expected use and function consistent with the following standards. A list of roads and their functional classifications is available from the Town of Amherst Planning Department.

(1) Pedestrians shall have convenient access to schools, shopping, and existing or possible public transportation load points.

(2) Pedestrian and bicycle-way alignments shall have a reasonable relationship to foreseeable movement, parking, and community facilities, and shall be safe, secure, and attractive.

(3) Potential pedestrian, bicycle, and vehicular conflicts shall be minimized.

(4) Pedestrian and bicycle travel routes shall be selected to have minimum practical change in grade (elevation) throughout their lengths.

(5) Sidewalks shall be installed on existing and proposed streets unless waived by the Planning Board as a part of an approved ~~site plan~~ subdivision or by the Town Board~~. In which event they shall be constructed in accordance with Chapter 83, Building Construction Administration, of the Town Code and located in accordance with §3-2-4A.~~

(6) Sidewalks shall be installed on all collector streets and arterials on all road frontages, as applicable, and shall be located in accordance with § 3-2-4A.

(7) Sidewalks shall be of a width as required in the specifications for sidewalk construction available from the Town of Amherst Engineering Department, Town of Amherst Standard Details and Specifications and Chapter 83, Building Construction Administration, of the Town Code.

(8) All required ramps and curb cuts shall be constructed to be in compliance with the requirements of the Americans with Disabilities Act and be included and constructed with the P.I.P. for the roadway.

(9) The Planning Board may require that sidewalks on existing or proposed streets be included and constructed with the P.I.P. for the roadway.

I. Roadway Width for Bridges and Culverts. The minimum clear width for all new bridges and culverts shall accommodate sidewalks or an area for pedestrians on both sides. The width of the sidewalk or areas shall depend on the road classification. ~~On streets with curbed approaches shall be the same as the curb to curb width of the approaches. For streets with shoulders and no curbs, the bridge width shall be the same as the approach roadway including shoulders. Sidewalks on the approaches shall be carried across all new structures and shall be considered an additional width to the bridge. There shall be at least one sidewalk on all sidewalk bridges.~~ There shall be sidewalks installed on both sides of all bridges/culverts. ~~and the Right-f-Way must include reserve for future sidewalk installation on the other side.~~

J. Pavement.

(1) The design of the pavement and subbase shall be consistent with the specifications in the Town of Amherst Standard Details and Specifications, available at the Town of Amherst Engineering Department.

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

(2) Due to the variables inherent in any design there can be no minimal standard. Each design shall be reviewed ~~on its own merits~~ and approved by the Town of Amherst Engineering Department on its own merits.

~~(3) Pavement cross-slope shall be adequate to provide proper drainage. The recommended standard is 0.020 feet per foot.~~

K. **Superelevation.**

(1) Superelevation is advantageous for street traffic operation, but in built up areas the combination of wide pavement areas, proximity of adjacent development, control of cross slope and profile for drainage, the frequency of cross streets and other urban features combine to make its use impractical or undesirable. Usually superelevation is not provided on local streets in residential and commercial areas; it should be considered on those in industrial areas. Superelevation shall be provided on collector streets wherever operating speeds will not be low.

(2) Where superelevation is used, street curves shall be designed for a maximum superelevation rate of 0.04 to 0.06 feet per foot.

L. **Paved Shoulders.** Paved shoulders, exclusive of on-street parking, are permitted on arterial or collector roads. Such shoulders shall be a minimum of six feet in width and shall be designed as an integral part of the road, accommodate other modes of mobility, and shall be constructed according to the Town's minimum specifications as detailed in the Town of Amherst Standard Details and Specifications, available at the Town of Amherst Engineering Department.

M. **Railroad-Street Grade Crossings.** Railroad-street grade crossings are to be designed in accordance with AASHTO Standards and the appropriate grade crossing protection devices shall be installed at all railroad-street grade crossings.

~~Appropriate grade crossing protection devices shall be installed at all railroad street grade crossings.~~

~~The minimum stopping sight distance for any street that intersects a railroad track shall be 200 feet.~~

N. **Clearance to Above-Grade Obstructions.** A minimum clearance of two feet shall be provided between the face of curb or edge of shoulder and above-grade obstructions, such as utility poles, lighting poles, and fire hydrants. On all streets these obstructions shall be located at or near the right-of-way line and outside of sidewalks.

O. **Roadway Lighting. [Amended 10-17-2022 by L.L. No. 20-2022]**

(1) Roadway lighting is required at all intersections and continuous lighting shall be provided on all proposed or existing roadways within a subdivision. If applicable the Town's lighting district shall be expanded to incorporate the proposed subdivision.

(2) The Planning Board as part of subdivision approval may waive the requirement for street lighting taking into consideration pedestrian and vehicle safety. The Planning Board may request independent reports or refer such a request to other agencies for recommendation.

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

P. **Traffic Control Devices.**

(1) It is important that there be consistent and uniform application of traffic control devices. Details of the standard devices and warrants for many conditions are found in the "Manual on Uniform Traffic Control Devices" prepared by the Federal Highway Administration and supplemented by the New York State D.O.T.

(2) Geometric design of streets should include full consideration of the types of traffic control to be used, especially at intersections where multiphase or actuated traffic signals are likely to be needed.

Q. **Landscaping, Erosion Control, and Street Trees.**

(1) **Landscaping and Erosion Control.**

(a) The Planning Board shall carefully consider and can require all landscaping elements within the right-of-way. ~~especially in cul-de-sacs, islands, and other areas where public ownership and maintenance will be required.~~ A detailed planting plan shall be submitted for the planting/snow storage area, and all other such areas as required and approved by the Planning Board, after receiving a recommendation from the Town's Planning Director, as a part of the preliminary platting process.

(b) A Landscape Plan for the area within ten feet ~~form~~ from the edge of pavement along private streets shall be submitted with the preliminary plat. The owner shall be responsible for all planting, maintenance, and necessary replacement.

(2) **Street Trees.**

(a) **Tree Removal Permit.** No trees shall be removed from an area in anticipation of development unless a Tree Removal Permit has been obtained under the Tree Local Law, Town Code Chapter 179.

(b) **Trees Required.**

(i) The issuance of each building permit for buildings adjacent to a public street shall be subject to planting one tree per forty feet of street frontage~~,~~ as per Local Tree Law, Town Code Chapter 179, Trees.

(ii) At the time of filing the building permit, the Town Clerk shall collect the cost of planting the required trees which cost shall be determined by the Town Board from time to time.

(c) **Specifications for Planting.**

(i) All trees shall be consistent with the requirements of Chapter 179 (Trees) of the Town Code ~~guaranteed for one year from the date of planting and shall be handled and transported in a manner conducive to good nursery practices at all times. All trees shall be pruned and planted and refilled with soil acceptable to the Highway Superintendent in a tree pit two times the ball diameter and one and one half times the ball depth, or twelve inches greater than the spread of the bare root stock and six inches greater in depth. Each planting shall~~

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

~~be well watered at the time of planting. Stakes shall be hard wood, eight-foot minimum height, and will be placed at time of planting outside the tree placement cavity with a minimum of two stakes per tree.~~

~~(ii) The top four inches to six inches of each stake shall be painted a color as specified by the Superintendent of Highways. In addition, all trees will be wrapped with tree wrap up to the first branch. Fertilizer should be one half pound per inch of caliper, worked into the trees' pit soil.~~

~~(iii) All trees shall be local or northern grown and will be subject to inspection at time of planning. All trees shall be supplied with well developed root systems. All trees are to have straight trunks with well developed heads. The caliper of trees shall be measured at a point six inches above ground level with a minimum caliper of one and three-quarter inches.~~

~~(iv) All trees shall be planted in accordance with § 179 of the Local Tree Law, Planting distance requirements,~~

R. **Yard Drainage — General.**

(1) Yards and areas shall be properly drained and connected to a storm sewer or other approved outfall.

(2) See the Town of Amherst Standard Details and Specifications, available at the Town of Amherst Chapter 83, Building Construction Administration, of the Town Code for details, including rear yard drainage and Sump Pump and Downspout Pipe Discharge.

S. **Rural Residential Subdivision Streets.** Each lot in a rural residential subdivision shall be provided with access to a durable and maintainable public or private street with adequate capacity, while retaining rural aesthetics and cost effectiveness, and without compromise to the Thoroughfare Plan.

(1) **Exceptions to Street Standards for Rural Residential Subdivisions.** The subdivision may contain roadside ditches in lieu of curb and gutter.

3-2-5. Grading and Topography. The street plan of a proposed subdivision shall bear a logical relationship to the topography of the property, and all streets shall be arranged so as to obtain as many building sites as possible at or above the grade of the streets. Grades of streets shall conform as closely as possible to the original topography and shall be in accordance with the Town Specifications for Public Improvements.

3-2-6. Marginal Access Streets.

A. Where a subdivision abuts or contains an existing or proposed arterial street as specified in the Comprehensive Plan, the Planning Board may require the following:

(1) Marginal access streets, and controlled access points;

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(2) Reverse frontage with screen planting contained in a non-access reservation along the rear property line;

(3) Deep lots with rear service access; or

(4) Such other treatment as may be necessary for adequate protection of residential properties and to afford separation of through and local traffic.

B. Where a subdivision borders on or contains a railroad right-of-way or limited access thoroughfare right-of-way, the Planning Board may require a street approximately parallel to and on each side of the right-of-way at a distance suitable for the appropriate use of the intervening land as for the following purposes:

(1) Parks;

(2) Deep residential lots backing to railroad or arterial street with planting screen in a no-access area at rear property lines of lots; or

(3) Motor vehicle parking, business or industry in appropriate districts.

C. Such distances shall be determined with due regard for the requirements of approach grades and future grade separations.

3-2-7. Other Street Improvements. Design standards for other required improvements such as fire hydrants, water main, and the location of sanitary and storm sewers are also available within the Town of Amherst Standard Details and Specifications on file at the Town's Engineering Department. Street lighting, traffic control signs, and street signs are found within Town Specifications for Public Improvements. Public and Private Improvement Permits are issued on the basis of compliance with these specifications.

3-2-8. Reserve Strips. Reserve strips controlling access to streets shall be prohibited except where their control is definitely placed with the Town under conditions approved by the Planning Board, Town Engineer, and Town Attorney.

3-2-9. Street Designation. Street names for a proposed subdivision shall be proposed by the owner which shall not duplicate or be confused with the names of existing streets in Erie County irrespective of modifying terms such as street, avenue, boulevard, etc. Streets that are or will eventually be continuations of existing or platted streets shall be of the same name. Street names shall be subject to the policies established by the Town Board and the approval of the Planning Director.

§ 3-3. Utilities

3-3-1. Underground Utilities. Utilities, to the extent practicable, are to be placed underground throughout a subdivision area and in conformance with Town Specifications for Public and Private Improvements, and consistent with 16 NYCRR, Part 100, Section 100.1.

3-3-2. Utility Easements. Suitable easements shall be provided for any utility service, including storm water drainage, as determined by the Town Engineer. They shall be established at sanitary sewers and applicable lot lines so as to provide continuity of alignment from block to block.

3-3-3. Storm Drainage Easements. Where a subdivision is traversed by an existing or proposed watercourse, storm sewer, drainage way, channel or stream, there shall be provided a permanent public or private drainage easement conforming substantially with the limits of such watercourse,

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which may include additional area adjoining such watercourse as determined by the Town Engineer and/or Highway Superintendent.

3-3-4. Pipes for Ditches. Street side ditch piping for stormwater along an existing street shall be the responsibility of the lot owner (or petitioner) and construction, removal, or replacement shall be in accordance with Town Specifications. Maintenance of a public facility shall be the responsibility of the Town.

3-3-5. Sewers.

A. Any building that has sanitary facilities, or is used by human occupants for living or sleeping, must be connected to a sanitary sewer system approved by the Erie County Health Department, if such sewer is available.

B. All sanitary sewers and laterals must be installed before a street is improved and construction shall be in accordance with Town Specifications for Public Improvements. Sanitary sewers for conveyance to the Town, shall be accepted only as part of a public highway. Sanitary sewers constructed as part of a private roadway shall be under the ownership of a Sewer Works Corporation approved by NYSDOS.

C. The Town reserves the rights to require the installation of improvements necessary for non-rural subdivisions when the site is within a sewer district but public wastewater utility services are not currently available.

3-3-6. Water Distribution and Fire Hydrants.

A. Waterline types and installation shall be in accordance with Town of Amherst Engineering Department specifications.

B. Waterline size shall be a minimum of eight inches and on a grid system or interconnected wherever possible, based on generally accepted engineering practices for required fire flow. Waterlines for conveyance to the Town, shall be accepted only as part of a public highway. Waterlines constructed as part of a private roadway shall be under the ownership of a Water Works Corporation approved by NYSDOS.

C. Fire hydrant type and installation shall be in accordance with Town of Amherst Engineering Department specifications.

D. Fire hydrants shall be located a maximum of 500 feet apart.

3-3-7. Roadway Illumination. [Added 10-17-2022 by L.L. No. 20-2022]

A. Roadway illumination, associated fixtures and installation shall be in accordance with Town of Amherst Engineering Department specifications.

B. All light fixtures, conduit and associated electrical equipment shall be installed before a street is fully improved and construction shall be in accordance with Town Specifications for Public Improvements.

C. All conduit to the extent practicable shall be placed underground throughout a subdivision and shall be in accordance with Town Specifications for Public Improvements.

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D. Light poles generally are to be spaced at 150 foot staggered intervals along a roadway, unless the roadway alignment(s) would require otherwise as determined by the Town of Amherst Engineering Department.

E. Roadway Illumination for conveyance to the Town shall be accepted only as part of a public highway, and after a lighting district extension has been created by the Town Board.

§ 3-4. Blocks

3-4-1. Shape. No specific rule concerning the shape of blocks is made, but blocks shall fit readily into the overall plan of the subdivision, and their design ~~shall evidence consideration of~~ indicate topographical conditions, lot planning, traffic flow, pedestrian circulation and public open space areas.

3-4-2. Block Dimensions.

A. The maximum lengths of blocks containing a majority of lots measuring seventy-five feet in width and over ~~in width~~ shall be 1,800 feet, and the maximum length of blocks containing a majority of lots less than seventy-five feet in width shall be 1,200 feet.

B. Blocks over 900 feet long may, at the discretion of the Planning Board, require pedestrian ways at their approximate centers. The provision of additional access ways to schools, parks or other destinations may be required by the Planning Board.

C. Blocks shall have sufficient width to accommodate two tiers of lots including any additional allowance for natural features in between such as an existing watercourse. This standard shall not apply where single tier lots are required to separate residential development from arterial traffic, to separate lots from an incompatible use, to accommodate a requirement for single loaded streets, to allow for unusual topographical conditions or when adjacent to the outer perimeter of the subdivision, or when the Town wants to limit the length of dead end-cul-de sac streets which have no opportunities for future connection.

§ 3-5. Lots

3-5-1. Buildable. All lots shall meet the minimum area and lot dimensions required by the Town of Amherst Zoning Ordinance for the zoning district in which the lot is located.

3-5-2. Shape.

A. Generally, side lines of lots shall be at right angles to straight street lines and radial to curved street lines.

B. The average depth of a lot shall not generally exceed three and one-half times its average width unless approved by the Town of Amherst Planning Board.

C. Flag lots shall be discouraged ~~in non-rural subdivisions~~, except where environmental, design or other ~~constraints render subdividing otherwise unreasonable.~~ considerations favor such lot shapes.

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3-5-3. Access.

A. All lots shall have adequate access to the public thoroughfare system, and lots shall abut a public dedicated street or private drive or have access to such street or drive via a public alley. See NYS Town Law § 280-a(4) for streets not having frontage on a public street.

B. No lot shall take access from the turnaround areas described in § 3-2-4F.

C. In an effort to minimize the number of curb cuts and maximize green space, the Planning Board may require the sharing of curb cuts by adjacent lots.

3-5-4. Corner Lots. All ~~C~~corner lots shall ~~be increased in width over the width of typical interior lots, in accordance with the Zoning Ordinance~~ .meet the minimum area and lot dimensions required by the Town of Amherst Zoning Ordinance for the zoning district in which the lot is located.

3-5-5. Through Lots. Through lots shall not be permitted except under the following circumstances:

A. Where lots back upon an arterial, local collector or collector street. In such instances, vehicular access between the lots and the arterial or collector street is prohibited.

B. Where topographic or other conditions render subdividing otherwise unreasonable. Such through lots shall have an additional depth, as determined by the Planning Board, in order to allow for a protective screen planting on one frontage.

3-5-6. Lots Abutting a Watercourse.

A. **Riparian Buffer.**

(1) Riparian buffers shall be clearly indicated on all sketch plans, preliminary plats and final plats. Where maps show a difference in stream type for a particular reach of stream, the map that shows the greater level of stream protection shall apply.

(2) A riparian easement is required as part of the application and is to be shown on the subdivision plot and plan.

B. Buffer Width. Riparian buffers shall apply on each side of the watercourse and shall begin at the most landward limit of the top of the bank perpendicular to the direction of stream flow. Riparian buffers shall be a minimum of 50 feet in total width and require an easement.

C. Buffer Limitations.

(1) Buildings and other features that require grading and construction shall be set back a minimum of 10 feet from the edge of the buffer.

(2) Crossings by streets, driveways, bridges, utilities, culverts, recreational features or other facilities shall be allowed provided that they are designed to minimize intrusion into the riparian buffer. Such facilities may run generally within and parallel to the buffer only where no other access to the property is practical and when their design minimizes intrusion into the buffer.

(3) Riparian buffers may be used for passive recreational activities, provided that service facilities for such activities, including but not limited to parking, picnicking and sanitary facilities, shall be located outside of the riparian buffer.

3-5-7. Lots in a Floodway or Flood Plain District. All structures and uses in the Special Flood Hazard Areas are subject to the Flood Damage Prevention provisions of § 7-7 of the Zoning Ordinance.

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§ 3-6. Monuments and Lot Corner Markers

3-6-1. Permanent concrete monuments shall be made of concrete four inches by six inches by 24 inches, or six-inch diameter by 24 inches, or an approved equal, with 1/2-inch or larger iron pipe or iron rod cast in the center.

3-6-2. At least one permanent concrete monument shall be in each subdivision in accordance with Local Law No. 6, Chapter 119 and the Rules and Regulations 119-5.A, Town of Amherst Geodetic Survey Maintenance Network. The monument's location shall be approved by the Town Engineer.

3-6-3. Pipe monuments 3/4-inch in diameter, or steel rods 1/2-inch in diameter by 18 inches in length, shall be placed at the corners of each lot, block, at each intersection, of street center lines at angle points and at the ends and at suitable intervals along curbs. A suitable nail may be used should any of these locations fall within the street pavement.

3-6-4. All U.S., State, County, Town or other official benchmarks, monuments or triangulation stations in or adjacent to the property shall be preserved in precise position and identified on the final plat.

§ 3-7. Commercial and Industrial Areas

3-7-1. Vehicular Movement. The location for vehicular movements between commercial and industrial areas and adjacent streets shall be indicated, and restrictions shall be recorded upon the plat which shall restrict such vehicular movements to the location shown on the plat.

3-7-2. Easements. Easements may be required providing for vehicular movements through parking areas and to and from service areas, as well as easements which can be improved as buffer areas wherever the area adjoins property zoned for residential use. The installation of planting, walls, fences or other improvements that assure a satisfactory buffer or protective screen within said easement may be required by the Planning Board

3-7-2. Easements. Easements may be required providing for vehicular movements through parking areas and to and from service areas, as well as easements which can be improved as buffer areas wherever the area adjoins property zoned for residential use. The installation of planting, walls, fences or other improvements that assure a satisfactory buffer or protective screen within said easement may be required by the Planning Board

§ 3.8. Open Space Dedication

A. General. Dedication of open space shall be in accordance with Chapter 155, Recreation and Open Space, of the Town Code. A conservation easement limiting the use of the open space in perpetuity is required and is to be shown on the subdivision plot and plan. The easement shall provide for third party enforcement of the limits placed on the open space area.

B. ~~Cluster~~ Conservation/Cluster Subdivision.

(1) Ownership of open space created as part of a ~~cluster~~ conservation subdivision shall be retained by or transferred to any of the following third-party organizations, including any combination of such organizations;

(a) The owner of the property to be developed;

(b) A homeowners association;

(c) An established land trust, created as a not-for-profit agency in accordance with § 501(c)(3) of the Internal Revenue Code;

(d) A non-profit conservation organization created in accordance with § 501(c)(3) of the Internal Revenue Code;

(e) The Town of Amherst; or

(f) Another public agency responsible for natural resource preservation.

§3-9. Acceptance of Dedications

A. Streets

(1) ~~Streets shall be dedicated according to all applicable State and local laws.~~See section 4-6-3I and 4-6-3J

B. Parkland Sites

(1) Acceptance of dedications for parkland shall be by resolution of the Amherst Town Board.

PART 4
REVIEW PROCEDURES AND ENFORCEMENT

§ 4-1. Applicability

Whenever any subdivision of land of five or more lots is proposed and before any permit for the erection of a structure or facilities in or for such proposed subdivision shall be granted, the petitioner or authorized agent shall apply for and secure approval of such proposed subdivision in accordance with the procedures set forth in this Part.

§ 4-2. Pre-Application Conference

The petitioner for subdivision approval shall schedule a pre-application conference with the Planning Director or his or her designee to discuss the requirements for the following, but not limited to: the general layout of streets and lots, the reservation of land, street improvements, drainage, soil conditions, special flood hazard areas, wetlands, sewerage, water, fire protection, other community services and facilities, and the availability of existing services.

§ 4-3. Subdivision Classification

The Planning Director shall classify the subdivision as requiring a major or minor-subdivision on the basis of the pre-application conference and in accordance with the criteria in this Section.

4-3-1. **Minor Subdivision.**

A. The Planning Director shall only classify a subdivision as a minor subdivision where the proposal meets
all of the following criteria:

(1) The subdivision contains a minimum of five lots, but not more than nine lots fronting on an existing street;

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(2) The subdivision does not require the construction of new streets or roads, the extension of municipal facilities or the dedication of land;

(3) The subdivision does not adversely affect the development of the remainder of the parcel or adjoining property;

(4) The subdivision is not in conflict with any provision or portion of the Comprehensive Plan or Zoning Ordinance; and

(5) The subdivision does not require a waiver from these Regulations.

4-3-2. **Major Subdivision.** Any subdivision that contains more than nine lots shall be considered a major subdivision.

§ 4-4. Application Requirements

The following requirements shall apply to all applications for development review.

4-4-1. **Who May Submit Applications.**

A. All applications shall be reviewed by the Planning Director for his or her signature prior to filing with the Town Clerk. The Town Clerk shall receive payment of the required fees.

B. Applications shall only be accepted from persons having the legal authority to submit such applications. In general, applications shall be made by the owners or lessees of property, or persons who have contracted to purchase property contingent upon their ability to acquire the necessary approval under these Regulations.

C. The Planning Director may require a petitioner to present additional evidence of authority to submit the application.

4-4-2. **Forms.**

A. Applications required under these Regulations shall be submitted on forms and in such numbers as required by the Town.

B. All application forms are available from the Planning Department. The content of such application forms shall be determined by the Planning Director and may be amended from time to time.

4-4-3. **Fees.**

A. No application shall be accepted by the Town Clerk until all applicable fees, charges and expenses have been paid in full.

B. Filing fees shall be established from time to time by resolution of the Town Board to defray the actual cost of processing the application.

C. All required fees shall be made payable to "The Town of Amherst."

D. A petitioner who has paid an appropriate fee pursuant to the submission of an application, but who chooses to withdraw such application within 24 hours of application shall be entitled to a full refund upon written request to the Town. After this 24-hour period, the petitioner may petition the Town Board for a partial refund. The Town Board may request a recommendation on any request for a refund considered under this Section.

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4-4-4. **Applications to be Complete.**

A. An application and fee will be accepted for review when it contains all information necessary to initiate review as determined by the Planning Director or his or her designee. In addition, an application shall not be considered complete until a SEQR determination of significance under Town Code, Chapter 104, Environmental Quality Review, can be made.

B. The presumption is that all of the information required in the Town's application forms is necessary to satisfy the requirements of this Section. However, it is recognized that each application is unique, and therefore more or less information may be required according to the needs of the particular case. The petitioner may rely on the recommendations of the Planning Director as to whether more or less information should be submitted with the application.

C. An application not considered complete within six months after the initial date of submittal shall be considered null and void, except where such application is part of an ongoing SEQR review.

4-4-5. **Staff Consultation After Application Submitted.**

A. Upon determination of a complete application, the Planning Director shall review the application and confer with the petitioner to ensure that the petitioner understands the requirements of these Regulations; has submitted all of the information that the petitioner is required to submit; and that the application represents precisely and completely what the petitioner proposes to do.

B. Once the petitioner indicates that the application is as complete as the petitioner intends to make it, the application shall be distributed to the appropriate departments, officials and boards. However, if the Planning Director finds that the application remains incomplete, a recommendation to deny the application on that basis shall be provided to the Planning Board.

4-4-6. **Notice and Public Hearings.**

A. **Required Hearing.**

(1) Preliminary Plat. Within 62 days after the receipt of a preliminary plat by the Planning Board, the Planning Board shall hold a public hearing. The hearing shall be advertised at least once in a newspaper of general circulation in the Town at least five days before such hearing.

(2) Final Plat.

(a) No public hearing shall be required for review of a minor subdivision, or review of a final plat of a major subdivision provided that such plat is in substantial agreement with the approved preliminary plat.

(b) In the event that the Planning Director determines that the final plat of a major subdivision is not in substantial agreement with the approved preliminary plat, the Planning Board shall hold a public hearing within 62 days from the time of submission of the subdivision for final plat approval. The hearing shall be advertised in a newspaper of general circulation in the Town at least five days before such hearing.

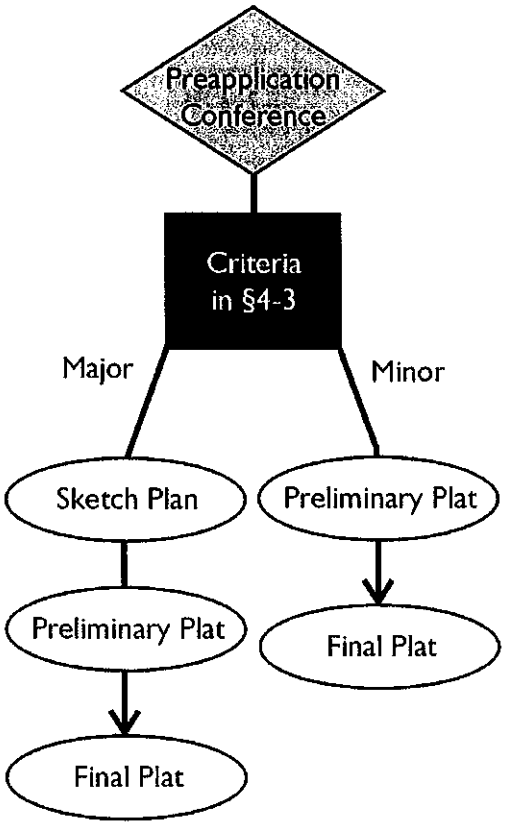
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4-4-7. **Summary of Review and Approval Authority.** The following table summarizes review and approval authority under these Regulations.

Review Procedure	Planning Director	Planning Board
Minor Subdivision		
Sketch Plan	Not Required	Not Required
Preliminary	Recommendation	Decision*
Final	Recommendation	Decision
Major Subdivision		
Sketch Plan†	Recommendation	Decision*
Preliminary	Recommendation	Decision*
Final	Recommendation	Decision
* = Public hearing required † = The Planning Director may waive the requirement for a sketch plan for a major subdivision of five to nine lots.		

§ 4-5. Minor Subdivision Submission Requirements

A minor plat shall be submitted and reviewed consistent with the requirements for a preliminary plat.



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§ 4-6. Major Subdivision Submission Requirements

4-6-1. Sketch Plan Review.

A. **Intent.** The sketch plan is not intended to be recorded. Its purpose is to show graphically all facts needed to enable the Planning Board and other Town departments to determine whether the proposed layout of land in question is satisfactory from the standpoint of public interest.

B. **Staff Review.**

(1) Copies of the sketch plan shall be referred to the Building, Highway and Engineering Departments, the Traffic and Safety Committee, the Assessor, the Youth and Recreation ~~Commission~~ Department, and any other agencies the Planning Director deems appropriate and the application is deemed complete.

(2) Within 30 days of determination of completeness, each agency shall review the application and notify the Planning Board in writing of its comments or recommendations.

C. **Planning Board Final Action.**

(1) Within 62 days from the date that the sketch plan is deemed complete, or such extension as mutually agreed upon, the Planning Board shall meet and approve, approve with conditions or disapprove the sketch plan taking into account the criteria in § 4-6-1D.

(2) If the Planning Board disapproves, it shall advise the petitioner in writing of the reasons for disapproval and the specific changes, if any, it shall require in the layout, and the character and extent of required improvements and land reservations as a prerequisite to the approval of the sketch plan.

(3) In approving the subdivision sketch plan, the Planning Board may impose such conditions as it deems necessary and consistent with the Zoning Ordinance, Comprehensive Plan, and other laws.

D. **Sketch Plan Review Criteria.**

(1) The Planning Board shall review the sketch, considering the requirements of these Regulations, the Zoning Ordinance, Comprehensive Plan, comments of the reviewing agencies and the best design use of the land being subdivided.

(2) In evaluating any sketch plan, the Planning Board shall consider the following:

(a) The arrangement, location and width of streets and their relation to the topography of the land;

(b) Vegetation, wetlands, special flood hazard area/base flood elevation;

(c) Sewage disposal, drainage requirements, water needs;

(d) Lot sizes and arrangement;

(e) Soil conditions;

(f) Recreation facilities and open spaces;

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(g) Such other concerns as may be appropriate including new streets or street extensions, and dimensions from new street to existing streets (off-sets); and

(h) Policies and recommendations of the comprehensive Plan.

4-6-2. **Preliminary Plat Review.**

A. **Submittal of Preliminary Plat and Improvement Plans.** Following approval of the sketch plan, the petitioner shall prepare a preliminary plat of a subdivision, together with improvement plans and other supplementary material as specified in these Regulations and as required by the Planning Board sketch plan approval. This plat shall cover the entire tract of land concerned, or portion thereof, unless the Planning Board has authorized a lesser area.

B. **Staff Review of Preliminary Plat.**

(1) Upon receipt of a complete application in accordance with § 4-4-4, copies of the preliminary plat and other supplementary material shall be referred to the Building, Highway and Engineering Departments, the Traffic and Safety Committee, and any other agencies the Planning Director deems appropriate.

(2) Within 30 days of determination of completeness, each agency shall review the application and notify the Planning Board in writing of its comments or recommendations.

C. **Planning Board Final Action.** Within 62 days or two consecutive Planning Board meetings after determination of completeness, the Planning Board shall approve, approve with conditions or disapprove the preliminary plat, taking into account the same criteria in § 4-6-1D(2).

D. **Preliminary Plat Review ~~Criteria~~.** In reviewing the preliminary plat, the Planning Board may impose conditions consistent with the intent and purpose of these Regulations, the Zoning Ordinance, Comprehensive Plan, sketch plan and other applicable laws. If the Planning Board recommends disapproval, it shall state its reasons in writing.

E. **Limits of Approval.** Approval of a preliminary plat shall not constitute final approval of the plat, but rather shall be deemed the approval of the design submitted on the preliminary plat as a basis to the preparation of the final plat, which shall be submitted for approval by the Planning Board and for recording in the Erie County Clerk's office upon fulfillment of the requirements of these Regulations
and the conditions of the approval, if any.

F. **Failure to Take Action.** Unless an extension is mutually agreed upon, in the event the Planning Board fails to take action on a preliminary plat within the time prescribed herein, such plat shall be deemed granted preliminary approval. A certificate of the Town Clerk as to the date of submission and the failure to take action within such prescribed time shall be issued on demand and shall be sufficient in lieu of written endorsement or other evidence of approval required in these Regulations.

G. **Zoning Ordinance.** All town regulations, including the Town Code, in effect at the time of preliminary plat approval shall apply to the preparation and approval of the final plat.

H. **~~Public~~ Improvement Plans.** Engineering drawings or plans for all proposed improvements, including but not necessarily limited to streets, pedestrian pathways, sidewalks, sanitary

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sewers, storm drainage sewers and systems, water system, etc., shall be furnished to the Planning Board along with the preliminary plat.

New section 4-6-2H(1) and 4-6-2H(2)

(1) If the petitioner desires to dedicate public improvements, including but not limited to sanitary sewers, water lines, storm sewers, roadways and street lighting he/she shall first obtain a "resolution of commitment" from the Amherst Town Board agreeing to accept a future public improvement before he/she makes application for preliminary plat approval.

(a) After sketch plan approval, the petitioner shall make a written request to the Amherst Town Board seeking a future commitment to accept planned public improvements, once constructed, consistent with the provisions of section 4-6-3I(2). An application for preliminary plat approval with proposed public improvements shall not be accepted by the Planning Board without a Town Board resolution of commitment. In instances where a site plan is being considered, an application for site plan approval with proposed public improvements shall not be accepted by the Planning Board without a Town Board resolution of commitment. Preliminary plat submissions without public improvements shall file draft certificates of incorporation for water and sewer works as specified in the following section.

(b) A written request to the Town Board seeking a resolution of commitment shall include the approved sketch plan or (draft site plan), an affirmation from the petitioner of his/her intention to seek condominium status pursuant to section 339-Y of the NYS Real Property Law, an itemization of the future maintenance costs of the public improvements after their project life, and the public benefit to the Town of Amherst if it should accept the proposed public improvements

(2) If the petitioner desires to build private utilities; at the time of preliminary plat submission, the petitioner shall provide draft sewer works and water works Certificates of Incorporation pursuant to Section 3 of the Transportation Corporations Law of the State of New York along with a draft copy of the bylaws for each corporation guaranteeing the perpetual maintenance of private sanitary sewers and private waterlines (see section 4-6-3I & 4-6-3J).

I. **Phasing Plan.** If phasing of the subdivision is anticipated, a conceptual phasing plan shall be submitted for review with the preliminary plat application and used as a guide for submittal of the final plat.

4-6-3. **Final Plat Review.**

A. **Submittal of Final Plat.** After issuance of an approved preliminary plat by the Planning Director, and w~~W~~ithin six months after approval by the Planning Board of a preliminary plat, the petitioner shall submit the final plat. The plat shall conform to the layout shown on the preliminary plat and shall contain any conditions imposed by the Planning Board during preliminary plat review.

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B. **Staff Review and Final Action.**

(1) Taking into account the criteria in § 4-6-3C ~~T~~the Planning Board shall approve, approve with conditions or disapprove the final plat ~~taking into account the criteria in § 4-6-3C~~ within 62 days of receiving the petition or two consecutive Planning Board meetings after determination of completeness.

(2) If the Planning Board disapproves the final plat, it shall state in writing the reasons for disapproval.

(3) The petitioner shall have 180 days to satisfy the requirements upon which the approval has been conditioned and obtain the certification from the Planning Board. This period may be extended by the Planning Director, if in its opinion the circumstances warrant such extension.

(4) If the petitioner does not meet the conditions of approval within 180 days or within the extension period provided by the Planning ~~Board~~Director, then the application shall be deemed disapproved.

C. **Final Plat Review Criteria.** In evaluating any final plat, the Planning Board shall consider the following:

(1) The application is complete and the information contained within the application is correct and sufficient enough to allow adequate review and final action.

(2) The final plat is determined to be consistent with an approved preliminary plat. The petitioner must certify in writing that the final plat is consistent with the preliminary plat. Any changes to the final plat that are not consistent with the preliminary plat must be identified in writing upon submittal of the final plat application. Failure to disclose changes pursuant to this section may result in the Planning Board declaring the final plat null and void after giving the petitioner notice and an opportunity to be heard on the matter.

(3) The final plat is consistent with any Town-approved construction plans for any required or agreed improvements.

D. **Failure to Take Action.** In the event the Planning Board fails to take action on a complete final subdivision plat application within the time prescribed in New York State Town Law, such plat shall be deemed approved, unless an extension has been mutually agreed upon. A certificate of the Town Clerk as to the date of submission and the failure to take action within such prescribed time shall be issued on demand and shall be sufficient in lieu of written endorsement or other evidence of approval required in these Regulations.

E. **Phasing.** Prior to granting approval of a final plat, the Planning Board may permit the plat to be phased into two or more sections. The Planning Board may stipulate such requirements as it deems necessary to insure the orderly development of the plat be completed. Conditional or final approval of the phases of a final plat shall be granted concurrently with conditional or final approval of the plat. Each phase shall comply with all applicable provisions of § 3-2, Streets.

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

F. **Filing of Plat.**

(1) The issuance of the following shall constitute final approval of a final plat:

(a) The signature of the Chairman of the Planning Board on the final plat; or

(b) The certificate of the Amherst Town Clerk as to the date of the submission of the final plat and the failure of the Planning Board to take action thereon within the time prescribed.

(2) The plat shall expire 62 days from the date of the Chair's signature constituting such approval of the final plat, or from the date such certificate is issued, unless within such 62-day period such plat or a section thereof shall have been duly filed or recorded by the owner in the office of the County Clerk.

(3) The filing of a final plat shall be consistent with the phasing plan approved in conjunction with the final plat.

G. **Period of Exemption for Subdivision Plats.** If a final plat or the first phase thereof has been duly filed in the office of the County Clerk, provisions of a change or amendment to the Town of Amherst Zoning Ordinance which establish or increase side, rear or front yard or setback requirements in excess of those applicable to building plots under the provisions of the Zoning Ordinance in effect at the time of the filing of the said subdivision plat or first section thereof, shall not, for a period of three years after the filing of the subdivision plat or first section thereof, be applicable to or in any way affect any of the lots shown and delineated on such subdivision plat.

H. **Modifications to Plat.**

(1) No changes, erasures, modifications, or revisions shall be made in any final plat after approval has been given by the Planning Board and endorsed in writing on the plat, unless the plat is resubmitted to the Planning Director and the Director deems such modifications to be minor in accordance with (2) below.

(2) Provided the number of lots remains the same, the moving of lot lines and the rearrangement of easements shall be considered a minor modification, subject to the approval of the Planning Director, provided that the resulting lots meet the minimum requirements of the Zoning Ordinance and all other applicable regulations for the subject parcel. All other modifications shall be deemed major modifications and shall require resubmission of a preliminary plat.

(3) In the event that any such plat is recorded without complying with this requirement, the same shall be considered null and void, and the Director shall institute proceedings to have the plat stricken from the records of the County Clerk.

I. **Approval Not Acceptance.**

(1) If any plat contains public streets, thoroughfares or easements which are to be dedicated as such, the approval of the plat shall not constitute an acceptance by the Town of Amherst of the improvements constructed or installed in the subdivision, irrespective of any acts by an officer, agent or employee of the Town with respect to such improvements.

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

(2) The acceptance of such improvements shall be made only by the adoption of a resolution by the Town Board after a certificate ~~there~~ has been filed by the Town Engineer with the Town Clerk and the Town Attorney's Office. ~~a certificate~~ ~~by~~ ~~The Engineer~~, ~~c~~Certifying that all improvements required to be constructed or installed in or upon such street, thoroughfares and easements in connection with the approval of the plat or subdivision by the Planning Board have been fully completed and the construction or installation thereof has been approved by the Town Engineer. Prior to issuance of any PIP for the subdivision by the Town Engineer, all accepted easements shall be filed with the plat and copies sent to the Planning, Engineering, ~~and~~ Highway Departments and Town Attorney's Office.

J. **Status of Streets on a Subdivision Plat.** Every street shown on a plat filed or recorded in the office of the County Clerk shall be deemed to be a private street until such time as it has been formally offered to the Town and formally dedicated as a public street, or alternatively until it has been accepted by the Town for use as a public street.

K. **Protective Covenants.** All protective covenants and deed restrictions required by the Planning Board as a condition of approval in form for recording shall be approved, by the Town Attorney prior to filing of the final plat with the County Clerk.

§ 4-7. Waivers

A. Where the Planning Board finds that extraordinary hardships may result from strict compliance with these Regulations, it may waive these Regulations so that substantial justice may be done and the public interest secured, provided that any such adjustment shall not have the effect of nullifying the intent and purpose of these Regulations.

B. In granting any adjustment, the Planning Board shall attach such conditions as are, in its judgment, necessary to secure substantially the objectives of the standards or requirements so adjusted.

C. Applications for waivers shall be made upon the filing of the sketch plan or preliminary plat as applicable to these regulations.

~~D. Any waivers, if known, should be included during sketch plan review.~~

§ 4-8. Text Amendments

This Local Law may, from time to time, be revised, modified, or amended.

§ 4-9. Appeal

4-9-1. Appeal of decisions made under these Subdivision Regulations by the Town Board, Planning Board, Planning Director, Commissioner of Building, the Zoning Enforcement Officer, or Town Engineer shall be heard in accordance with Article 78 of the New York Civil Practice and Law Rules.

4-10. Enforcement

4-10-1. **Penalties for Violation.** Any person who violates any provision of this Local Law or any regulation adopted hereunder is guilty of an offense punishable by a fine not exceeding $250, or imprisonment for a period not to exceed six months, or both. Each week's continued violation shall constitute a separate violation.

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

4-10-2. **Administrative Procedures for Enforcement. [Amended 3-4-2019 by L.L. No. 7-2019]**

A. **General Provisions.** This local law shall be interpreted by the Zoning Enforcement Officer with the assistance of the Town Engineer, Commissioner of Building, Planning Director, the Town Clerk and other agencies as the Town Board shall direct and shall be enforced by the Town Engineer and Commissioner of Building. Those departments and agencies shall be provided with the assistance of
such persons as the Town Board may direct.

B. **Records and Reports.** The Zoning Enforcement Officer shall keep, or cause to be kept, a record in his or her Department suitably indexed in regard to any decision or determination reached by him or her in connection with the interpretation or enforcement of these Regulations.

PART 5
PROVISION OF REQUIRED IMPROVEMENTS

§ 5-1. Installation of Improvements

The petitioner, at his or her own expense, shall provide (design, construct, install) the improvements required by these Regulations. All improvements shall meet Town standards and specifications as found in the Town Specifications for Public and Private Improvements.

§ 5-2. Performance Bond

5-2-1. There may be cases when, due to weather conditions or other factors beyond the control of the petitioner (exclusive of financial hardship) it would be unreasonable to require the petitioner to comply with all of the requirements of these Regulations prior to commencing the intended use of the property or occupying any buildings. In these cases, the Commissioner of Building may authorize commencement of the intended use or occupancy of buildings if the permit recipient provides a performance bond or other security of up to 125 percent of the cost of the remaining improvement to ensure that all subdivision regulations will be fulfilled within not more than three years.

5-2-2. In the event that any required improvements have not been installed in accordance with these Regulations within the term of the performance bond, the Town Board may declare the bond to be in default and collect the sum remaining payable. Upon the receipt of the proceeds of the bond, the Town shall install such improvements as are covered by the bond and as commensurate with the extent of building development that has taken place in the subdivision but not exceeding in cost the amount of such proceeds.

§ 5-3. Approval of Plans

5-3-1. **Public and Private Improvement Permit.** No improvement shall be constructed or installed without the prior approval of plans by the Town Board and the Town Engineer, who shall issue Public and Private Improvement Permits, as appropriate, following approval of the final plat or posting of a performance bond in accordance with § 5-2.

5-3-2. **Construction Contracts.** Prior to the start of construction of any required improvements, the petitioner shall furnish to the Town Engineer a copy of the specifications included in any contract entered into by the petitioner for such construction.

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

5-3-3. **Modification of Design of Improvements.** If at any time before or during the construction of the required public improvements it is demonstrated to the satisfaction of the Town Engineer that unforeseen conditions make it necessary or preferable to modify the location or design of such required improvements, the Town Engineer, in consultation with the Highway Superintendent and Planning Director, may authorize such modifications upon written request of the petitioner, provided such modifications are within the spirit and intent of the approved final plat approval and do not amount to the waiver or substantial alteration of the function of any improvement required by the Town. The Town Engineer shall issue any authorization under this Section in writing and shall transmit a copy of such authorization to the Planning Director.

§ 5-4. Inspection of Improvements

5-4-1. **Supervision of Construction.** The construction of all required improvements shall be supervised by a registered professional engineer employed by the Town of Amherst at the expense of the petitioner. After completion of construction, the supervising engineer shall certify to the Town Engineer that all required improvements have been constructed as required and approved by the Board or as such requirements have been modified by the Town Engineer. In addition, after completion of construction, the supervising engineer shall submit a certified plan showing all improvements as constructed, in the same detail as required for the Public and Private Improvement Permit drawings.

5-4-2. **Inspection by the Town.** The Town Engineer or designee shall inspect required improvements during construction to assure their satisfactory completion.

5-4-3. **Notification.** The petitioner shall notify the Town at least five days prior to the start of construction or installation of any improvement and at least 24 hours prior to the completion of such improvements.

5-4-4. **Fees.** All costs of inspection shall be charged to the petitioner at the issuance of a Public and Private Improvement Permit.

5-4-5. **Petitioner Responsible.**

A. If the Town Engineer finds, upon inspection, that any of the required improvements have not been constructed in accordance with the approved plans and specifications filed by the petitioner, he or she shall so report to the Town Board, Commissioner of Building, Zoning Enforcement Officer and Planning ~~Board~~Director. The Town Board shall then notify the petitioner and instruct the petitioner to correct any discrepancies. **[Amended 3-4-2019 by L.L. No. 7-2019]**

B. Failure to reject improvements shall not, in any way, prevent later rejection when such defects are discovered, or obligate the governing body to final acceptance.

§ 5-5. Maintenance Bond

The required improvements shall not be considered to be completed until the installation of the improvements has been approved and certified by the Town Engineer and a final as-built map has been submitted indicating the location of monuments marking all underground utilities as actually installed. In addition, a two-year maintenance bond for all required improvements shall be submitted prior to acceptance of all the improvements by the Town Engineer and issuance of a Public and Private Improvement Permit. A maintenance bond shall be in the amount of 25 percent of the construction cost for each utility.

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

Section 6. Effective Date

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

Francina J. Spoth
Town Clerk
Town of Amherst
County of Erie, New York

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

The Planning Board offers the following findings consistent with Section 4-8 of the Subdivision Regulations.

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

The proposed changes are consistent with the goals established in chapter 3.2 of the Town of Amherst Bicentennial Comprehensive Plan which seeks to improve the predictability and consistency of the development review and decision-making process .

INTENT AND OBJECTIVES OF THE SUBDIVISION REGULATIONS

The request is consistent with the purpose and intent of the subdivision regulations which seek to regulate the future growth and development of the Town and to afford adequate facilities for the housing, transportation, distribution, comfort, convenience, safety, health and welfare of its population by regulating the development of residential subdivision pursuant to the authority set forth in Town Law §271 and §276.

RECOMMENDATION

The Planning Board recommends that your Honorable Body concur with their findings to approve the proposed amendments.

The Planning Department requests that if the Town Board desires to act on the amendments to the to the subdivision regulations, that a decision date be established after the public hearing so that the Planning Department can prepare a SEQR Determination of Environmental Significance 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\Text Amendments\ZTA-2024\ZTA-2024-01_(Chapter_204_Subdivision_Regulations)\ZTA-2024-01_Town_Board_Letter_10_01_2024.docx
cc: Samuel Alba, Town Attorney

Planning Board Approval August 27, 2024
Ayes: 4, Noes: 0, Absent:3 (Davis, Giuliani, Penberthy)

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

TOWN OF AMHERST
PLANNING BOARD
ZONING TEXT AMENDMENTS
ZTA-2024-01

PETITIONER
Town of Amherst
5583 Main Street
Williamsville, NY 14221

AUG 29 2024 PM2

WHEREAS the Town of Amherst Planning Board on Tuesday August 27, 2024 held a public hearing on the proposed amendments to Chapter 204 of the Town Code (Subdivision Regulations), and

WHEREAS the Planning Board has reviewed materials regarding the text amendment proposal, and

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

WHEREAS per Section 204-4-8 of the Town Code, the Planning Board finds that:

1. The proposed text amendments are consistent with the remainder of Chapter 204.
2. The proposed text amendments do not present a new idea not considered in the existing Ordinance, or a revision necessitated by changing circumstances over time.
3. The proposed text amendments do not correct an error in the Ordinance.
4. The proposed text amendments do not revise the Ordinance to comply with state or federal statutes or case law.
5. The proposed text amendments advance the public health, safety or welfare of the community.
6. The proposed text amendment is generally consistent with the policies of the Comprehensive Plan.

NOW THEREFORE BE IT RESOLVED that the Planning Board recommends to the Town Board in accordance with Chapter 204, Section 4-8 of the Subdivision Regulations, that the request be approved.

The foregoing resolution was adopted by the Town of Amherst Planning Board, August 27, 2024; moved by Gill; seconded by Kahn; ayes 4; noes 0; absent 3 (Davis, Giuliani, Penberthy).

Michael J. Chmiel, Planning Board Chair

8/29/24
Date

DU/ac
X:\Current_Planning\Files\Text Amendments\ZTA-2024\ZTA-2024-01_(Chapter_204_Subdivision_Regulations)\ZTA-2024-01_resolution_082724.docx
cc: Traffic/Safety Coordinator
Commissioner of Building
Highway Superintendent
Town Engineer

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

TOWN OF AMHERST PLANNING DEPARTMENT

Zoning & Subdivision Text Amendment Application

File # ZTA-2024-01

1. Zoning Ordinance Text Amendment ☐
2. Subdivision Regulations Text Amendment ☒

PETITIONER:

- ☐ Town Board
- ☐ Planning Board
- ☐ Zoning Board of Appeals
- ☐ Commissioner of Building
- ☐ Planning Director
- ☒ Zoning Enforcement Officer

Sections Proposed to be Amended: (Attach sheets as necessary.)

Chapter 204: Subdivision Regulations Parts 1 – 5

Description of Amendments: (Attached sheets as necessary.)

Revisions to Part 2 Definitions,
Part 3 Design Standards, and
Part 4 Subdivision Classification

Materials Received by Planning Department

RECEIVED BY 5/28/2024 DATE

Materials Filed with Town Clerk

ACCEPTED BY DATE

X:\Current_Planning\Application Forms 2019\Zoning or Subdivision Text Amend App 2022.doc

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Town of Amherst Chapter 204 Subdivision Regulation Amendments		
Project Location (describe, and attach a general location map): Town-wide		
Brief Description of Proposed Action (include purpose or need): Proposed amendments to Chapter 204 (Subdivision Regulations) of the Code of the Town of Amherst		
Name of Applicant/Sponsor: Town of Amherst, New York	Telephone: 716-631-7051 E-Mail:	
Address: 5583 Main Street		
City/PO: Williamsville	State: NY	Zip Code: 14221
Project Contact (if not same as sponsor; give name and title/role): Daniel J. Ulatowski, AICP, Assistant Planning Director/ZEO	Telephone: 716-631-7051 E-Mail: dulatowski@amherst.ny.us	
Address: 5583 Main Street		
City/PO: Williamsville	State: NY	Zip Code: 14221
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	**If Yes: Identify Agency and Approval(s) Required**	**Application Date (Actual or projected)**
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes ☐No	Town Board Approval	July 8, 2024
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Planning Board Recommendation	June 24, 2024
c. City, Town or Village Zoning Board of Appeals ☐Yes ☐No		
d. Other local agencies ☐Yes ☐No		
e. County agencies ☑Yes ☐No	239M GML	May 28, 2024
f. Regional agencies ☐Yes ☑No		
g. State agencies ☑Yes ☐No	NYSDEC	May 28, 2024
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 (affects entire town)

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

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

If Yes, identify the plan(s):

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

If Yes, identify the plan(s):

the subdivision regulations apply to the entire community.

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

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?
the subdivision regulations affect the entire community and is applicable in every zoning district.

b. Is the use permitted or allowed by a special or conditional use permit? N/A ☐ 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? _____

C.4. Existing community services. N/A - The subdivision regulations affect the entire community.

a. In what school district is the project site located? _____

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

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

d. What parks serve the project site?

D. Project Details

D.1. Proposed and Potential Development

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

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

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☐ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☐ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☐ No
i. If No, anticipated period of construction: _____ months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

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

If Yes, show numbers of units proposed.

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

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

If Yes,

i. Total number of structures _____

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

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

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

If Yes,

i. Purpose of the impoundment: _____

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

_____

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

_____

iv. Approximate size of the proposed impoundment. Volume: _____million gallons; surface area: _____ acres

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

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

_____

D.2. Project Operations

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

If Yes:

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

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

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

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

_____

_____

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

If yes, describe. _____

_____

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

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

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

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

ix. Summarize site reclamation goals and plan: _____

_____

_____

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

If Yes:

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

_____

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

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: _____ 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: _____
- Does the existing public water supply have capacity to serve the proposal? ☐Yes ☐No
- Is the project site in the existing district? ☐Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No
- Do existing lines serve the project site? ☐Yes ☐No

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

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

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

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

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

_____

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

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

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

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

_____

_____

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

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐Yes ☐No
- Is the project site in the existing district? ☐Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

- Do existing sewer lines serve the project site? ☐Yes ☐No
- Will a line extension within an existing district be necessary to serve the project? ☐Yes ☐No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

_____

_____

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

If Yes:

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

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

_____

_____

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

_____

_____

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

If Yes:

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

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

_____

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

_____

_____

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

_____

_____

- Will stormwater runoff flow to adjacent properties? ☐Yes ☐No

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

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

If Yes, identify:

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

_____

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

_____

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

_____

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

If Yes:

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

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

- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

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

If Yes:

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

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

_____

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

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

_____

_____

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

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐Morning ☐Evening ☐Weekend

☐Randomly between hours of _____ to _____.

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

_____

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

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

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

_____

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

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

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

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

If Yes:

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

_____

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

_____

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

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

i. During Construction:

- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

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

If yes:

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

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

Describe:

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

If yes:

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

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

Describe:

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

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

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

If Yes:

i. Product(s) to be stored

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

iii. Generally, describe the proposed storage facilities:

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

If Yes:

i. Describe proposed treatment(s):

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

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

If Yes:

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

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

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

- Construction:
- Operation:

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

- Construction:
- Operation:

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

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			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

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

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

e. Does the project site contain an existing dam? ☐Yes☐No
If Yes:
i. Dimensions of the dam and impoundment:
- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:
_____
_____

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

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:
_____
_____

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

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

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

ii. If site has been subject of RCRA corrective activities, describe control measures: _____
_____
_____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐Yes☐No
If yes, provide DEC ID number(s): _____

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
_____
_____

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

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? _____ 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: _____ _____%
_____ _____%
_____ _____%

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

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

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

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

h. Surface water features.

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

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

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

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

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

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

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

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

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

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

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

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

i. Name of aquifer: _____

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

m. Identify the predominant wildlife species that occupy or use the project site: _____

n. Does the project site contain a designated significant natural community? ☐Yes ☐No

If Yes:

i. Describe the habitat/community (composition, function, and basis for designation): _____

ii. Source(s) of description or evaluation: _____

iii. Extent of community/habitat:

- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐Yes ☐No

If Yes:

i. Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☐No

If Yes:

i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☐No

If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐Yes ☐No

If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☐No

i. If Yes: acreage(s) on project site? _____

ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☐No

If Yes:

i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature

ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☐No

If Yes:

i. CEA name: _____

ii. Basis for designation: _____

iii. Designating agency and date: _____

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

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

If Yes:

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

ii. Name: _____

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

_____

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

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

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

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

If Yes:

i. Identify resource: _____

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

iii. Distance between project and resource: _____ miles.

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

If Yes:

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

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

F. Additional Information

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

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

G. Verification

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

Applicant/Sponsor Name Daniel J. Ulatowski, AICP Date 05/24/2024

Signature _____ Title Assistant Planning Director/ZEO

PRINT FORM

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

TOWN OF AMHERST
BUILDING DEPARTMENT
ERIE COUNTY, NEW YORK
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7080
FAX: (716) 631-7192

Mark S. Berke, P.E.
Commissioner of Building

RECEIVED
JUN 12 2024
TOWN OF AMHERST
PLANNING DEPT.

DATE: June 10, 2024

TO: Planning Department

FROM: Doug Gesel Supervising Code Enforcement Officer

RE: Amend §204 of Town Code, Subdivision of Land, ZTA 2024-01

☐: ☐ Subdivision is: ☐ ODA is: ☐ CSP is:

☐ Approved as Submitted

☒ Approved with the following conditions or changes:

3-2-4 Specific design Guidelines:

(5) Narrow Residential Streets (a) Minimum ROW 449.5' (this is incorrect I believe.)

☐ Denied for the following reasons:

☐ Not reviewable at this stage because the following information is not provided:

☐ Not applicable to this department at this time.

NOTE:

☐ Floodplain Development Permit required.

☐ Wetlands on property.

☐

*This review was for site compliance by the Building Department only.
* Final approval will come from the Planning Department
*Approval does not grant permission to start construction.

Douglas Gesel

Supervising Code Enforcement Officer
Town of Amherst Building Department

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

SITE PLAN OR ZONING REFERRAL TO COUNTY OF ERIE, NY AND REPLY TO MUNICIPALITY

Note: Please complete and send one copy with attachments to Erie County Division of Planning, Room 1053, 95 Franklin Street, Buffalo, N.Y. 14202. Retain a copy for your files.

DO NOT WRITE IN THIS SPACE

Case No.: M617-24-367

Received: 5/30/2024

The proposed action described herein is referred in accordance with the provisions of the General Municipal Law, which provides that if no reply is received in 30 days after receipt of full information including a SEQR EAF if applicable, the municipal agency may take final action without considering such reply. If, however, reply is received at any time prior to municipal action, such reply must be considered.

Description of Proposed Action

1. Name of Municipality: Town of Amherst

2. Hearing Schedule: **Date** 06/25/2024 **Time** 6:30PM **Location** 5583 Main Street

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:

6. Referral required as Site is within 500'of: ☐ State or County Property/Institution ☒ Municipal Boundary ☐ Farm Operation located in an Agricultural District

☐ Expressway ☐ County Road ☐ State Highway ☐ Proposed State or County Road, Property, Building/ Institution, Drainageway

7. Proposed change or use: Proposed amendments to Chapter 204 (Subdivision Regulations) of the Amherst Town Code.

8. Other remarks: (ID#, SBL#, etc.)

9. Submitted by: Daniel J. Ulatowski, AICP, Asst. Planning Director **Date:** 05/28/2024

Mailing Address: 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 5/30/2024. **The Division herewith submits its review and reply under the provisions of applicable state and local law, based on the information submitted with this referral.**

1. ☐ **The proposed action is not subject to review under the law.**
2. ☐ **Form ZR-3, Comment on Proposed Action is attached hereto.**
3. ☐ **The proposed action is subject to review; the Division makes the recommendation shown on Form ZR-4, Recommendation on Proposed Action, which is attached hereto.**
4. ☒ **No recommendation; proposed action has been reviewed and determined to be of local concern**

By the Division of Planning: Dan M. Hall **Date:** 7/5/2024

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Finance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 29478 **RESOLUTION 2024-775** **WITHDRAWN**

Elected Officials' Salaries for 2025

BE IT RESOLVED, that Elected Officials' salaries be set for the year 2025 as follows:

	2024 Salary	2025 Proposed
Supervisor	$105,000	$105,000
Councilmembers	$35,000	$35,000
*Deputy Supervisor	$4,000	$4,000
Town Clerk	$82,000	$82,000
** Records Management Officer Stipend	$15,000	$20,000
*** Registrar of Vital Statistics Stipend	$3,000	$3,000
Highway Superintendent	$100,000	$105,000
Town Justices	$102,000	$102,000
****Substance Abuse Court Stipend	$25,000	$25,000

BE IT FURTHER RESOLVED, that these salaries be part of the preliminary budget and be published as part of the public hearing notice(s) for the 2025 budget.

*Stipend for Deputy Supervisor
**Stipend for Town Clerk
*** Stipend for Town Clerk
****Stipend for each Town Justice

FINANCIAL IMPACT:

N/A. Part of preliminary budget.

RESULT: WITHDRAWN

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Finance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 29155 C **RESOLUTION 2024-776** **ADOPTED**

Set Date/Time/Location for Second 2025 Budget Public Hearing

BE IT RESOLVED, the following date, time and location be set for the second public hearing on the 2025 budget, as required under Local Law 2-2024, Transparency In Budget Process:

October 25, 2024 - 10:00am - Amherst Center for Senior Services

10/1/2024
Consent

FINANCIAL IMPACT:

N/A

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Councilmembers
Initiated by: **Michael Szukala**
Co-Sponsored by:

DOC ID: 29479 **RESOLUTION 2024-777** **WITHDRAWN**

Amherst Government Financial Advisory Board Appointment

WHEREAS, the purpose and mission of the Amherst Government Financial Advisory Board (AGFAB) is to review management letters from the Town auditors and to continue with each of the future management letter responses; and

WHEREAS, to investigate where the Comptroller's Department is not in compliance with the management letter and make recommendations to help ensure the compliance process; and

WHEREAS, to suggest improvements of the effectiveness or modification of the Town of Amherst government activities; and

WHEREAS, the AGFAB consists of seven (7) members appointed by the Amherst Town Board majority to serve a two (2) year term; and

WHEREAS, the AGFAB will meet once a quarter, or more, as needed; and

WHEREAS, Kenneth Smith's term has resigned effective 9/1/24; and

WHEREAS, Steve Meyer has expressed interest in serving on the AGFAB;

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Amherst Town Board appoints Steve Meyer for a term to conclude December 31, 2025.

FINANCIAL IMPACT:

None

RESULT:	**WITHDRAWN**

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Councilmembers
Initiated by: **Michael Szukala**
Co-Sponsored by:

DOC ID: 29453 **RESOLUTION 2024-778** **ADOPTED**

Set Public Hearing Date – Parking Restrictions on Local Roadways Surrounding Royal Park

Please schedule a public hearing on November 12, 2024 to restrict parking on various public roadways in the surrounding neighborhood of Royal Park.

"Parking is hereby restricted on the east side of Royal Parkway West between King Place and Pierpont Avenue."

And,

"Parking is hereby restricted on the west side of Royal Parkway East between King Place and Pierpont Avenue."

And,

"Parking is hereby restricted on the both sides of the dead-end portion of Queen Place between 187 West Royal Parkway (aka Royal Park) and Royal Parkway West."

And,

"Parking is hereby restricted on the north side of Queen Place between Royal Parkway West and Lafayette Boulevard."

And,

"Parking is hereby restricted on the south side of Queen Place between Royal Parkway East and Lafayette Boulevard."

And,

"Parking is hereby restricted on both sides of Royal Parkway West and East starting at the south property line of 46 West Royal Parkway and ending at the south property line of 25 East Royal Parkway, encompassing the northern curves and tee intersection."

10/1/2024
Consent

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Councilmembers
Initiated by: **Michael Szukala**
Co-Sponsored by:

DOC ID: 29450 **RESOLUTION 2024-779** **ADOPTED**

Set Public Hearing Date – Audubon Community Stop Sign Installations

Please schedule a public hearing on November 12, 2024 to install eight (8) traffic control devices at various intersections within the Audubon Community.

"The tee intersection of Robin Road and 1-47 Robin Road is hereby designated as a stop-controlled intersection and a stop sign shall be installed at the northwest corner in a direction to stop the southbound approach."

and,

"The tee intersection of Robin Road and 201-217 Robin Road is hereby designated as a stop-controlled intersection and a stop sign shall be installed at the southeast corner in a direction to stop the northbound approach."

and,

"The tee intersection of Robin Road and 218-234 Robin Road is hereby designated as a stop-controlled intersection and a stop sign shall be installed at the southeast corner in a direction to stop the northbound approach."

and,

"The four-legged intersection of Robin Road and 670-720 & 721-744 Robin Road is hereby designated as a stop-controlled intersection and stop signs shall be installed at the northeast and southwest corners in directions to stop the westbound and eastbound approaches, respectively."

and,

"The tee intersection of Robin Road and 757-799 Robin Road is hereby designated as a stop-controlled intersection and a stop sign shall be installed at the northeast corner in a direction to stop the westbound approach."

and,

"The tee intersection of Robin Road and 721-744 Robin Road is hereby designated as a stop-controlled intersection and a stop sign shall be installed at the southwest corner in a direction to stop the eastbound approach."

and,

"The tee intersection of Little Robin Road and 151-168 Little Robin Road is hereby designated as a stop-controlled intersection and a stop sign shall be installed at the northwest corner in a direction to stop the eastbound approach."

10/1/2024
Consent

FINANCIAL IMPACT:

< $400 in sign materials

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 29451 **RESOLUTION 2024-780** **ADOPTED**

Settlement of Article 7 Matter - Marjorie L. Amigone C/O McDonalds #3863 V. Town of Amherst

AGENDA ITEM : OCTOBER 1, 2024

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **September 19, 2024**

RE: **Settlement of Article 7 Matter**
Marjorie L. Amigone c/o McDonalds #3863 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 Interim 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 : October 1, 2024**)
Emily Murphy, Town Assessor

10/1/2024
Consent

FINANCIAL IMPACT:

Assessment

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

Attachment: McDonald's Amherst.10.1.24 (RES-2024-780 : Settlement of Article 7 Matter - Marjorie L. Amigone C/O McDonalds #3863 V. Town of

At an IAS term of the Supreme Court, held for the
County of Erie, New York,
at 50 Delaware Avenue, Buffalo, New York,
On the _____ day of _____, 2024

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

In the Matter of the Application of AMIGONE MARJORIE L c/o McDONALD's #3863, Petitioner, v. BOARD OF ASSESSMENT REVIEW AND/OR ASSESSOR OF THE TOWN OF AMHERST AND THE TOWN OF AMHERST, ERIE COUNTY, NEW YORK, Respondents.	Index Number 810395/2024 SBL No.: 69.09-2-6.2

WHEREAS Petitioner having heretofore commenced the above-entitled proceeding under Article 7 of the Real Property Tax Law to review the assessment of a certain parcel or real property located at and known as 5150 Sheridan Dr (SBL #69.09-2-6.2) in the Town of Amherst, County of Erie and State of New York for the 2024 assessment year; and

WHEREAS these proceedings having duly come before this Court, and Stavitsky & Associates, (James T. Ryan III, Esq.) having appeared for the Petitioner and Samuel A. Alba, Esq. having appeared for Respondent Town of Amherst, and the parties having agreed to a settlement of this proceeding; it is

STIPULATED, ORDERED and ADJUDGED, that the assessments on the property on the tax map and assessment rolls of the Town of Amherst or the assessment years are hereby reduced, corrected and fixed for the assessment rolls as follows:

S.B.L. Number 69.09-2-6.2

Assessment Roll	Assessment	Reduced Assessment	Amount of Reduction
2024	$1,625,000	$1,420,700	$204,300

and it is further

STIPULATED, OREDERED and ADJUDGED, that the assessment as reduced, corrected and adjusted herein is fair, equitable and proper for the purposes of this settlement, and it is further

STIPULATED, ORDERED and ADJUDGED, that the office 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, and if is further

STIPULATED, ORDERED and ADJUDGED, that Section 727 of the Real Property Tax Law shall apply to the adjusted assessment for assessment year 2024 and shall affect the 2025, 2026 and 2027 assessment rolls, and it is further

STIPULATED, ORDERED and ADJUDGED, that each of the parties have the right to seek specific enforcement of this Stipulation, order and Judgment by whatever means provided by law, and it is further

STIPULATED, ORDERED and ADJUDGED, that this Stipulation, 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 Stipulation, Order and Judgment, the above proceedings shall be, and the same hereby are, settled and discontinued with prejudice.

Attachment: McDonald's Amherst.10.1.24 (RES-2024-780 : Settlement of Article 7 Matter - Marjorie L. Amigone C/O McDonalds #3863 V. Town of

DATED:

ENTER

_____

Hon. Daniel J. Furlong

Signing and Entry of the within Order is hereby
Consented to:

Dated:

By: _____

Stavitsky & Associates, LLC
By: James T. Ryan III, Esq.
Attorneys for Petitioner
350 Passaic Ave
Fairfield, New Jersey 07004

Dated:

By: _____

By: Samuel A. Alba, Esq.
Attorneys for Respondents
Town of Amherst
Amherst Municipal Building
5583 Main Street
Williamsville, New York 14221

Attachment: McDonald's Amherst.10.1.24 (RES-2024-780 : Settlement of Article 7 Matter - Marjorie L. Amigone C/O McDonalds #3863 V. Town of

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 29468 **RESOLUTION 2024-781** **ADOPTED**

Settlement of Article 7 Matter - MDC Coast 8 LLC C/O AMC Theatres #05540 V. Town of Amherst

AGENDA ITEM : OCTOBER 1, 2024

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **September 24, 2024**

RE: **Settlement of Article 7 Matter**
MDC Coast 8 LLC c/o AMC Theatres #05540 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 Interim 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 : October 1, 2024**)
Emily Murphy, Town Assessor

10/1/2024
Consent

FINANCIAL IMPACT:

Assessment

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

At an IAS term of the Supreme Court, held for the
County of Erie, New York,
at 50 Delaware Avenue, Buffalo, New York,
On the _____ day of _____, 2024

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

In the Matter of the Application of MDC COAST 8 LLC c/o AMC THEATRES #05540, Petitioner, v. BOARD OF ASSESSMENT REVIEW AND/OR ASSESSOR OF THE TOWN OF AMHERST AND THE TOWN OF AMHERST, ERIE COUNTY, NEW YORK, Respondents.	Index Number 810398/2024 SBL No.: 54.04-1-9.12

WHEREAS Petitioner having heretofore commenced the above-entitled proceeding under Article 7 of the Real Property Tax Law to review the assessment of a certain parcel or real property located at and known as 4276 Maple Road (SBL #54.04-1-9.12) in the Town of Amherst, County of Erie and State of New York for the 2024 assessment year; and

WHEREAS these proceedings having duly come before this Court, and Stavitsky & Associates, (James T. Ryan III, Esq.) having appeared for the Petitioner and Samuel A. Alba, Esq. having appeared for Respondent Town of Amherst, and the parties having agreed to a settlement of this proceeding; it is

STIPULATED, ORDERED and ADJUDGED, that the assessments on the property on the tax map and assessment rolls of the Town of Amherst or the assessment years are hereby reduced, corrected and fixed for the assessment rolls as follows:

Attachment: AMC Amherst (RES-2024-781 : Settlement of Article 7 Matter - MDC Coast 8 LLC C/O AMC Theatres #05540 V. Town of Amherst)

S.B.L. Number 54.4-1-9.12

Assessment Roll	Assessment	Reduced Assessment	Amount of Reduction
2024	$7,850,000	$6,950,000	$900,000

and it is further

STIPULATED, OREDERED and ADJUDGED, that the assessment as reduced, corrected and adjusted herein is fair, equitable and proper for the purposes of this settlement, and it is further

STIPULATED, ORDERED and ADJUDGED, that the office 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, and if is further

STIPULATED, ORDERED and ADJUDGED, that Section 727 of the Real Property Tax Law shall apply to the adjusted assessment for assessment year 2024 and shall affect the 2025, 2026 and 2027 assessment rolls, and it is further

STIPULATED, ORDERED and ADJUDGED, that each of the parties have the right to seek specific enforcement of this Stipulation, order and Judgment by whatever means provided by law, and it is further

STIPULATED, ORDERED and ADJUDGED, that this Stipulation, 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 Stipulation, Order and Judgment, the above proceedings shall be, and the same hereby are, settled and discontinued with prejudice.

Attachment: AMC Amherst (RES-2024-781 : Settlement of Article 7 Matter - MDC Coast 8 LLC C/O AMC Theatres #05540 V. Town of Amherst)

DATED:

ENTER

_____
Hon. Daniel J. Furlong

Signing and Entry of the within Order is hereby
Consented to:

Dated:

By: _____
Stavitsky & Associates, LLC
By: James T. Ryan III, Esq.
Attorneys for Petitioner
350 Passaic Ave
Fairfield, New Jersey 07004

Dated:

By: _____
By: Samuel A. Alba, Esq.
Attorneys for Respondents
Town of Amherst
Amherst Municipal Building
5583 Main Street
Williamsville, New York 14221

Attachment: AMC Amherst (RES-2024-781 : Settlement of Article 7 Matter - MDC Coast 8 LLC C/O AMC Theatres #05540 V. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 29491 A **RESOLUTION 2024-782** **ADOPTED**

James A. Kam - 665 Tonawanda Creek Road (CRS #5085 & CRS #5087)

AGENDA ITEM : OCTOBER 1st, 2024

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **September 25, 2024**

RE: **James Kam, Grantor - 665 Tonawanda Creek Road**
Permanent Public Drainage Easements (CRS #5085)
Declaration of Private Drainage Conditions (CRS #5087)

Kindly adopt a resolution authorizing the Supervisor to execute the above agreements (1) pending final approval by the Town Engineer; (2) pending final approval by the Town Highway Superintendent; (3) pending final approval by the Interim Town Attorney and/or outside counsel; and (4) pending successful completion of the Contract Routing System (CRS).

Thank you.

SAA:NMB:hs
c: Tim Koller, Deputy Town Clerk, (**Agenda Item - October 1, 2024**)
Steven E. Floss, Superintendent of Highways
Jeffrey S. Burroughs, PE, Town Engineer

10/1/2024
Consent

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 29447 **RESOLUTION 2024-783** **ADOPTED**

Fireworks - Williamsville North High School

Request for fireworks permit on October 24, 2024 at approx. 9:00 PM at Williamsville North High School, 1595 Hopkins Rd. with the following conditions:

1. That the spectators, parking areas and dwellings be 70 feet from the fireworks discharge location for vertical mortars. (max. 1 inch shells)
2. That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
3. That the trajectory of shells shall not come within 25 feet of overhead objects.
4. That the approved shooters are nick Leo, mark Mongeon, and possible others from Skylighters any changes must be in writing to the Amherst Fire Inspectors a minimum of 5 days prior to the event.
5. If you would like to start the display earlier than the time proposed you must call 689-1212 before starting to be approved by our office.
6. Display shall follow NFPA 1123-2018 & IFC 2020.
7. Crowds over 1000 people require a crowd managers as per the International Fire Code.
8. The Amherst Town Board shall designate a time when the Fireworks display must conclude.
9. The submitted launch site is approved.

10/1/2024
Consent

FINANCIAL IMPACT:

Income for the Town

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

TOWN OF AMHERST
BUILDING DEPARTMENT
DIVISION OF FIRE SAFETY
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7142

FIRE PREVENTION / OPERATING PERMIT

APPLICATION DATE	DATE ISSUED	EXPIRATIONDATE	PERMIT NUMBER
09/17/2024	09/17/2024	09/17/2026	FP-2024-0069

APPLICANT	ADDRESS	PHONE NUMBER
SKYLIGHTERS OF WNY	3362 BAKER RD.. ORCHARD PARK	716-903-3291

LOCATION OF ACTIVITY: - 1595 Hopkins Rd, Amherst, NY

THE ABOVE NAMED INDIVIDUAL/BUSINESS HEREBY MAKES APPLICATION TO CONDUCT THE FOLLOWING ACTIVITY PER CHAPTER 83 OF THE BUILDING CONSTRUCTION ADMINISTRATION CODE OF THE TOWN OF AMHERST AND FOR THE KEEPING, STORAGE, OCCUPANCY, USE, SALE, HANDLING, OR MANUFACTURE OF THE FOLLOWING: (STATE QUANTITIES NORMALLY TO BE STORED, HOW STORED, OR USED GIVING AMOUNTS FOR EACH KIND OR CATEGORY.)

Fireworks Display
Date: 10/24/2024
Maximum shell size (inches): 1 inch
Minimum clearance from display (feet): 70 feet
Must comply with IFC and NFPA
Fire extinguisher(s) required
Amherst Town Board shall set time for display to conclude

IN ACCORDANCE WITH THE FIRE PREVENTION CODE OR NFPA SECTION(S)

APPROVED BY FIRE OFFICIAL	DATE	FEE PAID
	09/17/2024	150.00

THIS PERMIT MUST BE POSTED ON THE ABOVE MENTIONED PREMISES

STATEMENT

I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS APPLICATION, THAT THE INFORMATION GIVEN IS CORRECT, AND THAT I AM THE OWNER OR DULY AUTHORIZED TO ACT IN THE OWNER'S BEHALF AND AS SUCH HEREBY AGREE TO COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE FIRE PREVENTION CODE.

Signature

Owner
Title

DO NOT WRITE BELOW THIS LINE

COMMENTS:

APPROVED BY FIRE OFFICIAL

DATE

WHERE APPLICABLE - SEPARATE PERMITS ARE REQUIRED FOR BUILDING CONSTRUCTION ACTIVITY INCLUDING ELECTRICAL, PLUMBING, AND MECHANICAL INSTALLATIONS.

Attachment: WNHS-09182024105221 (RES-2024-783 : Fireworks - Williamsville North High School)

TOWN OF AMHERST
BUILDING DEPARTMENT
ERIE COUNTY, NEW YORK
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7080
FAX: (716) 631-7192

Mark Berke P.E.
Commissioner of Building

Memorandum

DATE: 9-17-2024

TO: Francina Spoth, Town Clerk

FROM: Bryan W. Parnell, Senior Fire Inspector

RE: Fireworks Display – Williamsville North High School, 1595 Hopkins Road

DATE & TIME: Thursday 10-24-2024 @ 9 PM

All items required on the application appear to be in order. Therefore, we hereby recommend the approval of this application with the following conditions.

1) That the Spectators, parking areas and structures be 70 feet from the fireworks discharge location for vertical mortars. (max. 1 inch shells)
2) That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
3) That the trajectory of shells shall not come within 25 feet of overhead objects.
4) That the approved shooters are Nick Leo, Mark Mongeon and possible others from Skylighters any changes must be in writing to the Amherst Fire Inspectors a minimum of 5 days prior to the event.
5) If you would like to start the display earlier than the time proposed you must call 716-689-1212 before starting to be approved by our office.
6) Display shall follow **NFPA 1123-2018** & **IFC 2020**.
7) Outdoor crowds over 1000 people require a crowd managers as per the International Fire Code.
8) The Amherst Town Board shall designate a time when the Fireworks display must conclude.
9) The submitted launch site is approved.

Bryan W. Parnell

Senior Fire Inspector Fire Safety Division

X:\DOCS\BWP\fireworks display\2024\1595 Hopkins 10-24-2024.docx

Attachment: WNHS-09182024105221 (RES-2024-783 : Fireworks - Williamsville North High School)

APPLICATION FOR FIREWORKS DISPLAY

The undersigned hereby make 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 to be in charge of the firing of the display:
   - Williamsville North High School
   - Skylighters of New York, LLC.
2. Date & time at which display is to be held: 10/24/24 9pm
3. Exact location of display: 1595 Hopkins Rd, Williamsville, NY 14221
4. Age, experience and physical characteristics of individuals who are to discharge fireworks:
   Nick Leo 25+ yrs old, 5+ yrs ex., white male
   Mark Morgen 50+ yrs old, 15+ yrs ex, white male
   Any + All Skylighters of NY, 18+ yrs old
5. Number and kind of fireworks to be discharged:
   30 max 1" cakes
6. Manner and place of storage of these fireworks prior to the display:
   Brought to the site the day of.
7. Attach a diagram of the grounds on which the fireworks display is to be held. This diagram shows the point at which the fireworks are to be discharged, the location of all 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 and other overhead obstructions.
8. This application must be accompanied by a bond or policy of public liability insurance with a limit of $3,000,000 for personal injuries, a limit of $1,000,000 for property damage, and proof of Worker's 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 payable to the "Town of Amherst".

Date: 9/10/24

Skylighters of NY, LLC / Matthew Straw
(Company, Corporation or Individual)

Applicant Signature

State of New York)
County of Erie)
Town of Amherst)

Sworn before me this 10th day of September in the year 2024

Mary Reinhardt
Notary Public

Attachment: WNHS-09182024105221 (RES-2024-783 : Fireworks - Williamsville North High School)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/10/2024

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

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

PRODUCER
Acrisure, LLC dba Britton Gallagher & Associates
One Cleveland Center, Floor 30
1375 East 9th Street
Cleveland OH 44114

CONTACT NAME:
PHONE (A/C, No, Ext): 216-658-7100 **FAX (A/C, No):** 216-658-7101
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest National Insurance Company	10120
INSURER B : Axis Surplus Insurance Company	26620
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 7547
Skylighters of New York LLC
PO Box 1357
Orchard Park NY 14127

COVERAGES **CERTIFICATE NUMBER:** 1282511147 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			SIGGL00259-231	12/5/2023	12/5/2024	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY			SIBCA00022-231	12/5/2023	12/5/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			P-001-000056857-08	12/5/2023	12/5/2024	EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Display Date: October 24, 2024
Location: 1595 Hopkins Road
Additional Insured: Williamsville North High School and Town of Amherst

CERTIFICATE HOLDER
Williamsville North High School
1595 Hopkins Road
Williamsville NY 14221

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

AUTHORIZED REPRESENTATIVE

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Attachment: WNHS-09182024105221 (RES-2024-783 : Fireworks - Williamsville North High School)

SH-862 (3/22)
DIVISION OF SAFETY HEALTH
LICENSE AND CERTIFICATE UNIT
STATE OFFICE CAMPUS, BLDG 12
ALBANY, NY 12226

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

Expires: 6/30/2025
THIS LICENSE MUST BE POSTE
IN YOUR PLACE OF BUSINESS

License No. D-5799

LICENSE TO DEAL IN OR MANUFACTURE EXPLOSIVES

Skylighters of New York, LLC
5495 Rice Rd
Boston, NY 14025
Matthew T Shaw

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: WNHS-09182024105221 (RES-2024-783 : Fireworks - Williamsville North High School)

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-029-51-7C-01005**
Chief, Federal Explosives Licensing Center (FELC) Mama Howard	Expiration Date: **March 1, 2027**

Name
SKYLIGHTERS OF NEW YORK LLC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
5495 RICE ROAD
BOSTON, NY 14025-

Type of License or Permit
51-IMPORTER 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."

Licensee Permittee Responsible Person Signature _____ Position Title _____

Printed Name _____ Date _____

Mailing Address (Changes? Notify the FELC of any changes.)

SKYLIGHTERS OF NEW YORK LLC
PO BOX 1357
ORCHARD PARK, NY 14127-

ATF Form 5400.14 5400.15 Part I
Revised September 2011

Previous Edition is Obsolete SKYLIGHTERS OF NEW YORK LLC 5495 RICE ROAD 14025-9431-029-51-7C-01005 March 1, 2027 IMPORTER OF EXPLOSIVES

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 555.51(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side.)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **SKYLIGHTERS OF NEW YORK LLC**

Business Name:

License/Permit Number: **6-NY-029-51-7C-01005**

License/Permit Type: **51-IMPORTER OF EXPLOSIVES**

Expiration: **March 1, 2027**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

Attachment: WNHS-09182024105221 (RES-2024-783 : Fireworks - Williamsville North High School)

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives
Federal Explosives Licensing Center (FELC)
www.atf.gov

Federal Explosives Licensing Center
244 Needy Road
Martinsburg, West Virginia 25405
telephone: (877)283-3352 fax: (304)616-4401

08/16/2024

NOTICE OF CLEARANCE

for individuals transporting, shipping, receiving, or possessing explosive materials.

ISSUED TO: SKYLIGHTERS OF NEW YORK LLC
NOTICE DATE: 08/16/2024

Federal Explosives license/permit no: 6-NY-029-51-7C-01005
Expiration Date: March 1, 2027
Explosives License/Permit Type: 51-IMPORTER OF EXPLOSIVES

EXPIRATION DATE: This Notice expires when superseded by a newer Notice which will list all current responsible persons and employee possessors, or when the license or permit expires - whichever comes first.

❶ WARNING. Only those individuals listed below as RESPONSIBLE PERSONS and EMPLOYEE POSSESSORS with a background clearance status of "CLEARED" or "PENDING" are authorized to transport, ship, receive, or possess explosive materials in the course of employment with you.

❷ "DENIED" STATUS. If an employee possessor has a background clearance status of "DENIED", you MUST take immediate steps to remove the employee from a position requiring the transporting, shipping, receiving, or possessing of explosive materials. Also, if the employee has been listed as a person authorized to accept delivery of explosive materials, you MUST remove the employee from such list and immediately, and in no event later than the second business day after such change, notify distributors of such change, as stated in 27 CFR 555.33(a).

❸ CHANGE IN RESPONSIBLE PERSONS. You MUST report any change in responsible persons to the Chief, Federal Explosives Licensing Center, within 30 days of the change and new responsible persons MUST include "appropriate identifying information" as defined in 27 CFR 555.11. Fingerprints and photos are NOT required, however they will be required upon renewal of the license or permit.

❹ CHANGE OF EMPLOYEES. You MUST report any change of employee/possessors to the Chief, FELC, within 30 days. Reports relating to newly hired employees must be submitted on ATF Form 5400.28 for EACH employee.

Premises Address: 5495 RICE ROAD
BOSTON, NY 14025

Mailing Address:
SKYLIGHTERS OF NEW YORK LLC
PO BOX 1357
ORCHARD PARK, NY 14127

This 'Notice of Clearance' is provided to you as required by 18 U.S.C. 843(h) and MUST be retained as part of your permanent records and be made available for examination or inspection by ATF officers as required by 27 CFR 555.121. If you receive a Notice subsequent to this Notice, this Notice will no longer be valid.

In accordance with 27 CFR 555.33, Background Checks and Clearances, and 27 CFR 555.57, Change of Control, Change in Responsible Persons, and Change of Employees, ATF's Federal Explosives Licensing Center (FELC) has conducted background checks on the individual(you identified as a responsible person(s) and an employee/possessor(s) on your application, or reported after the issuance of your license/permit.

The following is a SUMMARY of the results of the background checks conducted on the individuals you reported as responsible persons and employee/possessors. ATF will be notifying ALL individuals listed on this document of their respective status by separate letter mailed to their residence address.

PLEASE BE ADVISED THAT IT IS UNLAWFUL FOR ANY PERSON REFLECTING A STATUS OF "DENIED" TO TRANSPORT, SHIP, RECEIVE, OR POSSESS EXPLOSIVE MATERIALS.

Please carefully review this Notice to ensure that all the information is accurate. If this Notice is incorrect, please return the Notice to the Chief, FELC, with a statement showing the nature of the error(s). The Chief, FELC, shall correct the error, and return a corrected Notice.

Number of RESPONSIBLE PERSON(S) : 1
Number of EMPLOYEE POSSESSOR(S): 73

LAST NAME, First Name, Middle Name	Clearance Status
RESPONSIBLE PERSONS:	1
0001 SHAW, MATTHEW THOMAS	Cleared
EMPLOYEE POSSESSORS:	73
0001 ADAMSKI, CHARLES EDWARD	Cleared
0002 ANDERSON, ANTON FRED III	Cleared
0003 ARONESENO, DOMINIC JAMES	Cleared
0004 ARONESENO, GERALD A JR	Cleared

continued

LAST NAME, First Name, Middle Name	Clearance Status
0005 BENNETT, JENNIFER LEE	Cleared
0006 BRODFUEHRER, RONALD KEIL	Cleared
0007 BRUSCANI, MARK ANTHONY	Cleared
0008 BUDDENHAGEN, JON ERIC	Cleared
0009 BURANICH, THOMAS MICHAEL	Cleared
0010 BURKLEY, KEVIN DONALD	Cleared
0011 CHISLOM, DANIEL REED JR	Cleared
0012 CHISLOM, MELISSA MARIA	Cleared
0013 CLARK, CHRISTOPHER THOMAS	Cleared
0014 CRABB, CODY THOMAS	Cleared
0015 DONOVAN, WILLIAM DAVID	Cleared

Attachment: WNHS-09182024105221 (RES-2024-783 : Fireworks - Williamsville North High School)

NOTICE OF CLEARANCE

08/16/2024

for individuals transporting, shipping, receiving, or possessing explosive materials.

NOTICE DATE: 08/16/2024

EXPIRATION DATE: This Notice expires when superseded by a newer Notice which will list all current responsible persons and employee possessors, or when the license or permit expires - whichever comes first.

This 'Notice of Clearance' is issued to: SKYLIGHTERS OF NEW YORK LLC
Federal Explosives license/permit no.: 6-NY-029-51-7C-01005
Explosives License/Permit Type : 51-IMPORTER OF EXPLOSIVES
Expiration Date : March 1, 2027

5495 RICE ROAD
BOSTON, NY 14025

continued from previous page

	LAST NAME, First Name, Middle Name	Clearance Status
0016	DREJAS, FRANK JOSEPH	Cleared
0017	GAVIN, DAKOTA JAMES	Cleared
0018	HAINES, MARK LEE	Cleared
0019	HARTLOFF, JESSE LEE	Cleared
0020	HARTLOFF, KEITH CLAYTON	Cleared
0021	HEINRICH, HELAMAN SAMUEL	Cleared
0022	HEINZ, STEVEN CHARLES	Cleared
0023	KINGSTON, KEVIN MICHAEL	Cleared
0024	KIRSOP, WILLIAM RUSSEL JR	Cleared
0025	KLINE, EVAN J	Cleared
0026	KOWTUN, KATHLEEN ANN	Cleared
0027	KOWTUN, VLADIMIR WALLY	Cleared
0028	LAGOWSKI, ANTHONY ALEXANDER SR	Cleared
0029	LEO, NICHOLAS ROBERT	Cleared
0030	LEO, ROBERT THOMAS	Cleared
0031	MORRIS, DAVID PERRY	Cleared
0032	NEISENBURG, ERIC SEAN	Cleared
0033	NIEFERGOLD, JACK JOSEPH	Cleared
0034	NOWICKI, DANIEL PAUL	Cleared
0035	NOWICKI, TIMOTHY J	Cleared
0036	OSINSKI, NASH MICHAEL	Cleared
0037	PUSZTAY, JOSEPH VINCENT	Cleared
0038	RICOTTA, PHILIP MATTHEW	Cleared
0039	ROLL, JAY ANTHONY	Cleared
0040	ROLL, WENDY LESLIE	Cleared
0041	SANTARELLI, BRETT ROCCO WILLIAM	Cleared
0042	SCHREIBER, ERIC DAVID	Cleared
0043	SCHUMAKER, RON CHARLES	Cleared
0044	SCHURR, GREGG WALTER	Cleared
0045	SIETESKI, DAVID PAUL	Cleared
0046	SMITH, DEBORAH A	Cleared
0047	SMITH, JEFFERY RICHARD	Cleared
0048	STEELE, JARED MARTIN	Cleared
0049	SWAVY, ALEXANDER JOHN	Cleared
0050	SZRAMA, CODY JOSEPH	Cleared
0051	USIAK, PATRICK JAMES	Cleared
0052	WHITMAN, JULIE FRANCIS	Cleared
0053	HALL, ALAN L	Pending
0054	HARTLOFF, JERRY RUSSEL	Pending
0055	HATFIELD, TRAVIS R	Pending
0056	HILL, DANIEL G	Pending
0057	IHRIG, EDWARD ROBERT	Pending
0058	ISAKSEN, KRISTIN ESTHER	Pending
0059	JONES, MARK RONALD	Pending
0060	KARCHER, MARK DONALD	Pending
0061	KRUEGER, JOSEPH DELL	Pending
0062	MARRELLI, RICK J	Pending
0063	MCCALL, CHRISTOPHER GEORGE	Pending
0064	MONGEON, MARK JOSEPH	Pending
0065	NEWELL, DALE ROBERT	Pending
0066	NUGENT, RANDOLPH STEPHEN	Pending
0067	PALMER, JEREMY J	Pending
0068	PENKSA, THOMAS FRANK	Pending
0069	PIM, DAVID FRANCES	Pending
0070	ROSENBERG, JOSHUA CAIN	Pending
0071	ROSENBERG, TIMOTHY CAIN	Pending
0072	SHAW, MICHAEL LAWRENCE	Pending
0073	SMITH, MICHAEL EDWARD	Pending

Attachment: WNHS-09182024105221 (RES-2024-783 : Fireworks - Williamsville North High School)

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^ ^ ^ ^ ^ ^ 383857391
SKYLIGHTERS OF NEW YORK LLC
PO BOX 1357
ORCHARD PARK NY 14127

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
SKYLIGHTERS OF NEW YORK LLC PO BOX 1357 ORCHARD PARK NY 14127	TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
B2174 989-0	978939	12/07/2023 TO 12/07/2024	7/19/2024

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2174 989-0, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 868679470

U-26.3

Attachment: WNHS-09182024105221 (RES-2024-783 : Fireworks - Williamsville North High School)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) SKYLIGHTERS OF NEW YORK LLC PO BOX 1357 ORCHARD PARK, NY 14127	1b. Business Telephone Number of Insured (716) 903-3291
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 383857391
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE, NY 14221	3a. Name of Insurance Carrier **New York State Insurance Fund (NYSIF)** 3b. Policy Number of Entity Listed in Box "1a" DBL 6128 06 - 1 3c. Policy effective period 12/02/2023 to 12/02/2024

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits
- ☐ B. Disability benefits only
- ☐ C. Paid family leave benefits only

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
- ☐ B. Only the following class or classes of 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 7/19/2024 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 799231

Attachment: WNHS-09182024105221 (RES-2024-783 : Fireworks - Williamsville North High School)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Worker's Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

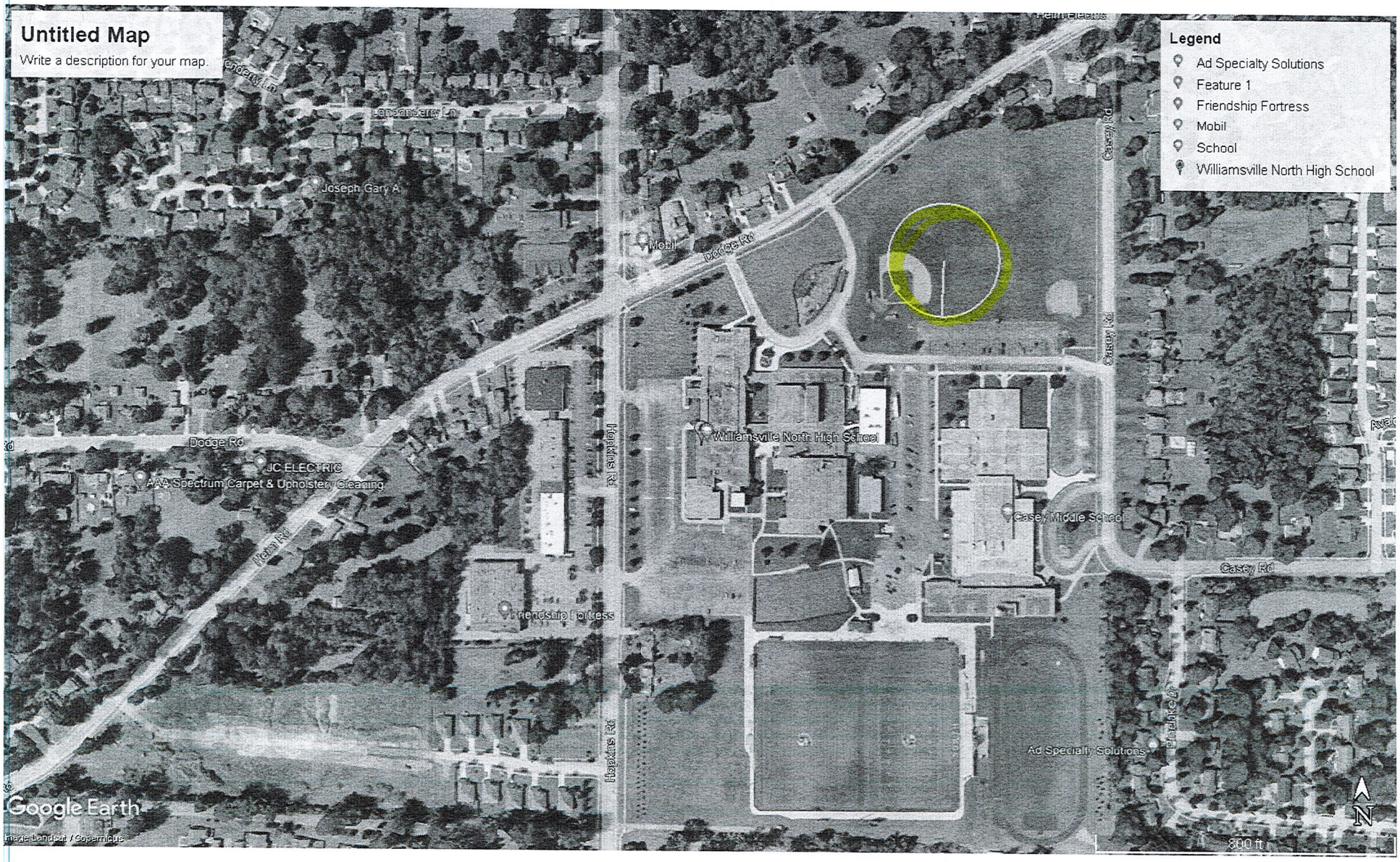
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits, and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: WNHS-09182024105221 (RES-2024-783 : Fireworks - Williamsville North High School)


Untitled Map
Write a description for your map.
Legend
Ad Specialty Solutions
Feature 1
Friendship Fortress
Mobil
School
Williamsville North High School
Joseph Gary A
Mobil
Dodge Rd
Hopkins Rd
Casey Rd
Williamsville North High School
Dodge Rd
JC ELECTRIC
AAA Spectrum Carpet & Upholstery Cleaning
Casey Middle School
Casey Rd
Friendship Fortress
Ad Specialty Solutions
Google Earth
Image Landsat / Copernicus
800 ft
N

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 29455 **RESOLUTION 2024-784** **ADOPTED**

Amusement License for 4543 Main Street, Grezi Restaurant

Request by Grezi Restaurant for a First Class Amusement License to hold an outdoor event at 4543 Main St. on Sunday, October 6, 2024 from 10 AM - 5 PM.

Supervising Code Enforcement Officer recommends a fee of $25.00

The following conditions apply:

1. That all fire lanes be kept clear at all times.
2. All temporary power must be code compliant
3. Bathroom facility must be made available & accessible.
4. Onsite parking must be maintained.
5. Vehicle impact protection must be provided for the guest area.
6. Fire Department access must be maintained at all times in the event of an emergency.
7. Events with 1,000 guests or more will be require "Crowd Managers" that are in compliance with Chapter 4 of the 2020 FCNYS.
8. The applicant must abide by Chapter 138 of the Town Of Amherst Code regarding noise.
9. Additional fire extinguishers will be required.

10/1/2024
Consent

FINANCIAL IMPACT:

Income for the Town

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

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: September 12, 2024

TO: Town Board

FROM: Douglas Gesel, Supervising Code Enforcement Officer

RE: Amusement License for 4543 Main Street, Grezi restaurant

In response to the Amusement License Application dated September 11 2024 from Dominique Rattelade,

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 - $50.00 per day, or fraction thereof.
With the event being on Sunday October 6, 2024 from 10:00 am until 5:00 pm in the parking lot of the address noted above, I would recommend a fee of $25.00.

I would recommend that the following conditions be stated:

- That all fire lanes be kept clear at all times.
- 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.

Doug Gesel

Douglas Gesel, Supervising Code Enforcement Officer
cc: Fran Spoth, Town Clerk, Mark Berke P.E. Commissioner of Building, Bryan Parnell, Senior Fire Inspector

Attachment: Grezi-09202024124447 (RES-2024-784 : Amusement License for 4543 Main Street, Grezi Restaurant)

Town of Amherst
Amusement License Application

All amusement license applications must be submitted at least three (3) weeks prior to event

Resident / Organization: Grezi LLC

Event Address: 4543 Main St

Describe Event: 5k Race w/ post-race festivities in the back lot.

List All Dates: Sunday Oct 6, 2024
Day / Month / Year & Day of Week

Time (Starting & Ending): 10:00 am - 5:00 pm

Please supply a site plan with designated area for the event with your application

Name of Organizer: Grezi

Address: 4543 Main St.

Phone Number: (585) 704-4491

Email: Dominique Rattelade

Signature of Organizer: Dominique Rattelade

Date of Application: Sept. 11, 2024

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: Grezi-09202024124447 (RES-2024-784 : Amusement License for 4543 Main Street, Grezi Restaurant)

TOWN OF AMHERST
FIRE SAFETY DIVISION
5583 MAIN STREET
WILLIAMSVILLE, NY 14221

(p) (716) 631-7140
(f) (716) 631-7192
bparnell@amherst.ny.us
amherst.ny.us/firesafety

Memorandum

Date: 9/12/2024

From: Bryan W. Parnell

Sr. Fire Inspector

To: Doug Gesel

Re: 4543 Main St

1. Crowds over 1000 people will require certified Crowd Managers.
2. Additional fire extinguishers will be required.
3. Fire Department emergency assess must be maintained at all times

Attachment: Grezi-09202024124447 (RES-2024-784 : Amusement License for 4543 Main Street, Grezi Restaurant)

Brownson, Ashley

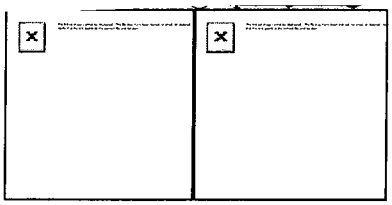
From: Scott Chamberlin
Sent: Thursday, September 12, 2024 1:36 PM
To: Brownson, Ashley
Subject: Re: FW: Amusement License Application: 19

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.

Their plan should be sufficient as is. Thanks.

Regards,

Scott P. Chamberlin
Chief of Police
Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, NY 14228
(716) 689-1351



On Thu, Sep 12, 2024 at 1:20 PM Brownson, Ashley <abrownson@amherst.ny.us> wrote:
Chief Chamberlin,

The organizer said that there will be beer served. She also responded with the following in regards to how they will ID.

We do have bracelets for those over the age of 21. I did not have security checking IDs as we were just going to proceed as we do within the restaurant with the staff IDing everyone that is looking to purchase alcohol. If it is a requirement for the event I will hire security personnel.

Ashley

From: Scott Chamberlin
Sent: Thursday, September 12, 2024 12:53 PM
To: Brownson, Ashley <abrownson@amherst.ny.us>
Subject: Re: FW: Amusement License Application: 19

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: Grezi-09202024124447 (RES-2024-784 : Amusement License for 4543 Main Street, Grezi Restaurant)

Is there alcohol being served?

Regards,

Scott P. Chamberlin
Chief of Police
Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, NY 14228
(716) 689-1351

[Image removed by sender.][Image removed by sender.]

On Thu, Sep 12, 2024 at 10:12 AM Brownson, Ashley <abrownson@amherst.ny.us<mailto:abrownson@amherst.ny.us>> wrote:
Please review the amusement license application below. Send any written comments or concerns back to me as soon as possible so I can place this on the October 1st Town Board Meeting.

The 5K Race has been approved, this is for the event following the race.
Thank you,
Ashley

From: burst@emailmeform.com<mailto:burst@emailmeform.com> <burst@emailmeform.com<mailto:burst@emailmeform.com>>
Sent: Wednesday, September 11, 2024 1:13 PM
To: Brownson, Ashley <abrownson@amherst.ny.us<mailto:abrownson@amherst.ny.us>>
Subject: Amusement License Application: 19

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<https://us-east-2.protection.sophos.com?d=emailmeform.com&u=aHR0cHM6Ly9hcHAuZW1haWxtZWZvcm0uY29tL2J1aWxkZXIvZm9ybXMvZW50cmllcy9hQjMyVTNlU2Q0P3VlaWQ9MTk=&i=NjE4YmM0NzkwOTc5NDgwZTIzYjMwNmYy&t=bm5NN2k2NFJTdWJTdFZTb25sQWNIUFRHWDN5ZllZRVBYQ3JycjExY3pBaz0=&h=b20ac9dcc20a47d7b04d056ce102409e&s=AVNPUEhUT0NFTkNSWVBUSVYEdmerb___7lD3nb4T60Vv3-9893M6h5zz5w98jO8t4mPnXmsjFbgBG2x0ab6Ci-qG_lKIUbf8opV1tXKJQ1W4>

Resident / Organization: *:

Grezi LLC

Event Address*:

4543 Main Street

Buffalo, NY 14226

Attachment: Grezi-09202024124447 (RES-2024-784 : Amusement License for 4543 Main Street, Grezi Restaurant)

Describe Event*:

5k Race - We will be having a live band starting at 12pm on our property following the event.

List All Dates*:

10/06/24

Start Time*:

11:30 AM

End Time*:

04:00 PM

Please supply a site plan with designated area for the event with your application*:

Event Diagram.jpg<https://us-east-2.protection.sophos.com?d=emailmeform.com&u=aHR0cHM6Ly9maWxlcy5lbWFpbG1lZm9ybS5jb20vODc0MDg5L211QjdYUWYwL0V2ZW50JTIwRGlhZ3JhbS5qcGc=&i=NjE4YmM0NzkwOTc5NDgwZTIzYjMwNmYy&t=WWFiTGMrWGJNZ3lhaytFanAzMTN6c1ZmVUpQcFI4WmFZS29mZXRnVlNKdz0=&h=b20ac9dcc20a47d7b04d056ce102409e&s=AVNPUEhUT0NFTkNSWVBUSVYEdmerb___7lD3nb4T60Vv3-9893M6h5zz5w98jO8t4mPnXmsjFbgBG2x0ab6Ci-qG_lKIUbf8opV1tXKJQ1W4>

Name of Organizer*:

Dominique Ratteade

Address*:

4543 Main St

Buffalo, NY 14226

Phone*:

585-704-4491

Email*:

dominique@grezionmain.com<mailto:dominique@grezionmain.com>

Signature*:

[Image removed by sender.]

Attachment: Grezi-09202024124447 (RES-2024-784 : Amusement License for 4543 Main Street, Grezi Restaurant)

Gesel, Doug

From: Brownson, Ashley
Sent: Thursday, September 12, 2024 10:12 AM
To: Parnell, Bryan; Gesel, Doug; Chamberlin, Scott
Subject: FW: Amusement License Application: 19

Please review the amusement license application below. Send any written comments or concerns back to me as soon as possible so I can place this on the October 1st Town Board Meeting.

The 5K Race has been approved, this is for the event following the race.

Thank you,
Ashley

From: burst@emailmeform.com <burst@emailmeform.com>
Sent: Wednesday, September 11, 2024 1:13 PM
To: Brownson, Ashley <abrownson@amherst.ny.us>
Subject: Amusement License Application: 19

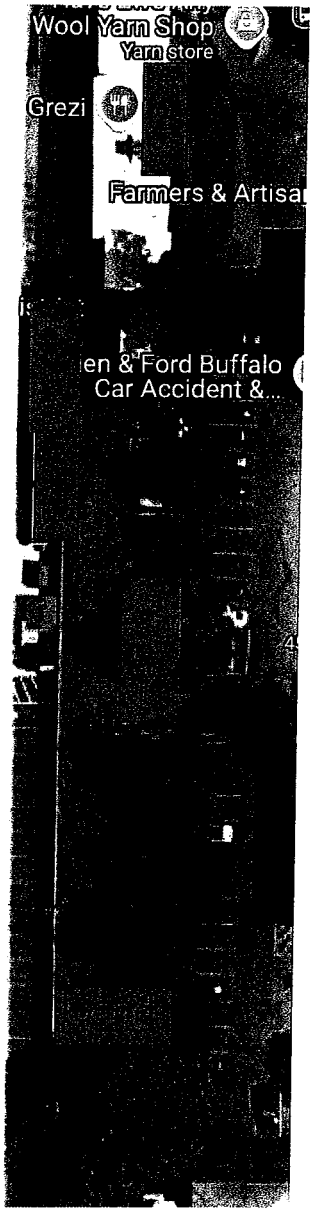
CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

For best security and privacy of your information, we recommend viewing this entry in the Data Manager

View Entry

Resident / Organization: *:	Grezi LLC
Event Address*:	4543 Main Street Buffalo, NY 14226
Describe Event*:	5k Race - We will be having a live band starting at 12pm on our property following the event.
List All Dates*:	10/06/24
Start Time*:	11:30 AM
End Time*:	04:00 PM
Please supply a site plan with designated area for the event with your application*:	Event Diagram.jpg

Attachment: Grezi-09202024124447 (RES-2024-784 : Amusement License for 4543 Main Street, Grezi Restaurant)



Attachment: Grezi-09202024124447 (RES-2024-784 : Amusement License for 4543 Main Street, Grezi Restaurant)

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Mark S. Berke**
Co-Sponsored by:

DOC ID: 29456 **RESOLUTION 2024-785** **ADOPTED**

Blazestack, Inc. CRS-CMS ID# 4213-3837

Requesting Town Board approval to accept a purchase of a 12 month contract renewal for Blazestack Fire Investigation Software.

10/1/2024
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0.

FINANCIAL IMPACT:

T2999 4002 NOT TO EXCEED $3,300.00

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Mark S. Berke**
Co-Sponsored by: **Deputy Supervisor Shawn Lavin**

DOC ID: 29472 **RESOLUTION 2024-786** **ADOPTED**

Turnout Gear and Equipment

WHEREAS, the Amherst Fire Safety Division also responds to various types of Emergency related incidents: and

WHEREAS, to provide a high level of safety and professionalism in performing our duties as Fire Inspectors.

WHEREAS, the Amherst Town Fire Safety Division has the need to increase personal protection for the Amherst Fire Inspectors and to raise the level of protection with respect to the harmful effects of a fire/emergency incidents and the potential increased risk of cancer; and

WHEREAS, the Amherst Town Fire Safety Division has the need to upgrade various equipment utilized in performing the Fire Inspector's duties.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board approves the purchase of personal protective equipment and various equipment from Avoidable Alarm Fund T-2999.4002.

10/1/2024
Consent

FINANCIAL IMPACT:

T-2999 4002 Cost not to exceed $5121.00

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

101 Independence Way
Coatesville, PA 19320
www.wpsginc.com
terry.dickinson@thefirestore.com
(716) 534-6127

Quote

Quote#	QUO195687
Date	09/13/2024
Exp. Date	10/13/2024

Bill To:
Town of Amherst, Fire Safety Division
5583 Main St
Buffalo, NY 14221-5488
United States

Ship To:
Town of Amherst, Fire Safety Division
5583 Main St
Buffalo, NY 14221-5488
United States

Gear - Helmets - Boots - Gloves

ID	Name	Terms	Sales Rep
48122	Town of Amherst, Fire Safety Division	Net 30	Terry Dickinson

#	Item Name	Description	Quantity	Unit Price	Amount
1	LION-AMHERSTOEM-CST	Lion Super Deluxe Coat, 6.5oz Gold Armor AP, K7 Traditional Liner, Amherst Dept. of Emergency Services, Williamsville NY per EC5Q2075 NYS CONTRACT PC67938	1	2,206.00	2,206.00
2	LION-AMHERSTOEM-PSD	Lion Super Deluxe Pant, 6.5oz Gold Armor AP, K7 Traditional Liner, Suspenders, Amherst Dept. of Emergency Services, Williamsville NY per EC5Q2075 NYS CONTRACT PC67938	1	1,217.00	1,217.00
3	LFH8228F-QC-B	Lion American Legend Quick Clean Helmet w/ NFPA Compliant Flip Down Eye Shields, Black	2	369.00	738.00
4	804-6369-100W	Thorogood QR14 Structural Fire 14" Boot Leather, Color: Black, Size: 10 Wide	1	365.00	365.00
5	804-6369-105W	Thorogood QR14 Structural Fire 14" Boot Leather, Color: Black, Size: 10.5 Wide	1	365.00	365.00
6	LPG928BKC-L	Lion Commander ACE Structural Firefighting Glove Gauntlet, Leather, Black, Cadet Large	1	115.00	115.00
7	LPG928BK-L	Lion Commander ACE Structural Firefighting Gauntlet Leather Glove, Black, Large	1	115.00	115.00
8	NYS-CONTRACT	Priced per NYS CONTRACT PC67938		0.00	0.00

ACCEPTANCE OF QUOTATION		
The above prices,specifications, and conditions are satisfactory and are hereby accepted.	**Subtotal:**	5,121.00
Freight charges are estimated at the time of quote. Applicable freight costs will apply at time of shipment.	**Discount:**	0.00
Quotation is valid until Oct 13,2024	**Tax Total:**	0.00
Signature: _____ Date: _____	**Freight:**	0.00
	Total:	**5,121.00**

Attachment: Quote_QUO195687_1726591514044 (RES-2024-786 : Turnout Gear)

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Mark S. Berke**
Co-Sponsored by: **Deputy Supervisor Shawn Lavin**

DOC ID: 29476 **RESOLUTION 2024-787** **ADOPTED**

Firematic Supply Company (EV Blankets)

WHEREAS, the Town of Amherst Fire Safety Division requests the purchase of two (2) Electric Vehicle Fire Suppression Blankets to be utilized on lithium battery fires; and

WHEREAS, the number of vehicles utilizing lithium batteries and emergencies associated with them; and

WHEREAS, to provide the fire suppression blankets when assisting in suppressing lithium battery fires.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board approves the purchase of the essential equipment from Avoidable Alarm Fund T-2999.4002.

10/1/2024
Consent

FINANCIAL IMPACT:

T2999 4002 COST NOT TO EXCEED $4,898.99

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

Firematic SUPPLY COMPANY, INC

107 Pearce Avenue
Tonawanda, NY 14150
Hunter Konkle (716) 392-8223 HKonkle@Firematic.com

Department
1

Sales Order Number
2771HK

Customer:	Ship To:
Town of Amherst	Town of Amherst
5583 Main Street Williamsville, NY 14221	5583 Main Street Williamsville, NY 14221
-	-

DELIVERY METHOD:	
x	SALESPERSON
	OUR TRUCK
	UPS
	DIRECT
	CUSTOMER PICKUP

SALESMAN	CUSTOMER PHONE #	CUSTOMER PO#	ORDER DATE	QUOTE VALID UNTIL	EMAIL:
308	-	00000	9/13/24		-

PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL	
FP-BL-XL-EV-K1	25' x 33' 91lb Brimstone EV Fire Supression Blanket - Includes Quick Deployment Bag + 45 foot Kevlar Cinch and (2) Extension Poles (53 inches fully extended) Bright white fabric and have orange reflective straps sewn on for high visibility	2	-	$2,449.49	$4,898.99	
-	INCLUDES A BRIMSTONE EXPERT EV IN-SERVICE TRAINING AND DEPLOYMENT ORIENTATION	1	-	$0.00	$0.00	
-	-	-	-			
-	-	-	-			
-	-	-	-			
-	-	-	-			
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-	-	-	-			
-	-	-	-			
-	-	-	-			
-	The terms, conditions, pricing, and commitments of this proposal shall remain in effect for a period of 30 days from the date of submission. Firematic reserves the right to withdraw this Proposal for any reason if not accepted prior to the expiration date.	-	-			
-	INCLUDES SHIPPING - PRODUCT IN STOCK AND AVAILABLE IMMEDIATELY	-	-			

CUSTOMER SIGNATURE: TOTAL: $4,898.99

Attachment: 2771HK- Town of Amherst Brimstone Blanket .xls - Compatibility Mode (RES-2024-787 :

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 29480 **RESOLUTION 2024-788** **ADOPTED**

Budget Transfers and Amendments

For October 1, 2024 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 9/25/2024
Re: Various Department Budget Transfers / Amendments

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

BUDGET TRANSFERS - 2024

FROM:	***TO:***
N2344.4000 Cheek HOME- Contractual $530,000.00	N2352.4000 Ton HOME- Contractual $530,000.00
Requested per department.	
A7120.4200 ACP- Asbestos Control $7,000.00	A7120.2150 Bldg Improv $ Equip $7,000.00
Transfer of funds to cover an alarm system.	

BUDGET AMENDMENTS - 2024

INCREASE:	***INCREASE:***
A6777.03089 NYS Aging Grant - State Aid $15,000	A6777.4290 Recreation Equipment $15,000
To setup NYS Aging Grant - Parkinson's Boxing Therapy, pending approval of CRS#5079.	
N2344.02785 Cheek Housing- PI $900.00	N2344.4000 Contractual $900.00
N2349.02785 Cheek Admin- PI $100.00	N2349.4003 10% Admin $100.00
To recognize Community Development program income from 99 Jackson, Cheektowaga.	
A3124.03089 GIVE- State Aid Revenue $100,000.00	A3124.1200 Overtime $33,000.00
	A3124.2600 Other Equip $63,000.00
	A3124.4010 Supplies $2,000.00
	A3124.4040 Travel & Training $2,000.00
To set up GIVE Grant. CRS# 5046.	
A1117.04389 JAG- Federal Aid Revenue $20,000.00	A1117.2600 Other Equip $5,000.00
	A1117.4010 Supplies $13,000.00
	A1117.4090 Professional Svcs $2,000.00
To set up JAG Drug Court Grant, CRS# 5049.	
N2350.02785 Ton Rehab- PI $21,930.97	N2350.4000 Contractual $21,930.97
N2353.02785 Ton Admin- PI $2,436.78	N2353.4003 10% Admin $2,436.78
To recognize Community Development program income from 87 Moore, Tonawanda.	
N0001.20096 CDBG Income 24/25 $637,351.00	See attached detail $637,351.00
N0001.20097 Amherst HOME 24/25 $333,141.77	See attached detail $333,141.77
N0001.20098 Cheektowaga HOME 24/25 $249,856.32	See attached detail $249,856.32
N0001.20099 Tonawanda HOME 24/25 $249,856.32	See attached detail $249,856.32

To setup 2024 / 2025 CDBG and HOME budget amounts for CRS# 5063 (CDBG) & CRS# 5064 (HOME), pending release of funds from HUD.

10/1/2024
Consent

FINANCIAL IMPACT:

See Descriptions.

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

Town of Amherst
2024 - 2025 N Fund Budget Amendment

		Increase	Increase
N0001.20096	CDBG Income 24/25	637,351.00	
N2420.4000	CDBG Stabilization Rehab Vg Section House		44,615.00
N2421.4000	CDBG Housing Rehabilitation		182,736.00
N2424.1000	CDBG Payroll - Personal Services		67,055.88
N2424.1300	CDBG Payroll - Longevity		2,130.00
N2424.4050	CDBG Payroll - Mileage		3,018.00
N2424.8030	CDBG Payroll - FICA		5,292.72
N2424.8010	CDBG Payroll - Retirement		10,863.73
N2424.8050	CDBG Payroll - Health Insurance		20,645.21
N2424.8051	CDBG Payroll - Dental		900.00
N2424.8052	CDBG Payroll - Vision		94.46
N2425.1000	CDBG Admin Staff & Fringe - Personal Services		70,236.41
N2425.1300	CDBG Admin Staff & Fringe - Longevity		1,940.00
N2425.4050	CDBG Admin Staff & Fringe - Mileage		60.00
N2425.8030	CDBG Admin Staff & Fringe - FICA		5,521.50
N2425.8010	CDBG Admin Staff & Fringe - Retirement		14,873.47
N2425.8050	CDBG Admin Staff & Fringe - Health Insurance		14,670.65
N2425.8051	CDBG Admin Staff & Fringe - Dental		633.60
N2425.8052	CDBG Admin Staff & Fringe - Vision		64.37
N2427.4000	CDBG Public Information Advertising		3,000.00
N2429.4000	CDBG Weatherization Services		10,000.00
N2431.4000	CDBG Meals on Wheel - Cook		42,500.00
N2432.4000	Child & Family Services of Erie County (Haven House)		20,000.00
N2434.4000	CDBG HOME Fair Housing Counseling		10,000.00
N2435.4000	CDBG Belmont Housing Counseling Services		16,500.00
N2436.4000	CDBG BUL Foreclosure Prevention Counseling		8,000.00
N2437.4000	CDBG Public Infrastructure		82,000.00
	Total CDBG Budget	***637,351.00***	***637,351.00***

RES 2024-760
CRS# 5063

To set up 2024 - 2025 CDBG Budget.

N0001.20097	Amherst Home 24/25	333,141.77	
N2454.1000	Amherst Home Admin - Personal Services		36,155.08
N2454.1300	Amherst Home Admin - Longevity		2,530.00
N2454.4050	Amherst Home Admin - Mileage		2,052.00
N2454.8030	Amherst Home Admin - FICA		2,959.41
N2454.8010	Amherst Home Admin - Retirement		14,916.76
N2454.8050	Amherst Home Admin - Health Insurance		23,543.91
N2454.8051	Amherst Home Admin - Dental		1,022.40
N2454.8052	Amherst Home Admin - Vision		105.88
N2455.4000	Amherst Home Rental Subsidy		249,856.33
		333,141.77	*333,141.77*

To set up 2024 - 2025 Amherst Home Budget.

N0001.20098	Cheektowaga Home 24/25	249,856.32	
N2444.4000	Cheektowaga Home Housing Rehabilitation		249,856.32
N2446.4000	Cheektowaga Acquisition New Construction		-
		249,856.32	*249,856.32*

To set up 2024 - 2025 Cheektowaga Home Budget.

N0001.20099	Tonawanda Home 24/25	249,856.32	
N2450.4000	Tonawanda Home Housing Rehab		229,856.32
N2451.4000	Tonawanda Home Closing Cost Assistance		20,000.00
		249,856.32	*249,856.32*

To set up 2024 - 2025 Tonawanda Home Budget.

	Total Home Budget	***832,854.41***	***832,854.41***

RES 2024-761
CRS# 5064

Attachment: 2024-2025 Budget N Fund Accounts 10.1.2024 (RES-2024-788 : Budget Transfers and Amendments)

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 29296 **RESOLUTION 2024-789** **ADOPTED**

Assignment of Contract with Indigo Golf Partners to Troon New York LLC - CRS #5011

WHEREAS, Indigo Golf Partners has been acquired by Troon Golf Partners, LLC;

NOW, THEREFORE BE IT RESOLVED, that the Golf Management Agreement with Indigo Golf Partners / Antares Golf, LLC (dba Amherst Golf Management, LLC) is hereby assigned to Troon New York, LLC, as per the attached Assignment and Assumption Agreement.

10/1/2024
Consent

FINANCIAL IMPACT:

N/A

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

DocuSign Envelope ID: 9CE4A341-8B7E-44CE-AF01-4C7990D68031

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Agreement**") is entered into and effective as of the 1st day of February, 2024 (the "**Effective Date**") by and between AMHERST GOLF MANAGEMENT, LLC, a Virginia limited liability Company ("**Assignor**"), and TROON NEW YORK, LLC, a Delaware limited liability company ("**Assignee**").

RECITALS:

A. Assignor is the manager of that certain 18 hole golf course and related improvements known "*Audubon Golf Course"* and that certain 9-hole golf course and related improvements known as "*Oakwood Golf Course*" located in Amherst, New York (collectively, the "**Courses**"), pursuant to that certain Management Agreement dated March 8, 2021, by and between Assignor and the Town of Amherst ("**Owner**") (the "**Management Agreement**").

B. Assignor desires to assign all of Assignor's right, title and interest in, to and under the Management Agreement to Assignee, and Assignee desires to accept such assignment and assume the obligations of Assignor under the Management Agreement.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and in accordance with the terms and conditions contained herein, the parties hereto agree as follows:

Capitalized terms used herein but not defined shall have the meanings given them in the Management Agreement.

1. **Assignment.** From and after the Effective Date, Assignor assigns, sets over, conveys and transfers to Assignee all of Assignor's rights, title and interest as "AGM" in, to, and under the Management Agreement. Assignor agrees to execute such other documents and to perform such other acts as may be necessary or desirable to effectuate Assignor's assignment of the Management Agreement herein.

2. **Assumption.** From and after the Effective Date, Assignee assumes and agrees to comply with all covenants, obligations and liabilities that are to be performed and complied with by "AGM" under the Management Agreement. Assignee agrees to execute such other documents and to perform such other acts as may be necessary or desirable to effectuate Assignee's assumption of the Management Agreement herein. From and after the Effective Date, there shall be a direct contractual relationship between Assignee and Owner under the Management Agreement.

4. **Ratification of Management Agreement.** Except as otherwise provided herein, the parties hereto hereby ratify the Management Agreement, which shall remain in full force and effect according to its terms.

5. **General.**

(a) Counterparts. This Agreement may be executed in counterparts (including facsimile counterparts), each of which shall be deemed to be an original and all of which together shall be deemed to constitute one and the same agreement.

(b) Entire Agreement. This writing constitutes the entire agreement of the parties with respect to the subject matter hereof and may be amended only by a written agreement signed by the parties hereto.

Attachment: 5011_revision_11346 (RES-2024-789 : Assignment of Agreement with Indigo Golf Partners to Troon New York LLC - CRS #5011)

DocuSign Envelope ID: 9CE4A341-8B7E-44CE-AF01-4C7990D68031

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement as of the date set forth above.

ASSIGNOR:

AMHERST GOLF MANAGEMENT, LLC
a Virginia limited liability company

By: DocuSigned by: Jeff Hansen 32779AD3A4964E0...
Its: Secretary

ASSIGNEE:

TROON NEW YORK, LLC
a Delaware limited liability company

By: DocuSigned by: Jay McGrath 74E1578ECC414A5...
Its: Vice President & Secretary

Attachment: 5011_revision_11346 (RES-2024-789 : Assignment of Agreement with Indigo Golf Partners to Troon New York LLC - CRS #5011)

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 29402 **RESOLUTION 2024-790** **ADOPTED**

Award Bid #2024034 Town Wide Refrigeration & Appliance Repair - CRS #5050

WHEREAS, the Contract Compliance and Administration Department received bids on August 22, 2024 for Town Wide Refrigeration & Appliance Repair; and

WHEREAS, the bid process resulted in responses from one (1) vendor 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 Duffy's AIS; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Duffy's AIS.

10/1/2024
Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

Bid #2024034 Town Wide Refrigeration & Appliance Repair					
Low Bidder			Vendor Name:	Duffy's AIS	
Item #	QTY	U/M		Unit Price	Total Price
1	80	HOUR	STANDARD HOURLY RATE	$195.00	$15,600.00
2	40	HOUR	STANDARD HOURLY RATE – PREVAILING WAGE	$195.00	$7,800.00
3	8	HOUR	OVERTIME HOURLY RATE	$292.50	$2,340.00
4	8	HOUR	OVERTIME HOURLY RATE – PREVAILING WAGE	$292.50	$2,340.00
5	$5,000	DOLLARS	MATERIALS AND SUPPLIES Suppliers' invoice amount plus the Mark-up	35%	$6,750.00
			****QUANTITIES ARE ESTIMATES ONLY AND ARE SUBJECT TO CHANGE****		
			NO ADDITIONAL CHARGES WILL BE CONSIDERED UNLESS QUANTITIES CHANGE.		
NOTES:					
Duffy's AIS: Item #5: Does not include OEM parts. OEM parts are sold at Manufacturers' list price.					
Warranty period amended from one year to 120 days.					

Attachment: Bid Tab Refrigeration & Appliance Repair (RES-2024-790 : Award Bid #2024034 Town Wide Refrigeration & Appliance Repair - CRS

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 29407 **RESOLUTION 2024-791** **ADOPTED**

Award RFP #202402 Annual Financial Audit Services - CRS #5052

WHEREAS, proposals were received on August 8, 2024 for RFP #202402 Annual Financial Audit Services; and

WHEREAS, four (4) proposals were received and evaluated by Town representatives as per the attached RFP analysis sheet;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this RFP to Drescher & Malecki LLP; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Drescher & Malecki LLP.

10/1/2024
Consent

FINANCIAL IMPACT:

A1320-4090; 2024 - $84,750, 2025 - $86,600, 2026 - $88,450, 2027 - $90,150, 2028 - $92,950

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

RFP #202402 Audit Services
RFP Analysis Sheet

Raw Score is rated on a scale of 1-10

Description	Percentage (Weight)	Bonadio & Co., LLP		CliftonLarsonAllen LLP		Drescher & Malecki		EFPR Group, LLP	
		Raw Score	Weighted	*Raw Score*	Weighted	*Raw Score*	Weighted	*Raw Score*	Weighted
Auditing Firm's Qualifications and Experience	35	*9.00*	31.50	7.00	24.50	10.00	35.00	*8.00*	28.00
Qualifications and Expertise of Key Staff	15	*10.00*	15.00	6.00	9.00	10.00	15.00	*7.00*	10.50
Auditing Firm's Ability to Schedule & Complete Audit	30	*8.00*	24.00	8.00	24.00	8.00	24.00	*10.00*	30.00
Cost	20	*9.03*	18.07	8.89	17.78	9.19	18.38	*10.00*	20.00
TOTAL EVALUATION	**100**		**88.57**		**75.28**		**92.38**		**88.50**

Attachment: Score Sheet RFP 202402 Audit Services (RES-2024-791 : Award RFP #202402 Annual

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 29448 **RESOLUTION 2024-792** **ADOPTED**

Extension of Town Wide HVAC Bid #2022029 - CRS #5073

WHEREAS, NOCO Heating and Cooling has agreed to extend their contract for Bid #2022029 Town Wide HVAC (Original CRS #3648); and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contract with NOCO Heating and Cooling for the period of October 17, 2024 through October 16, 2026; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with NOCO Heating and Cooling.

10/1/2024
Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

TOWN OF AMHERST
Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Shawn Lavin

COUNCILMEMBERS
Jacqualine Berger
Angela Marinucci
Michael Szukala

September 17, 2024

NOCO Heating and Cooling
2440 Sheridan Drive
Tonawanda, NY 14150
ATTN: Matt Anderson

Re: CRS 3648 – Town Wide HVAC

Dear Mr. Anderson:

The Town of Amherst wishes to extend this agreement for an additional contract period, through October 16, 2026. The Preventative Maintenance Services (Section A) and the Non-Prevailing Wage Repair Work (Section B) will remain the same pricing structure, terms and conditions as the original agreement. The Town of Amherst reserves the right to add or remove locations as desired from the Preventative Maintenance Services (Section A) location list. The Prevailing Wage Repair Work (Section B) will remain the same terms and conditions as the original agreement, and the new pricing structure will be as follows:

Standard Hourly Rate (Prevailing Wage) - $101.06 (previously $95.75)
Overtime Hourly Rate (Prevailing Wage) - $130.35 (previously $123.50)

Extension is provided for per the attached contract renewal. This offer is for your immediate consideration and acceptance. Please indicate on the following page whether you agree to extend or do not wish to extend. Please respond **within seven days upon receipt of this request.**

If you wish to extend, please return three signed (3) originals to:

Town of Amherst Contract Compliance Department
ATTN: Zach Kittleman
5583 Main Street
Williamsville, NY 14221

Attachment: NOCO Signed Extension Agreement (RES-2024-792 : Extension of Town Wide HVAC Bid #2022029 - CRS #5073)

TOWN OF AMHERST
Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Shawn Lavin

COUNCILMEMBERS
Jacqualine Berger
Angela Marinucci
Michael Szukala

September 17, 2024

NOCO Heating and Cooling
2440 Sheridan Drive
Tonawanda, NY 14150
ATTN: Matt Anderson

Re: CRS 3648 – Town Wide HVAC

After approval and execution by the Town of Amherst, a fully signed copy will be returned to you for your files.

X Yes, I agree to extend ____ No, I do not wish to extend

Company Name: NOCO MECHANICAL

Representative (Please print): MATT ANDERSON Title: DIRECTOR

Signature: _____ Date: 9/17/24

Acceptance by the Town of Amherst:

Brian Kulpa, Supervisor Date

Attachment: NOCO Signed Extension Agreement (RES-2024-792 : Extension of Town Wide HVAC Bid #2022029 - CRS #5073)

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 29467 **RESOLUTION 2024-793** **ADOPTED**

First Amendment to Golf Management Agreement with Troon New York, LLC - CRS #5012

WHEREAS, the Golf Management Agreement with Indigo Golf Partners has been assigned to Troon New York, LLC; and

WHEREAS, the attached First Amendment to Town of Amherst Golf Management Agreement has been proposed by Troon, and after review has been found to be acceptable;

NOW, THEREFORE, BE IT RESOLVED, the First Amendment to the Golf Management Agreement is hereby approved.

10/1/2024
Consent

FINANCIAL IMPACT:

N/A

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

DocuSign Envelope ID: 04A3EC85-85C7-4C9C-B244-4D363CD6FD11

Attachment: 5012_original_contract_11348 (RES-2024-793 : First Amendment to Golf Management Agreement with Troon New York, LLC - CRS

FIRST AMENDMENT
TO
TOWN OF AMHERST
GOLF MANAGEMENT AGREEMENT

This FIRST AMENDMENT TO TOWN OF AMHERST GOLF MANAGEMENT AGREEMENT (the "**First Amendment**") is effective as of the 1st day of April 2024, by and between THE TOWN OF AMHERST, a New York municipal corporation, ("**Owner**"), and TROON NEW YORK, LLC, a Delaware limited liability company (as successor to AMHERST GOLF MANAGEMENT, LLC, a Virginia limited liability Company) ("**Troon**").

RECITALS:

A. Owner and Troon (pursuant to that certain Assignment and Assumption Agreement dated November 1, 2023) are parties to that certain Management Agreement dated March 8, 2021 (the "**Management Agreement**"), concerning operation and management of that certain 18-hole golf course, 9-hole par 3 golf course and related improvements known as "*Audubon Golf Course"*("**Audubon & Par 3**") and that certain 9-hole golf course and related improvements known as "*Oakwood Golf Course*" ("**Oakwood**") located in Amherst, New York (collectively, the "**Courses**").

B. Owner and Troon have agreed to modify the Management Agreement, all in accordance with the terms and conditions herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENTS:

1. Recitals. The foregoing recitals are incorporated herein by this reference. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Management Agreement.

2. Effective Date. Notwithstanding anything to the contrary contained in the Management Agreement, the effective date of this First Amendment is April 1, 2024 (the "**Effective Date**").

3. Oakwood. It is understood and agreed by both Parties that Oakwood was never opened to the public for play and is currently closed. Therefore, as of the Effective Date, Owner and Troon wish to remove all instances of "Oakwood" from the Management Agreement. For the avoidance of doubt, Troon shall only have the contractual responsibilities related to Audubon & Par 3.

4. Assignment. Notwithstanding anything to the contrary contained in the Agreement, Section 16.G shall be deleted in its entirety and replaced with the following:

> "G. **Assignment**. Troon may assign or transfer this Agreement and/or may delegate its duties and obligations under this Agreement to Troon's Affiliate subject to the the prior written consent of the Owner, which will not be unreasonably withheld. "Affiliate" means any corporation or other entity **controlled by,** controlling or under common control with Troon. The words "control", "controlled" and "controlling" mean ownership, directly or indirectly, of 50% or more of the legal or beneficial ownership interest of such corporation or other entity."

DocuSign Envelope ID: 04A3EC85-85C7-4C9C-B244-4D363CD6FD11

5. Notices. Section 16.J shall be amended by deleting the persons to receive notice for Troon, and replacing them with the following:

"Troon New York, LLC
15044 N. Scottsdale Road
Suite 300
Scottsdale, AZ 85254
Attn: Legal Department
Email: jhansen@troon.com"

6. General.

(a) This First Amendment shall be governed by and construed in accordance with the laws of the State of New York.

(b) Each person signing below represents and warrants that he or she is fully authorized to execute and deliver this First Amendment in the capacity set forth beneath his or her signature.

(c) This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(d) This writing constitutes the entire agreement of the parties with respect to the subject matter hereof and may be amended only by written agreement signed by each party.

(e) This First Amendment may be executed in two or more counterparts (including facsimile), each of which shall be deemed to be an original and all of which together shall be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Town of Amherst Golf Management Agreement to be executed on the day and year first written above.

OWNER:

THE TOWN OF AMHERST
a New York municipal corporation

By: _____

Name: _____

Its: _____

TROON:

TROON NEW YORK, LLC
a Delaware limited liability company

DocuSigned by:
By: Jay McGrath
74E1578ECC414A5...

Name: Jay McGrath

Its: Vice President & Secretary

Attachment: 5012_original_contract_11348 (RES-2024-793 : First Amendment to Golf Management Agreement with Troon New York, LLC - CRS

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Court
Initiated by: **Kim Kern**
Co-Sponsored by:

DOC ID: 29452 **RESOLUTION 2024-794** **ADOPTED**

Byrne Memorial Justice Assistance Grant CRS #5049

Whereas, The Town Board is meeting on October 1, 2024,

Whereas, Kindly adopt a resolution authorizing the Supervisor to adopt and execute the Grant agreement between the Town of Amherst (Court) and the New York State Division of Criminal Justice Services (NYSDCJS) with regard to the Byrne Memorial Justice Assistance Grant awarded the Amherst Town Court, CRS ID #5049 attached.

10/1/2024
Consent

FINANCIAL IMPACT:

$20,000.00

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

STATE AGENCY Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210	NYS COMPTROLLER'S NUMBER: T637668 (Contract Number) ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services
GRANTEE/CONTRACTOR: (Name & Address) Amherst, Town of 5583 Main Street Williamsville, NY 14221-5499	TYPE OF PROGRAMS: Byrne JAG DCJS NUMBERS: BJ20637668 CFDA NUMBERS: 16.738
INITIAL CONTRACT PERIOD: FROM 09/01/2024 TO 08/31/2025 FUNDING AMOUNT FROM INITIAL PERIOD: $20,000.00	AMENDED CONTRACT PERIOD: FROM TO FUNDING AMOUNT FROM AMENDED PERIOD:
TRANSACTION TYPE: New	MULTI-YEAR TERM: (if applicable): 0 1-year renewal options.
FEDERAL TAX IDENTIFICATION NO: 166002157 MUNICIPALITY NO: (if applicable) 140301900000 STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization. CHARITIES REGISTRATION NUMBER: N/A (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. N/A Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply): _X_ NYSCFG New York State Contract for Grants _X_ APPENDIX A Standard Clauses for New York State Contracts _X_ ATTACHMENT A-1 Agency Specific Terms and Conditions _X_ ATTACHMENT A-2 Program Specific Terms and Conditions _X_ ATTACHMENT A-3 Federally Funded Grants and Requirements Mandated by Federal Laws _X_ ATTACHMENT B Budget _X_ ATTACHMENT C Payment and Reporting Schedule _X_ ATTACHMENT D Work Plan _X_ Other (Identify)

IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.

NYS Division of Criminal Justice Services

BY: , Date:
Office of Program Development and Funding

State Agency Certification: In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract.

GRANTEE: In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ('Charities Bureau'), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

BY: Mr. Brian J. Kulpa , Town Supervisor Date:

ATTORNEY GENERAL'S SIGNATURE Title: _____ Date: _____	APPROVED, Thomas P. DiNapoli, State Comptroller Title: _____ Date: _____

Attachment: Contract for 5049 (RES-2024-794 : Byrne Memorial Justice Assistance Grant CRS #5049)

Award Contract Byrne JAG

Project No.	Grantee Name	
BJ23-1094-D00	Amherst, Town of	09/19/202

ATTACHMENT B - Budget Summary by Participant

Amherst, Town of
Amherst Town Court - Version 1

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Doctor trainer	1	$2,000.00	$2,000.00	$2,000.00	$0.00
Justification: Funding to support the expenses of bringing in a expert doctor in addiction to train court staff of best practices for the therapeutic drug treatment program. This will allow the court to offer expert resources and services with the goal of diminishing substance abuse, crime and recidivism by a program of intense supervision, treatment and judicial monitoring of drug court participants. Subject to the federal consultant rate, not to exceed $650 per 8 hour day or $81.25 per hour.						
Total				$2,000.00	$2,000.00	$0.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Equipment for Court	1	$5,000.00	$5,000.00	$5,000.00	$0.00
Justification: Funding to support the purchase of equipment to be used for Court procedures. This may include, but may not be limited to, chairs and printers to be used during assessments for the drug court participants. As well as a bike rack to station at the court building in which clients will utilize while attending court appointments, since many don't own vehicles.						
Total				$5,000.00	$5,000.00	$0.00

#	Supplies	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Supplies for Therapeutic Drug Court	1	$13,000.00	$13,000.00	$13,000.00	$0.00
Justification: Funding to support the purchase of supplies that will assist the Court in their therapeutic court operations. These supplies will include, but may not be limited to, recovery books, therapeutic coloring books, incentives for participants such as stress balls, keychains, recovery bracelets, pens, bookmakers, coffee cups, toiletries, T-shirts with inspirational sayings, 2025 calendars, frames for graduation, certificates.						
Total				$13,000.00	$13,000.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$20,000.00	$20,000.00	$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$20,000.00	$20,000.00	$0.00

Attachment: Contract for 5049 (RES-2024-794 : Byrne Memorial Justice Assistance Grant CRS #5049)

Award Contract **Byrne JAG**

Project No.	Grantee Name	
BJ23-1094-D00	Amherst, Town of	09/19/202

ATTACHMENT D - Work Plan

Goal

To support Amherst Town Court's therapeutic drug court program by equipping the court with supplies, equipment and consultant expert training to further implement and continue offering therapeutic drug court services to the community.

Objective #1

To assist the court in obtaining equipment and supplies which support the work of the therapeutic drug court.

Task #1 for Objective #1

Purchase equipment and supplies to be utilized for the drug court services and programs.

#	Performance Measure
1	Describe how the equipment and supplies assist the court in operating their program.

Objective #2

Hire a doctor consultant with expertise in addiction to train therapeutic drug court staff.

Task #1 for Objective #2

Consultant to deliver addiction training to therapeutic drug court staff.

#	Performance Measure
1	Upload or submit a copy of the consultant agreement to GMS no later than the due date of the second quarters progress report.

Objective #3

To report directly to the federal Bureau of Justice Assistance (BJA) on performance measures for grant programs that are supported by Byrne JAG funds through the Performance Measurement Tool (PMT) for each quarter of the contract year. (PLEASE NOTE: YOU DO NOT NEED TO FILL ANYTHING OUT IN GMS FOR THIS OBJECTIVE. THIS IS INFORMATIONAL ONLY).

Task #1 for Objective #3

The grantee will sign onto the PMT at https://www.bjaperformancetools.org utilizing the ID, password and instructions provided by DCJS and complete the assigned sections within 30 days of the end of the calendar quarter.

#	Performance Measure
1	Completed PMT report.

Attachment: Contract for 5049 (RES-2024-794 : Byrne Memorial Justice Assistance Grant CRS #5049)

Award Contract

Project No. BJ23-1094-D00

Grantee Name Amherst, Town of

Byrne J/

09/19/2(

STATE OF NEW YORK

CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as 'Contract' or 'Agreement'), is hereby mad by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with a grant award, the order of precedence is as follows:

1. Appendix A - Standard Clauses for New York State Contracts

2. Contract for Grants Standard Terms and Conditions

3. Modifications to the Face Page

4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government) *[1]*; Attachment B: Budget; Attachment C: Payment and Reporting; and Attachment D: Work Plan.

5. The Face Page

6. Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Fe
Attachment B: Budget; Attachment C: Payment and Reporting; and Attachment D: Work Plan.

Attachment: Contract for 5049 (RES-2024-794 : Byrne Memorial Justice Assistance Grant CRS #5049)

7. Modifications to Attachment A-1: Agency Specific Terms and Conditions

8. Attachment A-1: Agency Specific Terms and Conditions

9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page.

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

[1]. For modifications required by the Federal government see Section I(M).

B. Funding: Funding for the term of the Contract shall not exceed the amount specified as 'Contract Funding Amount' on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment D (Worl Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.

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I. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term 'litigation' shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term 'regulatory action' shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Laws: All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a 'Simplified Renewal Contract'). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. Renewal Notice to Not-for-Profit Contractors: The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a 'Simplified Renewal Contract.' Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ('Unusual Circumstances'), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, 'Unusual Circumstances' shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

TERMINATION AND SUSPENSION

A. Termination

1. Grounds:

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

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b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contrac may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a 'Force majeure' event. For purposes of the Contract, 'Force majeure' shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its projec personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment C (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided

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for under the Contract.

D. Property:

1. For the purposes of the Contract, 'Property' is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of 'Property' the federal awarding Agency definitions will apply.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.

b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.

d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase 'useful life' is defined in Internal Revenue Code §1.169-2).

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

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a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records)

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00am until 5:00pm, Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality:

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ('Confidential Information') for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or

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administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Contractor agrees that, as between the Parties, all Confidential Information in its possession obtained in connection with the services or work hereunder is at all times the sole property of the State.

6. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

7. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, 'Publicity' includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York, and if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) calendar day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgements and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the 'Accessibility Policy'). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

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1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.

2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

January 2024
Certified by - on

Attachment: Contract for 5049 (RES-2024-794 : Byrne Memorial Justice Assistance Grant CRS #5049)

Award Contract **Byrne JAG**

Project No.	Grantee Name	
BJ23-1094-D00	Amherst, Town of	09/19/202

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR YOUR REFERENCE.

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment, or other agreement of any kind (hereinafter, 'the contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1.EXECUTORY CLAUSE In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2.NON-ASSIGNMENT CLAUSE In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3.COMPTROLLER'S APPROVAL In accordance with Section 112 of the State Finance Law, if this contract exceeds $50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts led by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed $125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds $200,000.

4.WORKERS' COMPENSATION BENEFITS In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5.NON-DISCRIMINATION REQUIREMENTS To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or the manufacture, sale or distribution of materials, equipment or

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extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6.WAGE AND HOURS PROVISIONS If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and is subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State and any State approved sums due and owning for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATIONS In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8.INTERNATIONAL BOYCOTT PROHIBITION In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations under the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9.SET-OFF RIGHTS The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's opinion to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10.RECORDS The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the 'Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Status is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11.IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number of numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number of numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods and services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable to State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12.EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN In accordance with Section 312 of the Executive Law and 5 NYCRR Part

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143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and be signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmation action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of '(a), (b) and (c)' above, in every subcontract over $25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13.CONFLICTING TERMS In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14.GOVERNING LAW This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15.LATE PAYMENT Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16.NO ARBITRATION Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17.SERVICE OF PROCESS In addition to the methods of service allowed by the State Civil Practice Law & Rules ('CPLR'), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18.PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

19.MACBRIDE FAIR EMPLOYMENT PRINCIPLES In accordance with the MacBride Fair Employment Principles (Chapter 807) of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to

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conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20.OMNIBUS PROCUREMENT ACT OF 1992. If is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
Telephone: 646-846-7364
email:mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21.RECIPROCITY AND SANCTIONS PROVISIONS Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22.COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23.COMPLIANCE WITH CONSULTANT DISCLOSURE LAW If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services,

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accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163(4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24.PROCUREMENT LOBBYING To the extent this agreement is a 'procurement contract' as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25.CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26.IRAN DIVESTMENT ACT By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the 'Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012' ('Prohibited Entities List') posted at https://ogs.ny.gov/iran-divestment-act-2012

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond.If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27.ADMISSIBILITY OF REPRODUCTION OF CONTRACT Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceedings or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

February 2024

Certified by - on

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Award Contract **Byrne JAG**

Project No.	Grantee Name	
BJ23-1094-D00	Amherst, Town of	09/19/202

ATTACHMENT A-1, AGENCY SPECIFIC TERMS AND CONDITIONS

I. Designees

A. The designated Program Office, for the purpose of notice as referenced in the New York State Contract for Grants (hereinafter, Contract), Section I(G) shall be

NYS Division of Criminal Justice Services (DCJS)

Office of Program Development and Funding

80 S. Swan St.

Albany, NY 12210

B. For the purpose of refunds as referenced in the Attachment C, Payment and Reporting, Section(C)(1)(2), refunds shall be submitted to:

NYS Division of Criminal Justice Services (DCJS)

Office of Budget and Finance, Grants Unit

80 S. Swan St.

Albany, NY 12210

C. The Contractor's Designee, for the purpose of notice as referenced in the New York State Contract for Grants (hereinafter, Contract), Section I(G), shall be the same as indicated on the Face Page of the Contract.

II. Contractual Obligations

The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation, unless otherwise approved in writing by both parties' signatories or their designees.

III. Budget Amendments

Budget amendments for expenditure-based contracts are governed in accordance with Section I(D) of the Contract and also as follows:

Requests for any budget modifications shall be made in writing by an authorized representative of the Contractor and must be approved in writing by DCJS.

A. For contracts with a total value of $200,000 or less, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than ten percent.

B. For contracts with a total value greater than $200,000, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than five percent.

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For budget modifications involving amounts above the thresholds established in the paragraphs above, including multiple budget modifications that cumulatively exceed the thresholds provided above, a budget amendment setting forth the proposed new budget will be required to be submitted and approved within the applicable state grants management system before the next payment will be approved.

Any other budget changes not covered in paragraphs A. or B. (above), such as modifications within budget cost categories or changes in the number, title, job duties or rate of remuneration of project staff or changes under the thresholds for a formal amendment, shall be requested by the Contractor and approved via email by DCJS. Such approval shall be retained by the Contractor. DCJS reserves the right to require a formal budget amendment to be submitted and approved within the applicable state grants management system when deemed to be in the best interest of the State.

C. Grant Amendment Requests (GAR) for Performance-Based Contracts

For performance-based contracts, the Contractor shall request reallocations of milestones from the state DCJS Office of Program Development and Funding (OPDF) within 30 days of the close of each contract quarter, or no later than 45 calendar days after the end of the last quarter of a contract budget term, to adjust any milestones and/or outcomes to reflect actual achievements. If the reallocation request is approved, the reimbursement will be at the agreed upon cost for the milestones and/or outcomes, and shall not exceed the total maximum award amount delineated in the contract for such contract budget term. The reallocation request must also include the completed Grant Amendment Request (GAR) form. The Contractor may request from OPDF within the aforementioned 45 day period an extension of the GAR submission period due to extenuating circumstances. DCJS reserves the right to deny al or part of a GAR reallocation and/or extension request.

IV. Time and Effort Reporting

The Contractor shall maintain specific documentation as support for project related personal service costs. For all Contractor's staff whose salaries are paid in whole or in part from grant funds provided under this. Contract, the Contractor shall maintain a time recording system which shows the time devotec to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher-level position at the end of each time reporting period.

V. Space Rental

Space rental provided by this Contract shall be supported by a written lease or other related, DCJS-approved documentation, maintained on file, and made available by the Contractor upon request.

VI. Employment of a Consultant

The Contractor's employment of a consultant shall be supported by a written agreement executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement shall be submitted to DCJS and uploaded into the applicable state grants management system no later than the due date of the second quarterly progress report unless otherwise approved by DCJS. All consultant services shall be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written agreements, and documentation justifying the cost and selection of the consultant. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed $650 for an eight-hour day or $81.25 per hour (not including travel and subsistence costs). A rate exceeding $650 per eight-hour day or $81.25 per hour requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

B. Procurement of a consultant shall be undertaken consistent with the procedures outlined in Section VII of this Attachment.

C. A Contractor who proposes to obtain consultant services from a vendor without competitive bidding, shall obtain the prior written approval of DCJS. The request for approval shall be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services shall be in accordance with the guidelines, bulletins, and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice and/or any applicable state or federal agency. DCJS' approval shall be retained by the Contractor and submitted upon request.

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D. Notwithstanding the provisions of this section, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all supporting documentation identifying the criminal matter involved, services provided, time commitment and schedule shall be retained by the Contractor and submitted upon request.

VII. Procurement

All procurements shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

A. A Contractor that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

B. A Contractor that is a not-for-profit organization shall make all procurements as noted below:

1. If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

2. A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to $999 at its discretion.

3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $1,000 and $4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.

4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $5,000 and $9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

C. A Contractor that is a state entity shall make all procurements in accordance with State Finance Law Article 11, and any other applicable laws and/or regulations.

D. A Contractor spending in aggregate of $10,000 and above must use a competitive bidding process. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process. Further guidance may be obtained from DCJS.

E. Any Contractor who proposes to purchase from a vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval shall be retained by the Contractor and submitted upon request.

VIII. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements and Procedures (state-funded grants only)

A. General Provisions

1. The Division of Criminal Justice Services (DCJS) is required to implement the provisions of New York State Executive Law Article 15-A and 5NYCRR Parts 142-144 (MWBE Regulations) for all state Contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

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2. The Contractor to the subject Contract (the Contractor and the Contract, respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DCJS, to fully comply and cooperate with the DCJS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (EEO) and contracting opportunities for certified minority and women-owned business enterprises (MWBEs). Contractor's demonstration of good faith efforts pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the Human Rights Law) or other applicable federal, state or local laws.

3. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VIII(G) of this Attachment or enforcement proceedings as allowed by the Contract.

B. Contract Goals

1. For purposes of this Contract, DCJS has established an overall goal of 30% for Minority and Women-Owned Business Enterprises (MWBE) participation which are specified as part of the Contract on the Local Assistance MWBE Sub-Contractor Supplier Utilization Form 3301.

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the Contract workplan hereof, the Contractor shall reference the directory of New York State Certified MWBEs found at the following internet address: https://ny.newnycontracts.com. Additionally, Contractor is encouraged to contact the Division of Minority and Women's Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.

3. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DCJS for liquidated or other appropriate damages, as set forth herein.

C. Equal Employment Opportunity (EEO)

1. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economics Development (the Division). If any of these terms or provisions conflict with applicable laws or regulations, such laws and regulations shall supersede these requirements.

2. Contractor shall comply with the following provisions of Article 15-A:

a. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

b. The Contractor agrees to the EEO Policy Statement as provided below, or if the Contractor or Subcontractor has its own EEO Policy Statement, it should include the following or similar language:

i. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

ii. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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iii. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

iv. The Contractor will include the provisions of (i.) through (iii.) above and Paragraph 5 of the Appendix A, Standard Clauses for New York State Contracts which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

3. Staffing Plan

To ensure compliance with this Section, the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form is required for contracts with a total expenditure in excess of $250,000. The Contractor shall submit the staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the Contract.

4. Workforce Employment Utilization Report

a. If the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form is required, once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DCJS of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DCJS during the term of the Contract, for the purpose of reporting the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

b. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

c. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

5. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

D. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the Contract.

2. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the Contract workplan.

3. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DCJS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

E. Waivers

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1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, DCJS shall evaluate the reques and issue a written notice of acceptance or denial within twenty (20) days of receipt.

2. If DCJS, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, DCJS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

F. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to DCJS over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

G. Liquidated Damages - MWBE Participation

1. Where DCJS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of contract and DCJS may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

2. Such liquidated damages shall be calculated as an amount equaling the difference between:

a. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

b. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

3. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DCJS, Contractor shall pay such liquidated damages to the DCJS within thirty (30) days after they are assessed by the DCJS unless prior to the expiration of such thirtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DCJS.

H. M/WBE and EEO Policy Statement

The Contractor agrees to adopt the following policies with respect to the project being developed or services rendered in this Contract with the Division of Criminal Justice Services:

1. **M/WBE**

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participation goals set by the State for that area in which the State-funded project is located, by taking the following steps:

a. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

b. Request a list of State-certified M/WBEs from the Division of Minority and Women's Business Development and solicit bids from them directly.

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c. Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

d. Where feasible, divide the work into smaller portions to enhance participation by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

e. Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

f. Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

2. **EEO**

a. This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

b. This organization shall state in all solicitation or advertisements for employees that in the performance of the Contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability or marital state.

c. At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

d. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

e. This organization will include the provisions of sections (a.) through (d.) above in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this Contract.

IX. Equipment Inventory

Applicable equipment purchased with funds provided by this Contract as listed in Attachment B or B-1, shall be assigned a unique inventory number. The Contractor shall list all equipment purchased with such funds on the Equipment Inventory Form and attach it in the applicable state grants management system at the time the last program progress report is filed or sooner. Items of equipment costing less than $500 do not need to be listed on the Equipment Inventory Form although the Contractor is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Contractor, DCJS will permit continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a public safety program, unless otherwise notified by DCJS.

X. Accounting and Audits

A. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures.

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B. In addition to all other contract terms and conditions contained herein, performance-based Contractors must be able to document that they expended at least 90% of their program operating budget on program expenses specific to the contracted program. Any short-fall in documented expenditures below the 90% threshold will be subject to recoupment by DCJS.

C. If the Contractor receives funding from two or more sources, all necessary steps shall be taken to ensure that grant funds are not co-mingled with any other grantee funds, and that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts.

D. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

E. Contractor agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

F. This Contract may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Contract. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by any applicable Federal, State, and DCJS guidelines.

XI. Non-Compliance

DCJS reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant contracts between the Contractor and DCJS or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgement, the services provided by the Contractor under the Contract are unsatisfactory or untimely. DCJS shall provide the Contractor with written notice of noncompliance. Upon the Contractor's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with the terms of the Contract.

XII. Program Income

Program income is gross income earned by the Contractor that is directly generated by a supported activity or earned as a result of the grant award during the period of performance. Program income earned by the Contractor during the funding period as a direct result of the grant award shall be reported in writing to DCJS in a manner or format prescribed by DCJS, in addition to any other applicable reporting requirements. This includes income received from seized and forfeited assets, cash, the sale of grant purchased property, royalties, fees for services, and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Attachment D. The Contractor shall report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated using these grant funds shall be used to enhance the grant project.

XIII. Lapsing Appropriations

Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

XIV. Refunds

If at the end of this Contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Contractor, the Contractor shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Budget and Finance at the address in Section I.(B) of this Attachment with its final fiscal cost report by the last day of the month following

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the end of the contract period.

XV. Limit on Overtime Earnings

If Attachment B, Expenditure Based Budget, makes provisions for overtime payment, the Contractor shall limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Contract. Prior written approval from DCJS is required for overtime charges in excess of the 25 percent (25%) limit. A copy of DCJS' written approval shall be retained by the Contractor and submitted upon request.

XVI. Subawards/Subcontractors

None of the goals, objectives or tasks set forth in Attachment D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application in the applicable grants management system, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Contract makes provisions for the Contractor to subaward funds to other recipients, the Contractor agrees that all subcontractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of any subcontractor.

The Contractor agrees that all subcontractor arrangements shall be formalized in writing between the parties involved; and shall include at a minimum:

* Activities to be performed;

* Time schedule;

* Project policies;

* Other policies and procedures to be followed;

* Dollar limitation of the agreement;

* New York State Contract for Grants, Appendix A-Standard Clauses for New York State Contracts, Attachment A-1, Attachment A-2, Attachment A-3 (if applicable), Attachment C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension (if applicable) and any special conditions set forth in Appendix D of the Contract; and

* Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Contractor will not be reimbursed for subgranted funds unless all expenditures by a subcontractor are listed on applicable forms. Backup documentation for such expenditures shall be made available upon request. All expenditures shall be programmatically consistent with the goals and objectives of this Contract and with the financial plan set forth in Attachment B or B-1.

XVII. Work Product Ownership and Distribution/DCJS Logo

Any work products developed under this Contract by the Contractor shall be the exclusive property of DCJS and Contractor may not assert a copyright to any work products developed. Any work products shall not be disseminated by any means, in whole or in part, unless express written permission in advance is granted by the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and Contractor adheres to any conditions or limitations with respect to usage. Where Contractor uses their pre-existing materials in connection with this Contract, DCJS may use any said

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material, in whole or in part, with proper attribution to the Contractor.

No materials or presentations resulting from Contract activities nor any Contractor's website or social platform may use the DCJS logo in any form without the prior written approval from the Executive Deputy Commissioner of DCJS or his/her designee. Requests for such approval shall be submitted in writing to the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and/or DCJS General Counsel at least thirty (30) calendar days before requested use. DCJS' determination of any requests shall be made on a case-by-case basis.

XVIII. Delayed Implementation

Contractor agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report in writing to the DCJS Office of Program Development and Funding (OPDF) the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Contractor will submit a second written report to OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

XIX. Changes at the Discretion of DCJS

This Contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Division of Criminal Justice Services.

XX. Non-Supplanting

The Contractor shall not deliberately reduce funds available for a stated purpose because of the availability of funds under this grant. Funds shall be used to supplement, not supplant, non-Federal funds that would otherwise be available for grant activities. Additionally, a grantee may not reduce State, local, or other non-Federal funds that have been allocated for such permissible activity because Federal funds are available (or expected to be available) to fund that same activity. State and Federal funds must be used to supplement existing State, local or other funds for program activities. Non-supplanting does not apply to grants made with State funds where DCJS receives a Legislative Initiative Form (LIF) from the State Legislature.

XXI. SAFETNet

The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered county or municipal government agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the county or municipal government agency agrees to participate the Upstate New York State Intelligence Center (NYSIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

XXII. Compliance with New York State Policies and Standards

All information management software which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with all applicable New York State Office of Information Technology Services security policies and related standards located at: https://its.ny.gov/policies

In addition, all such information management software and/or hardware which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with established DCJS standards as outlined in the following documents:

A. New York State Criminal Justice Electronic Biometric Transmission Standard

B. New York State Standard Practices for the Processing of Fingerprintable Criminal Cases.

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C. New York State Standard Practices for Fingerprinting Juveniles.

The latest versions of these documents referenced above can be accessed on the DCJS website at:

http://criminaljustice.ny.gov/advtech/ebts.pdf

http://www.criminaljustice.ny.gov/stdpractices/main_menu.htm

http://www.criminaljustice.ny.gov/stdpractices/jj-stdpractices/jj-full-manual.pdf

or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

XXIII. IJPortal

Contractors who are law enforcement agencies shall enroll as a user of the Integrated Justice Portal (IJPortal) and make use of the IJPortal services as applicable.

XXIV. DCJSContact Directory

Contractor shall enroll as applicable in the DCJSContact Directory established and administered by the Division of Criminal Justice Services. DCJSContact is a free-of-charge statewide email directory used to alert the law enforcement community to the availability of free law enforcement training courses and materials, legal updates, and officer safety bulletins, among others. Information regarding enrollment in the DCJSContact Directory can be obtained by accessing the enrollment form at https://www.criminaljustice.ny.gov/ojis/DCJSContact.htm

XXV. Incident-Based Reporting (IBR)/UCR Data Entry Interface

Incident-Based Reporting (IBR) agencies are required to use the IJPortal IBR Submission interface to upload their monthly NYSIBR extract file, and the IJPortal UCR Data Entry Interface to submit their monthly Hate Crime and Law Enforcement Officers Killed or Assaulted (LEOKA) reports.

Summary (UCR) reporting agencies are required to use the IJPortal UCR Data Entry Interface to submit all monthly UCR reports including the Return A (Monthly Offenses known to Police), Arrests of Persons 18 and Over, Arrests of Persons Under 18, Supplemental Homicide Report (SHR), Arson, Hate Crime, and the Law Enforcement Officers Killed or Assaulted (LEOKA).

Law enforcement agencies are required to submit all monthly crime reports to DCJS through the Integrated Justice Portal (IJPortal) IBR/USR Reporting Interface within 30 calendar days after the close of the reporting period. Failure to submit this information may result in grant funds being withheld.

Instructions for accessing and submitting crime reports through the IJPortal can be found at:
https://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf

All law enforcement agencies shall stay current with their monthly submissions. When the police department is unable to submit the data within 30 days, the Chief shall submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

Law enforcement agencies shall submit full UCR Part 1 crime reports, including supplemental homicide reports, to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting System (IBR). Quick Reports will not be accepted. Failure to submit this information may result in grant funds being withheld.

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UCR agencies shall fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found on-line at: https://www.criminaljustice.ny.gov/ojis/dir_training.htm. Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of the IBR file.

XXVI. Publications

The Contractor will submit to DCJS for review all proposed publications (written, visual or audio) prior to their public release. Any such publications shall contain the following statement: 'This project is supported by a grant from the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.'

XXVII. Sexual Harassment Prevention Policy Certification

As of January 1, 2019, bidders on procurements subject to competitive bidding in New York State, are required to submit a certification with every bid that states they have a policy addressing sexual harassment prevention and that they provide sexual harassment training to all employees on an annual basis.

Pursuant to State Finance Law §139-l, bidders responding to a competitively bid Request for Proposal (RFP), must certify that by submission of their bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Bidders that do not certify will not be considered for award; provided however, that if the bidder cannot make the certification, the bidder provides a signed statement with their bid detailing the reasons why the certification cannot be made.

In addition, requiring this certification for competitively bid RFPs, DCJS has included this requirement for all grantees receiving funds from DCJS. Grantees must provide certification that they have implemented a written policy addressing sexual harassment prevention in the workplace and that they provide annual sexual harassment prevention training to all of its employees.

The certification form described above is available at https://www.criminaljustice.ny.gov/ofpa/applcntgrntfrms.html and is required from grantees as part of the submission in the applicable state grants management system.

February 2024
Certified by - on

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Award Contract **Byrne JAG**

Project No.	Grantee Name	
BJ23-1094-D00	Amherst, Town of	09/19/202

Attachment A-2, PROGRAM SPECIFIC TERMS AND CONDITIONS:

The following terms and conditions apply only to the Contractors receiving funds under the identified program:

County Re-entry Task Force (CRTFs)

The Contractor agrees that, as part of DCJS' crime reduction strategy initiatives, each County Re-entry Task Force will develop a formal interactive relationship with other crime reduction strategies in their county.

The Contractor must work towards the development of a comprehensive array of reentry services within the county to ensure that the individual needs of all returning individuals can be appropriately addressed. The Contractor shall review all services proposed by subcontractors for compliance with evidence-based practices.

In addition to services designed to meet the basic needs of returning persons, the Contractor will ensure that the county's network of services include those that address criminogenic needs, have been evaluated for effectiveness in achieving their desired outcomes, and comport with evidence-based interventions for people who have offended. Examples include, but are not limited to, the provision of Thinking for a Change (T4C) and Offender Workforce Development Specialist (OWDS) Programming which may be evaluated as part of the Contract with the Contractor.

Crimes Against Revenue Program (CARP)

The Contractor, in cooperation with DCJS, the Department of Taxation and Finance (DTF) and/or any other state agencies where applicable, will publicize noteworthy prosecutions to promote deterrence.

The Contractor shall enter into a signed Memorandum of Understanding (MOU) with DTF and other agencies if appropriate, to set forth roles, responsibilities and coordination between the parties with respect to the investigation and prosecution of tax crimes and other fraud that can adversely affect governmental revenues.

Gun Involved Violence Elimination (GIVE) Initiative

The Contractor agrees that if funding is being provided for the implementation of any other DCJS crime reduction strategies within the same jurisdiction, the implementing agency will coordinate their GIVE strategy with those other initiatives.

Participating agencies receiving funding through the GIVE Initiative will be required to participate in a GIVE program evaluation. This may require agencies to provide DCJS or its contractors with data and information relating to jurisdictional GIVE operations, initiatives, and enforcement efforts.

The Contractor agrees to comply with all program requirements including those outlined within the GIVE Guidance Document.

Participating law enforcement agencies receiving GIVE funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition of the federal Violence Against Women Act.

Participating police departments will attend monthly meetings, at a minimum, with the SNUG program manager or his/her designee and regional crime analysts to discuss firearms related crime, gang activity, and violence. Meeting frequency may be increased at the discretion of DCJS based on shootings, homicides, and the incidence of violent crime within a jurisdiction.

Attachment: Contract for 5049 (RES-2024-794 : Byrne Memorial Justice Assistance Grant CRS #5049)

Participating police departments will develop writing protocols detailing established procedures to notify the SNUG program manager or his/her designee of all shootings and/or homicides within 24 hours of each incident. The written procedures must be submitted to DCJS with the first Quarterly Progress Report.

Participating police departments will provide DCJS an annual report detailing a year-to-year comparison of shootings and homicides for the current GIVE Contract period and the two preceding GIVE Contract periods for the target area(s) and the entire city. This annual comprehensive report will be due on the last day of the month following the expiration date of the Contract.

Motor Vehicle Theft and Insurance Fraud (MVTIF) Program

The Contractor shall expend funds in a manner that is consistent with the MVT/MVIF Plans of Operation.

New York State Defenders Association (NYSDA)

Any income, including interest, arising from state funds paid to the NYSDA shall be used to pay for the cost or expansion of tasks to be performed as part of the NYSDA's programs or projects, provided that all such income shall first be used to reimburse the NYSDA for monies expended from its general fund to support the Backup Center services.

Whenever possible, the NYSDA and its employees shall seek state rates for travel, meals, and lodging. Where such rates are not obtainable, NYSDA employees must provide three quotes demonstrating reasonableness of price for alternate travel, meals, and lodging, except when seeking lodging at the venue of a conference essential to the NYSDA program. In which case the NYSDA shall document the conference arrangements and rates for travel, meals, and lodging.

Upon DCJS request, the NYSDA will arrange for DCJS personnel to attend the NYSDA trainings and conferences offered for the purposes of program and contract monitoring. The parties of this Contract understand that nothing in this Contract shall be construed to preclude or impair the right of the NYSDA attorneys to act in the best interest of their clients. In providing access to records and submitting reports required pursuant to the provisions of this Contract, the NYSDA shall, in accordance with its professional responsibility under the New York Rules of Professional Conduct (see 22 NYCRR Pt. 1200), protect the confidences and secrets of its clients, including the clients of the attorneys to whom the NYSDA provided assistance or services. No record or report shall be deemed deficient because of the omission of information, the provision of which would result in the disclosure of any such confidences or secrets or would otherwise compromise the interest of any client.

In serving as the Public Defense Backup Center and a clearing house for information relating to the provision of public defense services, NYSDA will review, assess, and analyze the public defense system and advance the rights and interests of public defense clients and public defense attorneys.

February 2024
Certified by - on

Attachment: Contract for 5049 (RES-2024-794 : Byrne Memorial Justice Assistance Grant CRS #5049)

Award Contract **Byrne JAG**

Project No.	Grantee Name	
BJ23-1094-D00	Amherst, Town of	09/19/202

ATTACHMENT A-3, FEDERALLY FUNDED GRANTS AND REQUIREMENTS MANDATED BY FEDERAL LAWS

Please navigate to the links below to read the Federal Special Conditions that apply to this Federal Award and attest to such by downloading, completing, signing and uploading the attestation form.

Special Conditions -
https://www.criminaljustice.ny.gov/ofpa/FederalSpecialConditions/FFY%202020%20Byrne%20JAG%20Special%20Conditions%20and%20Addendum%20%20Final.pdf

Attestation Form -
https://www.criminaljustice.ny.gov/ofpa/FederalSpecialConditions/Federal%20Special%20Conditions%20Attestation%20Form.3.11.24.pdf
Certified by - on

Attachment: Contract for 5049 (RES-2024-794 : Byrne Memorial Justice Assistance Grant CRS #5049)

Award Contract **Byrne JAG**

Project No.	Grantee Name	
BJ23-1094-D00	Amherst, Town of	09/19/202

ATTACHMENT C PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.

4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.

5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.

7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

10. All obligations must be incurred prior to the end of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal Funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

Attachment: Contract for 5049 (RES-2024-794 : Byrne Memorial Justice Assistance Grant CRS #5049)

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ('CFR'). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirements

Claim	Claim Type	Report Period	Due Date
1	Quarterly Reimbursement	Quarter 1	30 days after the end of the quarter
2	Quarterly Reimbursement	Quarter 2	30 days after the end of the quarter
3	Quarterly Reimbursement	Quarter 3	30 days after the end of the quarter
4	Quarterly Reimbursement	Quarter 4	30 days after the end of the quarter

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

* For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and and practices shall be subject to approval of the State.

* For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

Attachment: Contract for 5049 (RES-2024-794 : Byrne Memorial Justice Assistance Grant CRS #5049)

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payments shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the forth quarter of the current contract year to pay the scheduled payment of the next contract year.

9. If the Expenditure Based Budget is used in Attachment B and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This repor shall accompany the voucher submitted for such period.

____ Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency.

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., performed, training sessions conducted, etc.).

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment D (Work Plan).

4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Report Requirements below.

Schedule B: Progress Reporting Requirements

Period 1

Progress Report	Report Type	Report Period	Due Date

Attachment: Contract for 5049 (RES-2024-794 : Byrne Memorial Justice Assistance Grant CRS #5049)

1	Quarterly Progress Report	Quarter 1	30 days after the end of the quarter
2	Quarterly Progress Report	Quarter 2	30 days after the end of the quarter
3	Quarterly Progress Report	Quarter 3	30 days after the end of the quarter
4	Quarterly Progress Report	Quarter 4	30 days after the end of the quarter

E. Special Payment and Reporting Provisions

For All Grantees:

All requests for reimbursement must reflect actual costs that have been incurred for goods or services that were received by the Contractor during the contract period, or alternatively, the number of milestones achieved during the contract period for performance-based contracts. A purchase order issued without receipt of the items or services is not eligible for reimbursement. Goods or services ordered but not received during the contract period are not eligible for reimbursement. Additionally, the Contractor must have paid for the goods or services in order to be eligible for reimbursement.

1. Contractors must submit all required fiscal reports, support documentation and program progress reports as required under Section D. Failure to meet these requirements may result in rejection of the associated voucher, placement of a stop payment or withholding of funds. Final vouchers and required reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

2. If an advance was approved and a contract renewal is permitted, this serves as notification to contractors that advances shall not be automatically renewed. If an advance in subsequent renewal periods is requested, supporting documentation in a manner prescribed by the State Agency is required. The State Agency at its sole discretion shall be determined if a subsequent advance is supported. Nothing in this agreement shall require any advance during subsequent renewal periods simply because an advance was approved in the initial or prior contract term.

3. Vouchers (Claims for Payment) shall be submitted in a format acceptable to the State Agency and the Office of the State Comptroller (see http://www.criminaljustice.ny.gov/ofpa/applcntgrntfrms.html). All required reports, such as Fiscal Cost Reports and Detailed Itemization Forms, must be prepared quarterly consistent with provisions in this Attachment. Prior period adjustments shall be reported in the same accounting period that the correction was made. **Requests for payments must be accompanied by adequate supporting documentation as determined by the State Agency.**

4. All submitted vouchers shall reflect the Contractor's actual disbursements and be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required - or by milestone achievements for performance-based contracts - and a fiscal cost report for the reporting period. Timely, properly completed and signed vouchers and fiscal cost reports, as well as detailed itemization forms with supporting documentation as required, shall be submitted to:

DCJSGrantsUnitVoucherSubmittal@DCJS.NY.Gov

The State Agency reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, the State Agency in its sole discretion, may reduce the voucher payment by the amount disallowed.

5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services as described above. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. The Contractor must notify the Office of Financial Services in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment interest.

July 2024
Certified by - on

Attachment: Contract for 5049 (RES-2024-794 : Byrne Memorial Justice Assistance Grant CRS #5049)

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29486 **RESOLUTION 2024-795** **ADOPTED**

Award of Bid – LED Street Light Maintenance

On September 5, 2024 bids were received for the above referenced project. After review of the five (5) bids received (tabulation attached), and information pertaining to the qualifications and experience of the bidders, we recommend that Concrete Applied Technologies, DBA CATCO, 1266 Townline Road, Alden, NY 14004, be awarded all the attached unit cost bid items; Items 1-51. The above contract shall be effective from execution through December 31, 2025.

Funding is available from accounts A5182-4110 (General Highway Lighting) and E9997-4110 (Lighting District).

May I please have your approval to award this low contract? Thank you for considering this request.

10/1/2024
Consent

FINANCIAL IMPACT:

Funding is available from accounts A5182-4110 (General Highway Lighting) and E9997-4110 (Lighting District).

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

TOWN OF AMHERST LED STREET LIGHT MAINTENANCE DETAILED BID COMPARISON & TABULATION

ITEM #	DESCRIPTION	UNIT TYPE	QUANTITY	Low Base Bid - CATCO October 1, 2024 - Dec. 31, 2025		2nd Low Base Bid - P&CG October 1, 2024 - Dec. 31, 2025		Unit Price Difference (CATCO - P&CG)	Engineer's Estimate
				UNIT PRICE - BASE BID	PRICE - BASE BID	UNIT PRICE - BASE BID	PRICE - BASE BID	UNIT	
1	Investigation Only of No Current Overhead Wiring (per crew)	Per Hour	30	$ 325.00	$ 9,750.00	$ 350.00	$ 10,500.00	$ (25.00)	$ 9,840.00
2	Investigation Only of No Current Underground Wiring (per crew)	Per Hour	125	$ 325.00	$ 40,625.00	$ 350.00	$ 43,750.00	$ (25.00)	$ 42,500.00
3	Installation of Fiberglass direct bury Pole up to 18' (Mounting Height), LABOR ONLY	per UNIT	40	$ 700.00	$ 28,000.00	$ 1,200.00	$ 48,000.00	$ (500.00)	$ 31,800.00
4	Installation of LED Cobra head Fixture, LABOR ONLY	per UNIT	5	$ 225.00	$ 1,125.00	$ 210.00	$ 1,050.00	$ 15.00	$ 1,000.00
5	Installation of LED Post Top/Decorative Fixture, LABOR ONLY	per UNIT	5	$ 225.00	$ 1,125.00	$ 215.00	$ 1,075.00	$ 10.00	$ 1,050.00
6	Installation of Asset Management Node, LABOR ONLY	per UNIT	50	$ 50.00	$ 2,500.00	$ 135.00	$ 6,750.00	$ (85.00)	$ 4,050.00
7	Re-setting Asset Management Node, LABOR ONLY	per UNIT	150	$ 50.00	$ 7,500.00	$ 135.00	$ 20,250.00	$ (85.00)	$ 12,150.00
8	Arm and Fixture transfer to new pole, LABOR ONLY	per UNIT	10	$ 500.00	$ 5,000.00	$ 700.00	$ 7,000.00	$ (200.00)	$ 6,250.00
9	Installation of 20'-35' Single Mast Arm Pole (To existing base), LABOR ONLY	per UNIT	2	$ 750.00	$ 1,500.00	$ 1,200.00	$ 2,400.00	$ (450.00)	$ 2,200.00
10	Installation of 20'-35' Single Davit Pole(To existing base), LABOR ONLY	per UNIT	5	$ 750.00	$ 3,750.00	$ 1,200.00	$ 6,000.00	$ (450.00)	$ 5,500.00
11	Installation of 35'-40' Wood Pole, M/L	per UNIT	1	$ 3,300.00	$ 3,300.00	$ 1,850.00	$ 1,850.00	$ 1,450.00	$ 1,200.00
12	Removal of 35'-40' Wood Pole, LABOR ONLY	per UNIT	1	$ 1,700.00	$ 1,700.00	$ 615.00	$ 615.00	$ 1,085.00	$ 440.00
13	Installation of Town ID Number & Lettering on Town Pole (No Wood), LABOR ONLY	per UNIT	5	$ 75.00	$ 375.00	$ 90.00	$ 450.00	$ (15.00)	$ 150.00
14	Installation of Town ID Number & Lettering on Wood Poles, LABOR ONLY	per UNIT	5	$ 60.00	$ 300.00	$ 90.00	$ 450.00	$ (30.00)	$ 60.00
15	Installation of Fuse Kit, LABOR ONLY	per UNIT	15	$ 200.00	$ 3,000.00	$ 185.00	$ 2,775.00	$ 15.00	$ 1,800.00
16	Installation of Fuse, LABOR ONLY	per UNIT	50	$ 50.00	$ 2,500.00	$ 70.00	$ 3,500.00	$ (20.00)	$ 2,600.00
17	Installation of Hand Hole, M/L	per UNIT	5	$ 100.00	$ 500.00	$ 2,000.00	$ 10,000.00	$ (1,900.00)	$ 3,000.00
18	Install transformer breakaway base and reinstall existing pole on existing base, M (base) / L	per UNIT	10	$ 1,500.00	$ 15,000.00	$ 1,700.00	$ 17,000.00	$ (200.00)	$ 11,500.00
19	Removal of 10'-14' (Mounting Height) fiberglass decorative pole and dispose of, LABOR ONLY	per UNIT	2	$ 350.00	$ 700.00	$ 775.00	$ 1,550.00	$ (425.00)	$ 1,790.00
20	Removal of 20'-30' metal Single Mast or Davit and dispose of, LABOR ONLY	per UNIT	2	$ 400.00	$ 800.00	$ 775.00	$ 1,550.00	$ (375.00)	$ 2,200.00
21	Removal concrete pole up to 15' and foundation up to 4' tall and 18" diameter and dispose. Install Town Provided Direct Bury Pole, LABOR ONLY	per UNIT	1	$ 3,000.00	$ 3,000.00	$ 2,000.00	$ 2,000.00	$ 1,000.00	$ 1,700.00
22	Removal of concrete foundation up to 4' tall 18" wide diameter and dispose of. Install Town Provided Direct Bury Pole, LABOR ONLY	per UNIT	1	$ 3,000.00	$ 3,000.00	$ 2,100.00	$ 2,100.00	$ 900.00	$ 1,900.00
23	Pole Structural integrity assessment, LABOR ONLY	per UNIT	5	$ 350.00	$ 1,750.00	$ 175.00	$ 875.00	$ 175.00	$ 450.00
24	Reset a leaning direct burial pole, LABOR ONLY	per UNIT	15	$ 400.00	$ 6,000.00	$ 725.00	$ 10,875.00	$ (325.00)	$ 6,600.00
25	Install new concrete foundation for Single Mast or Davit Pole up to 35', LABOR ONLY	per UNIT	2	$ 2,000.00	$ 4,000.00	$ 1,200.00	$ 2,400.00	$ 800.00	$ 2,200.00
26	Installation of Underground #10 Copper Wire M/L	per FOOT	100	$ 35.00	$ 3,500.00	$ 3.50	$ 350.00	$ 31.50	$ 300.00
27	Installation of Overhead #6 Aluminum Duplex Wire M/L	per FOOT	100	$ 5.00	$ 500.00	$ 3.60	$ 360.00	$ 1.40	$ 365.00
28	Installation of Underground #6 Copper Duplex Wire, No Digging M/L	per FOOT	100	$ 37.50	$ 3,750.00	$ 42.25	$ 4,225.00	$ (4.75)	$ 500.00
29	Installation of #4 Triplex Wire M/L	per FOOT	100	$ 6.50	$ 650.00	$ 4.50	$ 450.00	$ 2.00	$ 550.00
30	Installation of 1/O Aluminum Triplex Wire M/L	per FOOT	100	$ 7.00	$ 700.00	$ 7.55	$ 755.00	$ (0.55)	$ 750.00
31	Installation of #4 Dead End Grip	per UNIT	10	$ 120.00	$ 1,200.00	$ 25.00	$ 250.00	$ 95.00	$ 220.00
32	Installation of 139 Connector H Type	per UNIT	10	$ 6.00	$ 60.00	$ 40.00	$ 400.00	$ (34.00)	$ 400.00
33	Boring, includes conduit, wire & misc. materials M/L	per FOOT	100	$ 100.00	$ 10,000.00	$ 106.00	$ 10,600.00	$ (6.00)	$ 2,500.00
34	Paint entire fiberglass pole up to 15' height with black paint M/L	per UNIT	5	$ 350.00	$ 1,750.00	$ 251.00	$ 1,255.00	$ 99.00	$ 1,500.00
35	Remove and replace concrete sidewalk or driveway apron, 6" depth M/L	per sq foot	200	$ 10.00	$ 2,000.00	$ 19.50	$ 3,900.00	$ (9.50)	$ 5,000.00
36	Supply and install glass tinting on one side of decorative fixture only M/L	Per PANEL	5	$ 300.00	$ 1,500.00	$ 210.00	$ 1,050.00	$ 90.00	$ 1,250.00
37	Minor Tree trimming	per tree	5	$ 375.00	$ 1,875.00	$ 350.00	$ 1,750.00	$ 25.00	$ 400.00
38	Lawn Restoration	per sq foot	100	$ 10.00	$ 1,000.00	$ 5.00	$ 500.00	$ 5.00	$ 750.00
39	Supply and Install a missing pole hand hole cover, aka Angel Guard, M/L	per UNIT	20	$ 75.00	$ 1,500.00	$ 92.00	$ 1,840.00	$ (17.00)	$ 1,740.00
40	Lineman Reg. Time	per HOUR	10	$ 145.00	$ 1,450.00	$ 143.00	$ 1,430.00	$ 2.00	$ 1,370.00
41	Groundman Reg. Time	per HOUR	10	$ 150.00	$ 1,500.00	$ 121.00	$ 1,210.00	$ 29.00	$ 1,250.00
42	Flagger Reg. Time	per HOUR	10	$ 110.00	$ 1,100.00	$ 110.00	$ 1,100.00	$ -	$ 1,100.00
43	Bucket truck	per HOUR	10	$ 140.00	$ 1,400.00	$ 72.00	$ 720.00	$ 68.00	$ 720.00
44	Digger Derrick	per HOUR	10	$ 160.00	$ 1,600.00	$ 72.00	$ 720.00	$ 88.00	$ 720.00
45	Pole Trailer	per HOUR	10	$ 60.00	$ 600.00	$ 23.00	$ 230.00	$ 37.00	$ 280.00
46	Dump Truck	per HOUR	10	$ 225.00	$ 2,250.00	$ 51.00	$ 510.00	$ 174.00	$ 450.00
47	Small Cat 50 Excavator + Trailer	per HOUR	10	$ 165.00	$ 1,650.00	$ 80.00	$ 800.00	$ 85.00	$ 760.00
48	Utility Truck	per HOUR	10	$ 60.00	$ 600.00	$ 32.00	$ 320.00	$ 28.00	$ 320.00
49	Pickup Truck	per HOUR	10	$ 70.00	$ 700.00	$ 30.00	$ 300.00	$ 40.00	$ 290.00
50	Crash Truck/Atennuater truck	per HOUR	10	$ 60.00	$ 600.00	$ 56.00	$ 560.00	$ 4.00	$ 630.00
51	SCHEDULED MAINTENANCE; FIELD CHANGE PAYMENT ITEM	FIXED	1	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ -	$ 50,000.00

	CATCO BASE BID TOTAL:	$ 240,235.00	PC&G BASE BID TOTAL:	$ 290,350.00	Estimate: $ 228,045.00
3rd			Ferguson Electric:	$ 341,415.89	
4th			O'Connell Electric:	$ 365,304.30	
5th			LED Energy Solutions:	$ 403,924.76	

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29487 **RESOLUTION 2024-796** **ADOPTED**

National Grid Power Corporation Electric Service Proposal Royal Park Sports Complex Improvements - TOA Project No. 2019.055 CRS #5081

As the new fieldhouse building at the above facility requires the installation of a new electric service and power pole in order to provide electric power to the new building, we are requesting the Town Board to authorize the Supervisor to execute the attached Electric Service Proposal 30977270 at the above location in the amount of $85,110.58.

The funds for this proposed work are available from bond account KP2303.4972. May we have your approval for execution of the attached electrical service proposal? As this service installation is time-critical, this item is being requested pending successful completion of the contract review procedure. Thank you for considering this request.

10/1/2024
Consent

FINANCIAL IMPACT:

The funds for this proposed work are available from bond account KP2303.4972 - Supervisor to execute the attached Electric Service Proposal 30977270 at the above location in the amount of $85,110.58.

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

nationalgrid

September 23, 2024

Town of Amherst
5583 Main St Ste. 1
Williamsville, New York 14221
Attn: Dan Reilly

Re: Electric Service Proposal WR#30977270
187 Royal Pkwy West, Royal Field Amherst, NY 14221

Enclosed please find an Electric Service Proposal for installation 667 ft. of primary and secondary cable, poles, and anchors. Primary three phase line extension is to establish new service to 187 Royal Parkway West (Royal Field Sports Complex) Amherst, NY 14221.

Pursuant to PSC No. 220 Tariff Rule 21.4, there is a cost to you in the amount of $85,110.58

NOTE: *Sales tax has been excluded from this proposal.*

If this Proposal is acceptable, please sign and return this letter. Upon receipt of your acceptance, you will be billed under separate cover in the amount of $85,110.58. This estimate is valid for 90 days from the date of this letter.

This work will be scheduled upon receipt of this signed proposal, payment of invoice, and completion of all responsibilities as outlined in the attached proposal.

Pursuant to PSC No. 220, you are responsible for the actual costs of this project. Upon project completion, costs will be reconciled to the installed span footage whenever the installed span footage varies from the footage provided in the initial design by more than 10 feet. The Company will subsequently bill you if our costs run over the invoiced amount or refund the difference if costs run below the invoiced amount. You are responsible for all invoiced amounts.

Should you have any questions, please contact me at 716-831-7192.

Sincerely,

Bernice

Bernice Montague
Regional Account Services
National Grid
144 Kensington Avenue
Buffalo, NY 14214

Attachment: Agenda Docs - Nat Grid Service Install Prop - TB 10-1-24 (RES-2024-796 : National Grid Power Corporation Electric Service

September 23, 2024

Town of Amherst
5583 Main St. Ste 1
Williamsville, New York 14221
Attn: Dan Reilly

Re: Electric Service Proposal WR#30977270
187 Royal Pkwy West, Royal Field Amherst, NY 14221

I ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS PROPOSAL:

Print Name: _____

Title:
(if applicable) _____

Signature: _____

Date: _____

By signing this agreement, the signatory represents and warrants that he or she is duly authorized and has legal capacity to execute, deliver, and bind the party to this agreement.

Attachment: Agenda Docs - Nat Grid Service Install Prop - TB 10-1-24 (RES-2024-796 : National Grid Power Corporation Electric Service

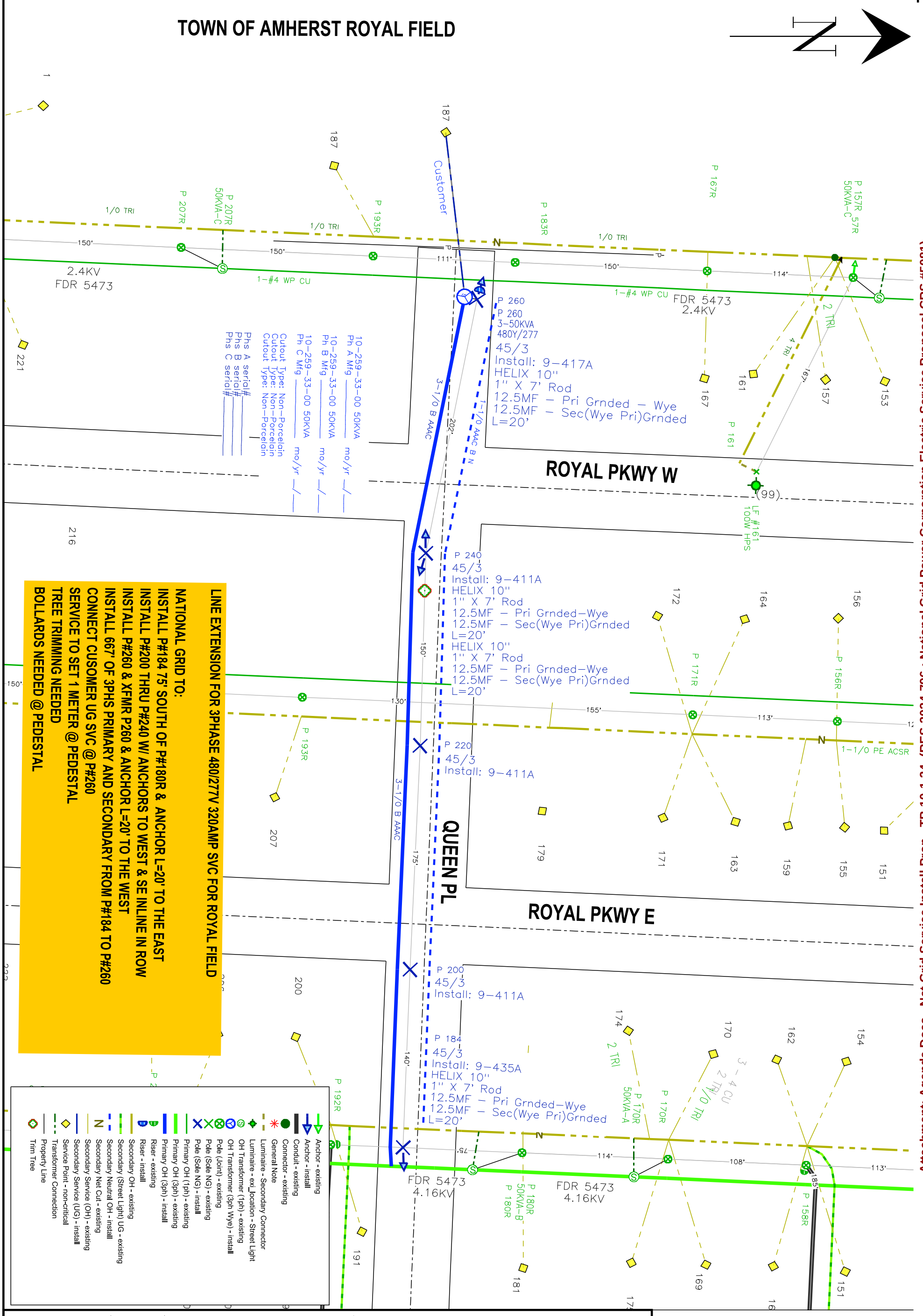
ELECTRIC SERVICE PROPOSAL WR#30977270

Town of Amherst
187 Royal Pkwy West, Royal Field
Amherst, NY 14221

Service Request:	30977270
Electrical Contractor:	
Customer's Contribution:	$85,110.58
Billing Party:	Town of Amherst
Customer's Responsibilities:	➢ Return signed Proposal cover letter, if accepted ➢ Provide all necessary right-of-way easements. ➢ Notify National Grid if any changes in the Billing Party occur. ➢ Payment in full, upon receipt of invoice ➢ Dig trench, sand and backfill to National Grid's specifications. ➢ Install bollards if applicable. ➢ Ensure drive able surface for access to transformer for maintenance and repairs if applicable. ➢ Contractor to follow all specs in 754/759 Bulletins
National Grid Responsibilities:	INSTALL P#184 75' SOUTH OF P#180R & ANCHOR L=20' TO THE EAST INSTALL P#200 THRU P#240 W/ ANCHORS TO WEST & SE INLINE IN ROW INSTALL P#260 & XFMR P260 & ANCHOR L=20' TO THE WEST INSTALL 667' OF 3PHS PRIMARY AND SECONDARY FROM P#184 TO P#260 CONNECT CUSOMER UG SVC @ P#260 SERVICE TO SET 1 METER @ PEDESTAL
Construction Lead Time:	Approximately 4-6 weeks will be necessary for construction. Upon receipt of payments, permits, right-of-way and the signed Agreement, this project will be added to National Grid's construction schedule. **Note: Payment must be made upon receipt of invoice. The correct mailing address for payments will be noted on the invoice you receive.**
Remarks:	This Proposal is based upon projected cost and rate schedule provisions in effect at the date of this proposal and will be withdrawn if not accepted within 90 days of the date of this Proposal. This proposal and all attached documentation are proprietary property of National Grid and can only be used for its intended purpose and shall not otherwise be disclosed.
Prepared By:	*Bernice Montague* Regional Account Service 716-831-7192

Attachment: Agenda Docs - Nat Grid Service Install Prop - TB 10-1-24 (RES-2024-796 : National Grid Power Corporation Electric Service

TOWN OF AMHERST ROYAL FIELD



LINE EXTENSION FOR 3PHASE 480/277V 320AMP SVC FOR ROYAL FIELD

NATIONAL GRID TO:
INSTALL P#184 75' SOUTH OF P#180R & ANCHOR L=20' TO THE EAST
INSTALL P#200 THRU P#240 W/ ANCHORS TO WEST & SE INLINE IN ROW
INSTALL P#260 & XFMR P260 & ANCHOR L=20' TO THE WEST
INSTALL 667' OF 3PHS PRIMARY AND SECONDARY FROM P#184 TO P#260
CONNECT CUSOMER UG SVC @ P#260
SERVICE TO SET 1 METER @ PEDESTAL
TREE TRIMMING NEEDED
BOLLARDS NEEDED @ PEDESTAL

NATIONAL GRID USA — 01-24-30977270

WORK REQUEST: 01-24-30977270	DESCRIPTION:	☐ BUILT AS DESIGNED	T.D/T.C. 5054
STORMS ORDER: 30977270 DATE: 09/18/2024	LINE EXTENSION FOR 3PHASE 480/277V 320AMP SVC FOR ROYAL FIELD	☐ AS BUILT CHANGES	FEEDER NO. 5473
DESIGNER: Strauss, Steven		PHONE NUMBER:	716-346-0826
JOB TITLE: ROYAL FIELD		DATE:	SHEET 1 OF 1
FOREMAN SIG:	EMP ID:	SUPV SIG:	

0 70 140 FT

☒ MAINLINE MAP/VOLTAGE CONVERSIONS UPDATE REQUIRED

Attachment: Agenda Docs - Nat Grid Service Install Prop - TB 10-1-24 (RES-2024-796 : National Grid Power Corporation Electric Service Proposal CRS #5081)

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 29441 **RESOLUTION 2024-797** **ADOPTED**

Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS #5067

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback on the Erie County Contract with American Rock Salt, LLC for road salt materials and sand, BID # 240165-004 for the period of 9/1/24 to 8/31/25 for 15,000 tons at $43.61 per ton plus/minus surcharge delivered.

NOW THEREFORE BE IT RESOLVED, that the Amherst Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #5067) and the approval of the Town Attorney.

10/1/2024
Consent

FINANCIAL IMPACT:

D5142 : 4350

TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 29457 **RESOLUTION 2024-798** **ADOPTED**

Authorize Supervisor to Sign Contract to Piggyback CHEMUNG SUPPLY CORP. CRS #5075

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback on the Erie County Contract CHEMUNG SUPPLY CORPORATION for Construction and Maintenance Materials, BID # 240045-004 for the period of 4/1/24 to 3/31/25 for incidental construction Section - Culvert, Storm Drains and Pipes under Section 603.

NOW THEREFORE BE IT RESOLVED, that the Amherst Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #5075) and the Town Attorney.

10/1/2024
Consent

FINANCIAL IMPACT:

TOWN WIDE

VARIOUS

TBD

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

AGREEMENT

Let this document stand as an Agreement between CHEMUNG SUPPLY CORPORATION
And the Town of Amherst permitting the Town of Amherst to participate in the purchase of :

COUNTY OF ERIE-CONSTRUCTION AND MAINTENANCE MATERIALS
BID REFERENCE # 240045-004
4/1/2024 through 3/31/2025

SECTION 603 - CULVERT AND STORM DRAINS
Pages 5, 6, 30-34, 38-41, 61

from CHEMUNG SUPPLY CORPORATION under Erie County Construction and Maintenance Specifications of BID REFERENCE #240045-004 for the period from 4/1/2024 TO 3/31/2025.

Agreed to and Accepted by:

CHEMUNG SUPPLY CORPORATION

By: _____
Signature

Marc P Stemerman
Print Name

President
Title

Date: 09/18/24

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: CHEMUNG SUPPLY (RES-2024-798 : Authorize Supervisor to Sign Contract to Piggyback CHEMUNG SUPPLY CORP. CRS # 5075)

Attachment: CHEMUNG SUPPLY (RES-2024-798 : Authorize Supervisor to Sign Contract to Piggyback CHEMUNG SUPPLY CORP. CRS # 5075)

Addendum to Contract Minor Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate

(c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: CHEMUNG SUPPLY (RES-2024-798 : Authorize Supervisor to Sign Contract to Piggyback CHEMUNG SUPPLY CORP. CRS # 5075)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

Chemung Supply Corp
Print Name of Company

By: _____
Signature

Marc P Stemerman
Printed name

Date: 09/18/24

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: CHEMUNG SUPPLY (RES-2024-798 : Authorize Supervisor to Sign Contract to Piggyback CHEMUNG SUPPLY CORP. CRS # 5075)

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under t Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities lis of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Th list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will n 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 seekin to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certif at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibite entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive informatio that a person is in violation of the above-referenced certification, the Town will offer the person a opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in th investment which is in violation of the Act within 90 days after the determination of such violation, the the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seekin 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: Chemung Supply Corp

Signature:

Print Name: Marc P Stemerman

Title: President

Date: 09/18/24

Sworn To Before Me This

18th Day of September, 2024

Notary Public

LISA A. GRAY
Notary Public, State of New York
Chemung County No. 01GR6382476
Commission Expires October 29, 2024

Attachment: CHEMUNG SUPPLY (RES-2024-798 : Authorize Supervisor to Sign Contract to Piggyback CHEMUNG SUPPLY CORP. CRS # 5075)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/18/2024

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 285 Delaware Avenue, Suite 4000 Buffalo NY 14202	CONTACT NAME: Client Service Team PHONE (A/C, No, Ext): 800-716-8314 FAX (A/C, No): 855-595-4605 E-MAIL ADDRESS: GGB.BU2.CL.Srv@ajg.com
INSURED CHEMSUP-01 Chemung Supply Corporation 2420 Corning Road Elmira NY 14903	INSURER(S) AFFORDING COVERAGE — NAIC INSURER A : National Fire Insurance Co of Hartford — 2047 INSURER B : Pennsylvania Manufacturers Indemnity Co — 4142 INSURER C : New Hampshire Insurance Company — 2384 INSURER D : Accident Fund Insurance Company of America — 1016 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1522263254 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	Y	Y	9969481	6/1/2024	6/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	5774666	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 10,000	Y		6024019205816	6/1/2024	6/1/2025	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC13265845	6/1/2024	6/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Excess Liability	Y	Y	GXL0000867 04	6/1/2024	6/1/2025	Each Occurence Aggregate	$4,000,000 $4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Following Forms Apply. Subject to Policy Terms and Conditions:
General Liability - Primary and Noncontributory - Other Insurance Condition, Form #CG 20 01 12 19
General Liability - Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization, Form #CG 20 10 12 19
General Liability - Additional Insured - Owners, Lessees or Contractors - Completed Operations, Form #CG 20 37 12 19
General Liability - Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver of Subrogation), Form #CG 24 04 12 19
Automobile Liability - Additional Insured - Where Required Under Contract or Agreement - New York, Form #94199 (3/07)
Automobile Liability - Insurance Primary As To Certain Additional Insureds, Form #74445 (10/99)
Automobile Liability - Waiver Of Transfer Of Rights Of Recovery Against Others To Us, Form #62897 (6/95)
See Attached...

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment: CHEMUNG SUPPLY (RES-2024-798 : Authorize Supervisor to Sign Contract to Piggyback CHEMUNG SUPPLY CORP. CRS # 5075)

AGENCY CUSTOMER ID: CHEMSUP-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J. Gallagher Risk Management Services, LLC	Chemung Supply Corporation 2420 Corning Road Elmira NY 14903
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Umbrella Liability - Other Insurance - Primary and Non-Contributory, Form #PCX 63 57 05 23
Excess Liability - Noncontributory - Other Insurance Condition, Form #XS-41888 (01/14)
Workers Compensation - Waiver Of Our Right To Recover From Others Endorsement, Form #WC 00 03 13 (Ed. 04/84)

Town of Amherst is an Additional Insured per the forms listed to the extent provided therein.

Attachment: CHEMUNG SUPPLY (RES-2024-798 : Authorize Supervisor to Sign Contract to Piggyback CHEMUNG SUPPLY CORP. CRS # 5075)

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Chemung Supply Corporation 2420 Corning Road Elmira, NY 14903 Elmira, NY 14903 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 607-773-5506 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 16-0380890
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221 Williamsville, NY 14221	3a. Name of Insurance Carrier New Hampshire Insurance Company 3b. Policy Number of Entity Listed in Box "1a" WC13265845 3c. Policy effective period 06/01/2024 to 06/01/2025 3d. The Proprietor, Partners or Executive Officers are [N] included. (Only check box if all partners/officers included) [Y] all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3 on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancele due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Arthur J. Gallagher Risk Management Services, LLC
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [signature] 9/18/2024
(Signature) (Date)

Title: Area President

Telephone Number of authorized representative or licensed agent of insurance carrier: 800-716-8314

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17)

www.wcb.ny.gov

Attachment: CHEMUNG SUPPLY (RES-2024-798 : Authorize Supervisor to Sign Contract to Piggyback CHEMUNG SUPPLY CORP. CRS # 5075)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
Chemung Supply Corporation **2420 Corning Rd** **Elmira, NY 14903**	**(607) 398-9020** 1c. Federal Employer Identification Number of Insured or Social Security Number **16-0380890**
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) **Town of Amherst** **5583 Main St** **Williamsville, NY 14221**	3a. Name of Insurance Carrier Sun Life and Health Insurance Company (U.S.) 3b. Policy Number of Entity Listed in Box "1a" **913614** 3c. Policy effective period **07/01/2024** to **06/30/2025**

4. Policy provides the following benefits:
   - [X] A. Both disability and paid family leave benefits.
   - [ ] B. Disability benefits only.
   - [ ] C. Paid family leave benefits only.

5. Policy covers:
   - [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
   - [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed **09/19/2024** By *Michel Robert*
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number **800-247-6875** Name and Title **Michel Robert Client Advocate – Small Market**

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)

Attachment: CHEMUNG SUPPLY (RES-2024-798 : Authorize Supervisor to Sign Contract to Piggyback CHEMUNG SUPPLY CORP. CRS # 5075)

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29473 **RESOLUTION 2024-799** **ADOPTED**

Recreation Attendant - PT/Youth & Recreation

Recreation Attendant - PT/Youth & Recreation, Effective October 2, 2024, Temporary, $16.00 ph, Step 1 for Gina Nasca.

10/1/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29474 **RESOLUTION 2024-800** **ADOPTED**

Recreation Attendant - PT/Youth & Recreation

Recreation Attendant - PT/Youth & Recreation, Effective October 2, 2024, Temporary, $15.50 ph, Step 1 for Vincent Signore.

10/1/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29475 **RESOLUTION 2024-801** **ADOPTED**

Recreation Attendant - PT/Youth & Recreation (2 Positions)

Recreation Attendant - PT/Youth & Recreation (2 Positions), Effective October 2, 2024, Temporary, $15.30 ph, Step 2 for Jonathan Lamb & Andrew Larock.

10/1/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29477 **RESOLUTION 2024-802** **ADOPTED**

Recreation Attendant - PT/Youth & Recreation (6 Positions)

Recreation Attendant - PT/Youth & Recreation (6 Positions), Effective October 2, 2024, Temporary, $15.00 ph, Step 1 for Katelyn Bechtel, Ashley Dougherty, Taylor Gibbs, Brooke Vitaris, Xander Wackenheim & Noah Young.

10/1/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29488 **RESOLUTION 2024-803** **ADOPTED**

Fire Inspector/Building Department

Please appoint a Fire Inspector to the Building Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective October 2, 2024, at an annual salary of $69,097, Grade 15, Step F for Daniel Hooper.

This is a lateral transfer with no change in grade or salary for an employee currently serving as Code Enforcement Officer.

10/1/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29489 **RESOLUTION 2024-804** **ADOPTED**

Leave of Absence Without Pay-Police Department

Please authorize a Leave of Absence Without Pay for Military Duty, to Matthew Holt, Police Officer in the Police Department. Effective October 18, 2024 through September 30, 2025.

10/1/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29490 **RESOLUTION 2024-805** **ADOPTED**

Laborer/Youth & Recreation

Please appoint a Laborer to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 15, 2024, at an hourly rate of $17.40, Step A for Corey Miller.

Contingent upon completing all pre-employment requirements.

Replacing an employee who resigned.

10/1/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 29461 **RESOLUTION 2024-806** **ADOPTED**

To Authorize the Supervisor to Sign an Agreement with Belmont Housing Resources for WNY, Inc. for Housing Counseling Services CRS #5076

WHEREAS, the Town has budgeted Community Development Block Grant funds for housing counseling services; and

WHEREAS, Belmont Housing Resources for WNY, Inc. has proven to be an excellent provider of comprehensive housing counseling services; including pre-purchase workshops and counseling, post-purchase workshops and counseling, mortgage default counseling, and rental assistance counseling; and

WHEREAS, Community Development staff recommends that the Town contract with Belmont Housing Resources for WNY, Inc. for the provision of said housing counseling services for the period of April 1, 2024 through March 31, 2025; now therefore, be it

RESOLVED, the Town Board of the Town of Amherst authorizes the Town Supervisor, subject to the satisfactory completion of the contract routing process, to enter into a contract with Belmont Housing Resources for WNY, Inc. attached hereto, and for an amount not to exceed $16,500.00 for the period of April 1, 2024 through March 31, 2025.

10/1/2024
Consent

FINANCIAL IMPACT:

The funds necessary to enter into a contract with Belmont Housing Resources for WNY, Inc. have been budgeted in the FY 2024 (N24-35 4000) CDBG budget. The resolution will, therefore, have no impact on the Town's current budget or tax rate.

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

Amherst

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

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

September 23, 2024

Agenda of October 1, 2024

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

Subject: Contract with Belmont Housing Resources for WNY, Inc. for housing counseling services

Honorable Board Members:

The Town has budgeted FY 2024 Community Development Block Grant (CDBG) funds for housing counseling services, including pre-purchase, mortgage default and renter counseling. These services are especially vital to the Town's first-time homebuyer program. Community Development staff recommends that the Town contract with Belmont Housing Resources (Belmont) for these services for 2024 be approved. Belmont has performed admirably in providing these services to Town residents under the past contracts.

Attached for your consideration is a resolution authorizing the Town Supervisor to enter into a contract with Belmont Housing Resources for the period April 1, 2024 through March 31, 2025. Adequate funds are available in the CDBG budget to cover the maximum $16,500.00 cost of the proposed contract.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

Attachment: tb-letter-belmont (RES-2024-806 : Contract with Belmont Housing Resources for WNY, Inc. CRS #5076)

AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 2024 between the TOWN OF AMHERST, a municipal corporation of the State of New York, with principal offices located at 5583 Main Street, Williamsville, New York 14221 (herein after referred to as the "Town"), and BELMONT HOUSING RESOURCES FOR WNY, INC. (formerly Belmont Shelter Corp.), a private, not-for-profit corporation incorporated under the laws of New York State, with its principal office for the transaction of business at 2393 Main Street, Buffalo, New York 14214 (hereinafter referred to as Belmont.).

WITNESSETH:

WHEREAS, the Town has received federal funding under the Housing and Community Development Act of 1974, as amended and one the purposes of said Act is to expand and improve the quality and quantity of community services, principally for persons of low and moderate income, which are essential for sound community development and for the development of viable urban communities; and

WHEREAS, the provision of comprehensive housing counseling services, especially mortgage default counseling, pre-purchase counseling, and information to low and moderate income residents of the Town of Amherst would constitute an expansion and improvement of the quantity and quality of community services and technical assistance consistent with the purposes of the Housing and Community Development Act of 1974 as amended; and

WHEREAS, Belmont has successfully provided a program of comprehensive housing counseling services for Erie County residents.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto, as follows:

1. (a) "Town" shall mean the Town of Amherst.
   (b) "Belmont" shall mean the Belmont Housing Resources for WNY, Inc.

2. The following exhibits are attached to this Agreement and made a part hereof:
   (a) Exhibit "A" -- Scope of Services and Reporting Requirements.
   (b) Exhibit "B" -- 2024 Income Guidelines and Stats Chart.

3. Belmont, for consideration herein provided, shall perform the services as described in Exhibit "A attached hereto and made a part hereof.

Attachment: signed_contract_9.20.24 (RES-2024-806 : Contract with Belmont Housing Resources for WNY, Inc. CRS #5076)

4. Belmont shall prior to execution of this Agreement provide to the Town certificates of insurance evidencing compliance with the provisions of the Addendum to Contract attached hereto and incorporated herein. Belmont agrees to defend, indemnify and hold-harmless the Town from and against all claims, liability and damages resulting from or arising out of performance by Belmont of the terms and conditions of this Agreement.

5. The Town agrees to pay Belmont not more than sixteen-thousand five hundred dollars **($16,500.00)** during the one-year period from April 1, 2024 through March 31, 2025 for the services it provides to Town residents.

6. Belmont shall submit to the Town quarterly payment vouchers and report forms, as described in Exhibit A. Said forms will be in a format acceptable to the Town with the first two requests for payment for the period covering April 1, 2024 through December 31, 2024 to be submitted no later than January 10, 2025 to be consistent with the Town's fiscal year. Upon review and approval of the aforementioned vouchers and report forms by the Town, the Town shall process and subsequently issue funds totaling the approved amount. The sum of all vouchers submitted to the Town by Belmont shall not exceed $16,500.00.

7. Belmont agrees that it shall keep and maintain separate books of account and records concerning all costs incurred in the performance of this Agreement, and that it shall have available for the federal government all Belmont's facilities, books and other financial and statistical data as they relate to the application, acceptance, and use of federal funds for this federally assisted program. The Town and Belmont agree to comply with the regulations, policies, guidelines and requirements of Office of Management and Budget Circulars A-102, and A-133 as they relate to the application, acceptance and use of federal funds for this federally assisted program.

8. Belmont agrees to comply with the general compliance requirements of 24 CFR Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except for responsibilities that fall under 24 CFR Part 570.604 and 24 CFR Part 52. The terms and conditions of this Agreement are to be carried out in a manner consistent with all other federal, state and local laws.

9. This Agreement shall be valid only to the extent of the funds made available to the Town pursuant to its program year application under Title I of the Housing Community Development Act of 1974, as Amended, for the purposes of the terms of this Agreement. Any and all payments due under this agreement shall be contingent upon the receipt by the Town of funds from the United States

Attachment: signed_contract_9.20.24 (RES-2024-806 : Contract with Belmont Housing Resources for WNY, Inc. CRS #5076)

Department of Housing and Urban Development in the amount stipulated in the 2024 Annual Action Plan as approved by the Amherst Town Board on February 5, 2024.

10. This Agreement or any right, title or interest herein shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the previous written consent of the Town.

11. This Agreement shall be in effect from April 1, 2024 through March 31, 2025. The Town may agree to extend this Agreement for an additional twelve month period.

12. Belmont shall be fully accountable for its performance under this contract and agrees for itself and its officers to answer under oath all questions relevant to the performance thereof and to any transaction and act of omission in connection therewith if called before any judicial, county, state or federal agency empowered to investigate the Agreement or its performance.

13. Consistent with Belmont's status as an independent contractor, the Town shall not be responsible for workers compensation benefits, social security coverage or unemployment insurance benefits with respect to Belmont or its employees.

14. **Termination**

(1) The Town reserves the right to terminate this Agreement at its pleasure at any time prior to completion of the Program by giving two (2) weeks written notice of termination to Belmont either personally or by certified mail. The Town further reserves the right to terminate this Agreement for cause in the event that Belmont shall be in default of this Agreement; or shall become insolvent or bankrupt or assign for the benefit of creditors or take advantage of any insolvency statute or debtor or creditor law; or if its property or affairs be put in the hands of a receiver.

(2) Belmont reserves the right to terminate this Agreement at its pleasure at any time prior to completion of this Agreement by giving two (2) weeks written notice of termination to the Town, either personally or by certified mail. Belmont further reserves the right to terminate this Agreement for cause in the event that the Town shall be in default of this Agreement; or shall become insolvent or bankrupt or assign for the benefit or creditors or take advantage of any insolvency statute or debtor or creditor law; or if its property or affairs be put in the hands of a receiver.

(3) The fee to be paid to Belmont upon such termination shall be based upon the value of the services performed by Belmont up to the effective date of termination.

Attachment: signed_contract_9.20.24 (RES-2024-806 : Contract with Belmont Housing Resources for WNY, Inc. CRS #5076)

15. Changes in the Project Description and Cost specified in Exhibit "A" may be requested by Belmont in writing, addressed to the Town's Planning Director for subsequent action.

16. Belmont agrees to comply with all applicable federal requirements and standards as pertains to audits of sub recipients of federal funds under the federal Community Development Block Grant Program.

17. **Nondiscrimination**

Belmont shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and 109 of Title I of the Housing and Community Development Act as amended of 1974, Section 505 of the Rehabilitation Act of 1973 (29 U.S.C. Section 974), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act (39 U.S.C. Chapter 42) and all regulations promulgated with respect thereto including the regulations under 24 CFR Part 1. No person in the United States shall on the ground of race, age, color, creed, religion, national origin, sex, disability, or because he or she is a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, activity, or service provided pursuant to this Agreement.

18. **Equal Employment Opportunity**

In carrying out this Agreement, Belmont shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or because he or she is a disabled veteran or veteran of the Vietnam era. Belmont shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, disability or because he or she is a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Belmont shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provision of this nondiscrimination clause. Belmont shall state that all qualified applicants will receive consideration for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. Belmont shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability or because he or she is a disabled veteran or veteran of the Vietnam era. Belmont shall incorporate the foregoing requirements of this paragraph in all of its contracts for work under

Attachment: signed_contract_9.20.24 (RES-2024-806 : Contract with Belmont Housing Resources for WNY, Inc. CRS #5076)

this Agreement, except contracts for construction work or modification thereof, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for work under this Agreement.

19. **"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.**

(a) The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 75. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) Compliance with the provisions of section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

20. **Obligations of Grantee with Respect to Certain Third Party Relationships.**

Belmont shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of this Agreement. Belmont shall, by contractual requirement, covenant, or other binding commitment assure the compliance on the part of any contractor, subcontract, transferee, successor in interest or other participant in the activities pursuant to this Agreement, with the lawful requirements of the Town of Amherst necessary to insure that activities pursuant to this Agreement are carried out in accordance with the Town of Amherst's assurances and certifications pursuant to the Community Development Block Grant Program, including those with respect to the assumption of environmental responsibilities of the Town of Amherst under section 104(h) of the Housing and Community Development Act of 1974.

21. **Interest of Certain Federal Officials.**

No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

Attachment: signed_contract_9.20.24 (RES-2024-806 : Contract with Belmont Housing Resources for WNY, Inc. CRS #5076)

22. **Interest of Members, Officers, or Employees of Grantee, Members of Local Governing Body, or Other Public Officials.**

No member, officer, or employee of Belmont or its designees or agents, no member of the governing body of the Town of Amherst and no other public official of the Town of Amherst who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. Belmont shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

23. **Prohibition Against Payments of Bonus or Commission.**

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining H.U.D. approval of the application for such assistance, or H.U.D. approval of applications for additional assistance, or any other approval or concurrence of H.U.D. required under this Agreement, Title I of the Housing and Community Development Act of 1974, as amended, or H.U.D. regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

24. **Nondiscrimination in Housing.**

Belmont shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and the H.U.D. regulations with respect thereto, and Executive Order 11063. Title VIII prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing of housing, block busting, and discriminatory advertising and makes it unlawful to deny any person access to, or membership and participation in, any multiple-listing service or real estate brokers' organization for discriminatory purposes.

25. **Hatch Act**

Belmont agrees that no funds provided, nor personnel employed under this Agreement, shall in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

26. **Conflict of Interest**

Belmont agrees to abide by the provisions of 24 CFR Part 84.42 and Part 570.611 in regards to conflicts of interest in conducting activities related to this Agreement.

27. **Funding Source Recognition**

Belmont shall insure recognition of the role of the Community Development Block Grant funding source in providing services through this agreement. All activities, publications and items created pursuant to this Agreement shall be labeled as to funding source.

Attachment: signed_contract_9.20.24 (RES-2024-806 : Contract with Belmont Housing Resources for WNY, Inc. CRS #5076)

28. **Lobbying & Religious Activities**

By signing this Agreement, Belmont certifies that no federal funds have been paid or will be paid, by or on behalf of it, to any person for lobbying activities including influencing or attempting to influence an officer or employee of any state, local or federal agency or elected office. In addition, Belmont agrees that funds provided under this agreement will not be utilized for inherently religious activities prohibited by 24 CFR Part 570.200(j), such as worship, religious instruction or proselytization.

29. **Compliance**

The obligation of Belmont to comply with the provisions of paragraph 17 through 28 of this Agreement shall inure to the benefits of the United States, H.U.D. and the Town of Amherst, any of which shall be entitled to invoke any remedies available by law to redress any breach thereof or to complete compliance therewith by Belmont.

Belmont shall, by contractual requirement, covenant, or other binding commitment assure the compliance with the above provision of the provisions of paragraph 17 through 28 of this Agreement on the part of any contractor, subcontractor, transferee, successor in interest or other participant in any activities pursuant to this Agreement.

Attachment: signed_contract_9.20.24 (RES-2024-806 : Contract with Belmont Housing Resources for WNY, Inc. CRS #5076)

BELMONT HOUSING RESOURCES, INC. 2024 CONTRACT

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

BELMONT HOUSING RESOURCES FOR WNY, INC.

By: Joyelle Tedeshi
Joyelle Tedeshi, VP Housing Programs

PRIVATE CORPORATION ACKNOWLEDGMENT

STATE OF NEW YORK)
TOWN OF AMHERST) ss:
COUNTY OF ERIE)

On the 13th day of September, in the year Two Thousand Twenty-Four, before me, the undersigned, personally appeared Joyelle Tedeshi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

KELLY K. HOUSEMAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HO4981818
Qualified In Erie County
My Commission Expires 05-20-2027

Kelly K Houseman
NOTARY PUBLIC

MUNICIPAL CORPORATION ACKNOWLEDGMENT

STATE OF NEW YORK)
TOWN OF AMHERST) ss:
COUNTY OF ERIE)

On the_____day of_____, in the year Two Thousand Twenty-Four, before me, the undersigned, personally appeared Brian J. Kulpa, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

Attachment: signed_contract_9.20.24 (RES-2024-806 : Contract with Belmont Housing Resources for WNY, Inc. CRS #5076)

EXHIBIT "A"

SCOPE OF SERVICES AND REPORTING REQUIREMENTS

SCOPE OF SERVICES:

Belmont shall perform the following professional services:

RENTER ASSISTANCE COUNSELING will be provided to low and moderate income residents of the Town to help them find decent affordable housing, to provide assistance in resolving landlord-tenant disputes, to provide information on the rights and responsibilities of tenants and landlords, and to provide, when appropriate, referrals to and follow-up contacts with agencies or organizations able to assist in the resolution of client problems.

DELINQUENCY AND DEFAULT COUNSELING will be offered to assist homeowners facing default on home-secured loans or mortgages by seeking to develop feasible repayment schedules acceptable to the bank or by developing other alternatives.

PREPURCHASE COUNSELING will be offered, upon referral by HUD, to residents whose FHA mortgage insurance has been rejected. Other referrals will be made by banks and the many social service organizations which cooperate with Belmont. A Belmont counselor will advise the client on home ownership responsibilities, budgeting of funds and the use of credit, according to the client's needs.

HOUSING REHABILITATION COUNSELING will be available to Town residents upon referral by the Town's Community Development staff. Belmont counselor will do a thorough income analysis, reviewing the client's monthly financial outlays and income in order to determine ability to afford the additional monthly payment of a rehabilitation loan. Belmont will provide Town staff with a copy of its income analysis and assessment of the client's ability to afford an additional monthly payment.

Belmont staff will be available in the Town Hall upon request. Counseling will take place on an individual basis and in the form of workshops requested by the Town. Additional counseling hours may be provided at either Town Hall or Harlem Road Community Center or Belmont Housing Resources for WNY, Inc. office or one of the satellite offices Belmont has provided under other counseling contracts. All services will be provided between April 1, 2024 and March 31, 2025.

All Individual counseling on any of the topics outlined in this section includes any individual at the Town who does not attend one of the Town's scheduled Workshops. It is based on an average of 4 hours per client and at a rate of $25.00 for housing counselor's salary/benefits, plus an additional $10.00 for materials (handbooks, etc.)

Attachment: signed_contract_9.20.24 (RES-2024-806 : Contract with Belmont Housing Resources for WNY, Inc. CRS #5076)

EXHIBIT "A" CONTINUED

SCOPE OF SERVICES AND REPORTING REQUIREMENTS

This cost includes:

Staff time of Marketing Manager: developing and distributing marketing material and press releases.
Cost of supplies, workbooks, materials, and copies for the workshop using an average of 15 clients per workshop @ $10.00 per client.

Staff time of counselors: Coordinating guest speakers, developing, gathering, and copying presentation material and hand-outs, drive time, as well as the presentation hours of the workshop.

Mileage reimbursement to staff.

Advertisements:

If the Town wishes to place ads in the local Amherst Bee or other newspaper for any workshop, the Town will reimburse Belmont for the cost, which will be included in the quarterly invoice. The cost of advertisements currently in the *Amherst Bee* are as follows:

2 column x 3 inch: $201.90
2 columns x 4 inch: $269.20
2 columns x 6 inch: $403.80

The Town may also require quarterly advertisements be placed which advertise the Town's Housing Counseling Services and referral service. The Town will reimburse Belmont for the cost of the advertisements in the quarterly invoices.

REPORT AND VERIFICATION SYSTEM:

1. Belmont will provide the following information to the Town on a quarterly basis:

   Belmont quarterly statistical report showing levels of counseling assistance provided to Amherst residents/potential residents by sex, race, ethnicity, (e.g., Hispanic) and household income % AMI and type of assistance requested, (e.g., mortgage default) for the quarter. Belmont will provide a simple count for units of renter assistance during the period.

   Belmont will not be required to submit any other information than that described in this Section 1 in order to verify delivery of the services described above in this Exhibit "A".

2. The Town may designate a Town Monitor to review Belmont's case files of Town residents on an annual basis. The person acting as monitor for the Town shall be associated with the Town's Community Development Program, namely, one of the following:

   a. Principal Planner
   b. Community Development Specialist

3. The reviews of case files by the Town Monitor will take place at the main office of Belmont, 2393, Main Street, Buffalo, New York 14214. No case file information or copies of case file information will be removed from that office.

Attachment: signed_contract_9.20.24 (RES-2024-806 : Contract with Belmont Housing Resources for WNY, Inc. CRS #5076)

EXHIBIT "A" CONTINUED

PROGRAM BUDGET

4. The Town Monitor described in Section 2 above shall be responsible for the confidentiality of any client information obtained by review of Belmont's files.

5. The person(s) to whom the Town Monitor reports shall likewise be responsible for the confidentiality of any client information obtained by the Town Monitor's review of the Belmont files.

Housing Counselor: 20 hours/month In Town, Belmont Housing Resources for WNY Office or other determined location

Individual counseling includes but is not limited to pre-purchase, reverse mortgage, predatory lending, foreclosure prevention, rental, post purchase/home maintenance, and financial management including credit, debt and budget counseling.

Estimated people counseled: 55 @ $120.00

Workshops (20): Includes preparation, travel, class time and materials

Group presentations on topics such as:
2 Part or Stand Alone

- Financial Literacy:
  Budgeting, Debt and Credit, Saving, Banking, Predatory Lending etc. $400
- Pre-Purchase; preparing people to buy their first home $400

(Two-part Series Homebuyer Education Certification Class) **Total: $800**

- Post-Purchase; teaching new homeowners, in particular, how to maintain their home, budget/save for future repairs/improvement, etc.
- Rental; "Get the Edge – The Renters' Edge"
- Predatory Lending / Foreclosure Prevention Strategies $400

Outreach and Publicity: not to exceed
Develop and distribute posters, press releases, advertisements, mailings, flyers.

Total **$16,500**

Attachment: signed_contract_9.20.24 (RES-2024-806 : Contract with Belmont Housing Resources for WNY, Inc. CRS #5076)

FY 2024 INCOME GUIDELINES & STATS CHART

Verification of household income must be supplied. To qualify, you must be under 80% of the FY 2024 median income guidelines below:

Annual Household Income – FY 2024

(Effective June 1, 2024)

Household Size	Median Income	80% AMI	50% AMI	30% AMI
1	$ 67,900	**$ 54,250**	$ 33,950	$20,350
2	$ 77,600	**$ 62,000**	$ 38,800	$23,250
3	$ 87,300	**$ 69,750**	$ 43,650	$26,150
4	$ 96,900	**$ 77,500**	$ 48,450	$29,050
5	$104,700	**$ 83,700**	$ 52,350	$31,400
6	$112,500	**$ 89,900**	$ 56,250	$33,700
7	$120,200	**$ 96,100**	$ 60,100	$36,050
8	$128,000	**$ 102,300**	$ 64,000	$38,350

HOUSEHOLD CHARACTERISTICS: Complete one line for each household assisted. One code only in each block.

# MEMBERS ASSISTED IN HOUSEHOLD	% HOUSEHOLD INCOME	RACE OF HEAD OF HOUSEHOLD *	HISPANIC Y/N	FEMALE HEAD OF HOUSEHOLD Y/N

***Race of Household**
11-Caucasian
12-African American
13-Asian
14-American Indian or Alaskan Native
15-Native Hawaiian or other Pacific Islander
16-American Indian/Alaska Native & White
17-Asian & Caucasian
18-African American & Caucasian
19-American Indian or Alaskan Native & African American
20-Other Multi-Racial

Attachment: signed_contract_9.20.24 (RES-2024-806 : Contract with Belmont Housing Resources for WNY, Inc. CRS #5076)

Consultant Minor Exposure Addendum to Contract

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Consultants or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Consultant shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Consultant its officers, agents, sub-Consultants, and/or employees as well as the negligence, active or passive, of the Consultant, its officers, agents, sub-Consultants, and/or employees.

4. Consultant shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Consultant shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Consultant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Consultant shall furnish the above insurances, including sub-Consultants' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Consultant or sub-sub Consultant shall name the Town as an additional insured on a primary and non-contributory basis.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

Attachment: signed_contract_9.20.24 (RES-2024-806 : Contract with Belmont Housing Resources for WNY, Inc. CRS #5076)

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Consultant shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.

(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.

(c) Affirmative action as required by the Labor Law.

(d) Prevention of dust hazard required by Labor Law Section 222-a.

(e) Preference in employment of persons required by Labor Law Section 222.

(f) Eight-hour workday as required by Labor Law Section 220(2).

(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.

(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Consultant, in accordance with its status as an independent Consultant, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

Attachment: signed_contract_9.20.24 (RES-2024-806 : Contract with Belmont Housing Resources for WNY, Inc. CRS #5076)

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:	Agreed to and Accepted by:
Belmont Housing Resources for WNY, Inc Print Name of Company	Town of Amherst
By: Joyelle Tedeschi Signature	By: _____ Brian J. Kulpa, Supervisor
Joyelle Tedeschi, Vice President Housing Programs Printed name	Brian J. Kulpa, Supervisor Printed name
Date: 9/13/24	Date: _____

Attachment: signed_contract_9.20.24 (RES-2024-806 : Contract with Belmont Housing Resources for WNY, Inc. CRS #5076)

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: Belmont Housing Resources for WNY, Inc.

Signature: Joyelle Tedeschi

Print Name: Joyelle Tedeschi

Title: Vice President of Housing Programs

Date: 9/13/2024

KELLY K. HOUSEMAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HO4981818
Qualified in Erie County
My Commission Expires 05-20-2027

Sworn To Before Me This
13th Day of September, 2024
Kelly K Houseman
Notary Public

Revised 4.2017

Attachment: signed_contract_9.20.24 (RES-2024-806 : Contract with Belmont Housing Resources for WNY, Inc. CRS #5076)

BELMHOU-01 LBROSIUS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/13/2024

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

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

PRODUCER Sentz Carlson Agency, Inc. 84 Sweeney Street North Tonawanda, NY 14120	CONTACT NAME: PHONE (A/C, No, Ext): (716) 695-2400 FAX (A/C, No): (716) 695-3969 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Company	
INSURER B : Hartford Fire Insurance Company	19682
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Belmont Housing Resources for WNY Inc
2393 Main Street
Buffalo, NY 14214

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	X		PHPK2683544	5/15/2024	5/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PROF LIABILITY	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			PHPK2683544	5/15/2024	5/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			PHUB910615	5/15/2024	5/15/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Crime			01TP0321233-24	3/20/2024	3/20/2025	Deductible $10,000	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Town of Amherst is included as additional insured on a primary and non-contributory basis.

CERTIFICATE HOLDER

Town of Amherst
5583 Main St
Williamsville, NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment: signed_contract_9.20.24 (RES-2024-806 : Contract with Belmont Housing Resources for WNY, Inc. CRS #5076)

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

^^^^^^ 161080227
SENTZ CARLSON AGENCY INC
C/O NORTHWOODS CORP
8810 MAIN ST
WILLIAMSVILLE NY 14221

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
BELMONT HOUSING RESOURCES FOR WNY INC 2393 MAIN STREET BUFFALO NY 14214	TOWN OF AMHERST 5583 MAIN ST WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
B1315 760-7	212505	03/07/2024 TO 03/07/2025	9/13/2024

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1315 760-7, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 208418215

U-26.3

Attachment: signed_contract_9.20.24 (RES-2024-806 : Contract with Belmont Housing Resources for WNY, Inc. CRS #5076)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) BELMONT HOUSING RESOURCES FOR WNY 2393 MAIN STREET BUFFALO, NY 14214 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*	1b. Business Telephone Number of Insured 716-884-7791, EXT 164 1c. Federal Employer Identification Number of Insured or Social Security Number 161080227
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE, NY 14221	3a. Name of Insurance Carrier **The Guardian Life Insurance Company of America** 3b. Policy Number of Entity Listed in Box 1a 00939521-0000 3c. Policy Effective Period 01/01/2024 to 01/01/2025

4. Policy provides the following benefits:
   - [x] A. Both disability and Paid Family Leave benefits.
   - [ ] B. Disability benefits only.
   - [ ] C. Paid Family Leave benefits only.

5. Policy covers:
   - [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
   - [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 01/08/2024 By MoPr
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 1-888-278-4542 Name and Title Michael Prestileo, Head of Group Benefits Strategy, Product & Underwriting

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (12-21)

DB-120.1 (12-21)

Attachment: signed_contract_9.20.24 (RES-2024-806 : Contract with Belmont Housing Resources for WNY, Inc. CRS #5076)

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 29462 **RESOLUTION 2024-807** **ADOPTED**

To Authorize the Supervisor to Execute an Agreement with the Buffalo Urban League for the Provision of Predatory Lending Counseling Services CRS #5078

WHEREAS, the Town, as a recipient of Community Development Block Grant (CDBG) funds, agrees to affirmatively promote fair housing, and

WHEREAS, the Community Development program's required analysis of impediments to fair housing has identified predatory lending practices by sub-prime lenders as a major impediment to fair housing, and

WHEREAS, in the current economy, mortgage default and imminent threat of foreclosure has many low income residents in danger of losing their homes, and;

WHEREAS, the Town has budgeted FY 2024 CDBG funds for the provision of predatory lending and foreclosure prevention counseling and legal services, and

WHEREAS, the Buffalo Urban League has provided comprehensive predatory lending counseling and legal services in the Town in prior years, and

WHEREAS, the Community Development staff recommends that the Town renew its contract with the Buffalo Urban League based on the Buffalo Urban League's excellent provision of services, and

WHEREAS, the Buffalo Urban League has submitted a satisfactory project budget and scope of services which provides for a total fee of $8,000; now therefore, be it

RESOLVED, that the Town Board hereby authorizes the Town Supervisor, subject to the satisfactory completion of the contract routing process, to enter into an agreement with the Buffalo Urban League for the provision of predatory lending, housing counseling, and foreclosure prevention services for the period April 1, 2024 through March 31, 2025 at a contracted amount not to exceed $8,000.

10/1/2024
Consent

FINANCIAL IMPACT:

The funds necessary to contract for services with Buffalo Urban League have been budgeted in the FY 2024 (N24-36 4000) CDBG budget. The resolution will, therefore, have no impact on the Town's current budget or tax rate.

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

Amherst

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

Brian J. Kulpa, Su sor
Daniel C. Howard, P
Planning Direc
Daniel J. Ulatowsk P
Assistant Planning l or

September 23, 2024

Agenda of October 1, 2024

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

Subject: Contract with Buffalo Urban League

Honorable Board Members:

The Town has budgeted FY 2024 Community Development Block Grant (CDBG) funds for funding for predatory lending housing counseling and legal services to further fair housing. The Buffalo Urban League, through its Foreclosure Prevention program, has been the primary provider of such services in Erie County. These services are provided free of charge to income eligible residents of Amherst.

A contract is proposed that provides for quarterly payments to the Buffalo Urban League for a maximum of $8,000 during the contract year to be paid with Community Development funds. The agency has performed satisfactorily under past contracts.

Attached for your consideration is a resolution authorizing the Town Supervisor to enter into a new contract with the Buffalo Urban League for the provision of counseling and legal advice to town residents of questionable lending practices for the period April 1, 2024 through March 31, 2025.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

X:\Community Development\New Structure\CONTRACTS and SUBRECIPIENTS\Buffalo Urban League\FY2024\BUL_TB_letter_10.1.24.docx

Attachment: tb-bul-09242024091012 (RES-2024-807 : Contract with the Buffalo Urban League CRS #5078)

A G R E E M E N T

THIS AGREEMENT, effective the _____ day of _____, 2024 between the TOWN OF AMHERST, a municipal corporation of the State of New York, with principal offices located at 5583 Main Street, Williamsville, New York, 14221, (hereinafter referred to as the "Town") and the BUFFALO URBAN LEAGUE, INC., hereinafter referred to as B.U.L., a private not-for-profit corporation incorporated under the laws of New York State, with its principal office for the transaction of business located at 15 Genesee, Buffalo, New York 14203.

WHEREAS, the Town, as a recipient of federal funding under the Housing and Community Development Act of 1974, as amended, (hereinafter referred to as the "Act"), certifies that it will affirmatively assist low income, at-risk homeowners avoid predatory lending practices; and

WHEREAS, B.U.L. provides comprehensive foreclosure prevention services and manages a multi-faceted anti-predatory lending project;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto, as follows:

1. (a) "Town" shall mean the Town of Amherst
   (b) "B.U.L." shall mean the Buffalo Urban League, Inc.

2. The following exhibits are attached to this Agreement and made a part hereof:
   (a) Exhibit "A" -Scope of Services
   (b) Exhibit "B" - 2024 Income Guidelines and Stats Chart

3. B.U.L., for consideration herein provided, shall perform the services as described in Exhibit "A" attached hereto and made a part hereof.

4. B.U.L. shall, prior to execution of this Agreement, provide to the Town certificates of insurance evidencing compliance with the provisions of Exhibit "B" attached hereto and

Attachment: BUL_contract_2024 (RES-2024-807 : Contract with the Buffalo Urban League CRS #5078)

incorporated herein. B.U.L. agrees to defend, indemnify and hold-harmless the Town from and against all claims, liability and damages resulting from or arising out of performance by B.U.L. of the terms and conditions of this Agreement.

5. The Town agrees to pay B.U.L. not more than eight thousand dollars ($8,000.00) during the one-year period from April 1, 2024 through March 31, 2025 for the services it provides to Town residents.

6. B.U.L. shall submit to the Town quarterly payment vouchers and report forms, as described in Exhibit A. Said forms will be in a format acceptable to the Town with the first two requests for payment for the period covering April 1, 2024 through December 31, 2024 to be submitted no later than January 10, 2025 to be consistent with the Town's fiscal year. Upon review and approval of the aforementioned vouchers and report forms by the Town, the Town shall process and subsequently issue funds totaling the approved amount. The sum of all vouchers submitted to the Town by B.U.L. shall not exceed $8,000.00.

7. B.U.L. agrees that it shall keep and maintain accounts and records concerning all costs incurred in the performance of this Agreement, and that it shall have available for audit and inspection by the Town or by authorized representatives of the federal government, all B.U.L. facilities, books and other financial and statistical data as they relate to this Agreement. The Town and B.U.L. agree to comply with the regulations, policies, and guidelines and requirements of the federal Office of Management and Budget, as they relate to the application, acceptance and use of federal funds for this federally assisted program.

8. B.U.L. agrees to comply with the general compliance requirements of 24 CFR Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except for responsibilities that fall under 24 CFR Part 570.604 and 24 CFR Part 52. The terms and conditions of this Agreement are to be carried out in a manner consistent with all other federal, state and local laws.

Attachment: BUL_contract_2024 (RES-2024-807 : Contract with the Buffalo Urban League CRS #5078)

9. This Agreement shall be valid only to the extent of federal funds made available to the Town for the Community Development program year under Title I of the Housing and Community Development Act of 1974, as amended. Any and all payments due under this agreement shall be contingent upon the receipt by the Town of funds from the United States Department of Housing and Urban Development in the amount stipulated in the 2024 Annual Action Plan as approved by the Amherst Town Board on February 5, 2024.

10. This Agreement or any right, title or interest herein shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the previous written consent of the Town.

11. This Agreement shall be considered in effect from April 1, 2024 through March 31, 2025. The Town may agree to extend this Agreement for an additional twelve month period.

12. B.U.L. shall be fully accountable for its performance under this contract and agrees for itself and its officers to answer under oath all questions relevant to the performance thereof and to any transaction and act of omission in connection therewith if called before any judicial, county, state or federal agency empowered to investigate the Agreement or its performance.

13. Consistent with B.U.L.'s status as an independent contractor, the Town shall not be responsible for workers compensation benefits, social security coverage or unemployment insurance benefits with respect to B.U.L. or its employees.

14. **Termination**

(1) The Town reserves the right to terminate this Agreement at its pleasure at any time prior to completion of the Program by giving two (2) weeks written notice of termination to B.U.L., either personally or by certified mail. The Town further reserves the right to terminate this Agreement for cause in the event that B.U.L. shall be in default of this Agreement; or shall become insolvent or bankrupt or assign for the benefit of creditors or take advantage of any insolvency statute or debtor or creditor law; or if its property or affairs be put in the hands of a receiver.

(2) The B.U.L. reserves the right to terminate this Agreement at its pleasure at any time prior to completion of this Agreement by giving two (2) weeks written notice of termination to

Attachment: BUL_contract_2024 (RES-2024-807 : Contract with the Buffalo Urban League CRS #5078)

the Town, either personally or by certified mail. The B.U.L. further reserves the right to terminate this Agreement for cause in the event that the Town shall be in default of this Agreement; or shall become insolvent or bankrupt or assign for the benefit or creditors or take advantage of any insolvency statute or debtor or creditor law; or if its property or affairs be put in the hands of a receiver.

(3) The fee to be paid to B.U.L. upon such termination shall be based upon the value of the services performed by B.U.L up to the effective date of termination.

15. Changes in the Project Description and Cost specified in Exhibit "A" may be requested by B.U.L. in writing, addressed to the Town's Planning Director for subsequent action.

16. B.U.L. agrees to comply with all applicable federal requirements and standards as pertains to audits of subrecipients of federal funds under the federal Community Development Block Grant Program.

17. **Nondiscrimination.**

B.U.L. shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 974), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act (39 U.S.C. Chapter 42) and all regulations promulgated with respect thereto including the regulations under 24 CFR Part 1. No person in the United States shall on the ground of race, age, color, creed, religion, national origin, sex, disability, or because he or she is a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, activity, or service provided pursuant to this Agreement.

18. **Equal Employment Opportunity.**

In carrying out this Agreement, B.U.L. shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or because he or she is a disabled veteran or veteran of the Vietnam era. B.U.L. shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, disability or

Attachment: BUL_contract_2024 (RES-2024-807 : Contract with the Buffalo Urban League CRS #5078)

because he or she is a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. B.U.L. shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provision of this nondiscrimination clause. B.U.L. shall state that all qualified applicants will receive consideration for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. B.U.L. shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability or because he or she is a disabled veteran or veteran of the Vietnam era. B.U.L. shall incorporate the foregoing requirements of this paragraph in all of its contracts for work under this Agreement, except contracts for construction work or modification thereof, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for work under this Agreement.

19. "**Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.**

(a) The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 75. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) Compliance with the provisions of section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75 (e).

20. **Obligations of Grantee with Respect to Certain Third Party Relationships.**

B.U.L. shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of this Agreement.

Attachment: BUL_contract_2024 (RES-2024-807 : Contract with the Buffalo Urban League CRS #5078)

B.U.L. shall, by contractual requirement, covenant, or other binding commitment assure the compliance on the part of any contractor, subcontract, transferee, successor in interest or other participant in the activities pursuant to this Agreement, with the lawful requirements of the Town of Amherst necessary to insure that activities pursuant to this Agreement are carried out in accordance with the Town of Amherst's assurances and certifications pursuant to the Community Development Block Grant Program, including those with respect to the assumption of environmental responsibilities of the Town of Amherst under section 104(h) of the Housing and Community Development Act of 1974.

21. **Interest of Certain Federal Officials.**

No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

22. **Interest of Members, Officers, or Employees of Grantee, Members of Local Governing Body, or Other Public Officials.**

No member, officer, or employee of the B.U.L. or its designees or agents, no member of the governing body of the Town of Amherst and no other public official of the Town of Amherst who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. The B.U.L. shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

23. **Prohibition Against Payments of Bonus or Commission.**

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining H.U.D. approval of the application for such assistance, or H.U.D. approval of applications for additional assistance, or any other approval or concurrence of H.U.D. required under this Agreement, Title I of the Housing and Community Development Act of 1974, as amended, or H.U.D. regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

24. **Nondiscrimination in Housing.**

Attachment: BUL_contract_2024 (RES-2024-807 : Contract with the Buffalo Urban League CRS #5078)

The B.U.L. shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and the H.U.D. regulations with respect thereto, and Executive Order 11063. Title VIII prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing of housing, block busting, and discriminatory advertising and makes it unlawful to deny any person access to, or membership and participation in, any multiple-listing service or real estate brokers' organization for discriminatory purposes.

25. **Hatch Act**

The B.U.L. agrees that no funds provided, nor personnel employed under this Agreement, shall in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

26. **Conflict of Interest**

The B.U.L. agrees to abide by the provisions of 24 CFR Part 84.42 and Part 570.611 in regards to conflicts of interest in conducting activities related to this Agreement.

27. **Funding Source Recognition**

The B.U.L. shall insure recognition of the role of the Community Development Block Grant funding source in providing services through this agreement. All activities, publications and items created pursuant to this Agreement shall be labeled as to funding source.

28. **Lobbying & Religious Activities**

By signing this Agreement, the B.U.L. certifies that no federal funds have been paid or will be paid, by or on behalf of it, to any person for lobbying activities including influencing or attempting to influence an officer or employee of any state, local or federal agency or elected office. In addition, the B.U.L. agrees that funds provided under this agreement will not be utilized for inherently religious activities prohibited by 24 CFR Part 570.200(j), such as worship, religious instruction or proselytization.

29. **Compliance.**

The obligation of the B.U.L. to comply with the provisions of paragraph 17 through paragraph 28 of this Agreement shall inure to the benefits of the United States, H.U.D. and the

Attachment: BUL_contract_2024 (RES-2024-807 : Contract with the Buffalo Urban League CRS #5078)

Town of Amherst, any of which shall be entitled to invoke any remedies available by law to redress any breach thereof or to complete compliance therewith by the B.U.L.

The B.U.L. shall, by contractual requirement, covenant, or other binding commitment assure the compliance with the above provision of the provisions of paragraph 17 through paragraph 28 of this Agreement on the part of any contractor, subcontractor, transferee, successor in interest or other participant in any activities pursuant to this Agreement.

Attachment: BUL_contract_2024 (RES-2024-807 : Contract with the Buffalo Urban League CRS #5078)

THE BUFFALO URBAN LEAGUE, INC. 2024 CONTRACT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers all as of the date and year first above written.

TOWN OF AMHERST

By:_____

Brian J. Kulpa, Supervisor

THE BUFFALO URBAN LEAGUE

By:_____

Thomas Beauford, Jr, President/C.E.O.

PRIVATE CORPORATION ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF ERIE) ss.

On the_____day of_____, in the year Two Thousand Twenty-Four, before me, the undersigned, personally appeared Thomas Beauford, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

_____
Notary Public

MUNICIPAL ACKNOWLEDGEMENT

S TATE OF NEW YORK)
COUNTY OF ERIE) ss.

On the_____day of _____, in the year Two Thousand Twenty-Four, before me, the undersigned, personally appeared Brian J. Kulpa, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

EXHIBIT "A"

SCOPE OF SERVICES & REPORTING REQUIREMENTS

Attachment: BUL_contract_2024 (RES-2024-807 : Contract with the Buffalo Urban League CRS #5078)

The B.U.L. will provide comprehensive services for victims of predatory lending, mortgage scams or imminent foreclosure living within the Town of Amherst as well as others who may encounter predatory lending while seeking housing in the Town. These services will include:

1) Foreclosure prevention housing counseling services which will include:
   - ♦ One-on-one counseling session(s) with any homeowner in danger of losing his or her home to a foreclosure because of predatory lending activity;
   - ♦ Contacting a homeowner's lender to arrange for a forbearance plan, deed-in-lieu of foreclosure, reverse mortgage, re-negotiation of the loan terms, or other means to prevent foreclosure; and
   - ♦ Budget counseling.

2) Foreclosure prevention legal assistance services, through the B.U.L. partner legal agencies, which will include:
   - ♦ Legally defending a foreclosure action that is the result of predatory lending activities;
   - ♦ Where appropriate, initiating litigation when there is evidence of illegal predatory lending terms or activities;
   - ♦ Negotiating loan terms with lenders to make unaffordable "predatory" or high-cost loans affordable to borrowers.

3) The B.U.L. will conduct up to three presentations, at the Town's request, on avoiding predatory lending to any Town groups.

4) The B.U.L. will provide foreclosure prevention and anti-predatory lending informational brochures and posters to the Town for distribution.

5) The B.U.L. may, upon request, provide one training session for appropriate Town personnel in anti-predatory lending housing laws.

6) The Town will be mentioned as a sponsor of the B.U.L. anti-predatory lending / foreclosure project on all project brochures, posters, and educational documents and recognized by the B.U.L. as a sponsor in any other way the Town wishes.

7) The B.U.L. will provide quarterly statistical reports to the Town's Planning Department documenting the number of calls to the B.U.L. for assistance from Town of Amherst residents. The identity of the callers will be confidential and not disclosed to the Town. All report documents shall be submitted to the Amherst Planning Department, attention: Susan Fitzpatrick, Community Development Program. The report should include:
   - Address of the property;
   - Alternate identifier of assisted households;
   - The income category (i.e., extremely low-income (0% to 30% of MFI), low income (31% to 50% of MFI), moderate income (51% to 80% of MFI) or above 80%;
   - The head of the household's racial/ethnic group identification.

Attachment: BUL_contract_2024 (RES-2024-807 : Contract with the Buffalo Urban League CRS #5078)

All funds paid by the Town shall be used by the B.U.L. in a manner consistent with the budget described in Exhibit "A" attached hereto and incorporated herein.

Attachment: BUL_contract_2024 (RES-2024-807 : Contract with the Buffalo Urban League CRS #5078)

EXHIBIT "A" CONTINUED
BUDGET

BUFFALO URBAN LEAGUE, INC.
TOWN OF AMHERST
BUDGET
4/1/2024 - 3/31/2025

REVENUE	$8,000.00
SALARY	
Project Manager/Housing Counselor	
FRINGE BENEFITS	
FICA Expense	
NYS Unemployment	
Life Ins/ADD, LT Disb, ST Disb	
Medical Insurance	
P&A Administrative Fees	
Workers Compensation	
TOTAL FRINGE BENEFITS	
TOTAL PERSONNEL	
OTP's	
Payroll Processing Fees	
Supplies - Office	
Supplies-Computer	
Postage	
Printing	
Equipment Lease	
Outreach/Public Relations	
Budgeted Administrative O/H @10%	
TOTAL OTHER COSTS	
TOTAL PROJECT COST	**$**

Attachment: BUL_contract_2024 (RES-2024-807 : Contract with the Buffalo Urban League CRS #5078)

FY 2024 INCOME GUIDELINES & STATS CHART

Verification of household income must be supplied. To qualify, you must be under 80% of the FY2024 median income guidelines below:

Annual Household Income – FY 2024

(Effective June 1, 2024)

Household Size	Median Income	80% AMI	50% AMI	30% AMI
1	$ 67,900	**$ 54,250**	$ 33,950	$20,350
2	$ 77,600	**$ 62,000**	$ 38,800	$23,250
3	$ 87,300	**$ 69,750**	$ 43,650	$26,150
4	$ 96,900	**$ 77,500**	$ 48,450	$29,050
5	$104,700	**$ 83,700**	$ 52,350	$31,400
6	$112,500	**$ 89,900**	$ 56,250	$33,700
7	$120,200	**$ 96,100**	$ 60,100	$36,050
8	$128,000	**$ 102,300**	$ 64,000	$38,350

HOUSEHOLD CHARACTERISTICS: Complete one line for each household assisted. One code only in each block.

# MEMBERS ASSISTED IN HOUSEHOLD	% HOUSEHOLD INCOME	RACE OF HEAD OF HOUSEHOLD *	HISPANIC **Y/N**	FEMALE HEAD OF HOUSEHOLD **Y/N**

***Race of Household**
11-Caucasian
12-African American
13-Asian
14-American Indian or Alaskan Native
15-Native Hawaiian or other Pacific Islander
16-American Indian/Alaska Native & White
17-Asian & Caucasian
18-African American & Caucasian
19-American Indian or Alaskan Native & African American
20-Other Multi-Racial

Consultant Minor Exposure Addendum to Contract

Attachment: BUL_contract_2024 (RES-2024-807 : Contract with the Buffalo Urban League CRS #5078)

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Consultants or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Consultant shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Consultant its officers, agents, sub-Consultants, and/or employees as well as the negligence, active or passive, of the Consultant, its officers, agents, sub-Consultants, and/or employees.

4. Consultant shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Consultant shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Consultant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Consultant shall furnish the above insurances, including sub-Consultants' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Consultant or sub-sub Consultant shall name the Town as an additional insured on a primary and non-contributory basis.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed

Attachment: BUL_contract_2024 (RES-2024-807 : Contract with the Buffalo Urban League CRS #5078)

written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Consultant shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Consultant, in accordance with its status as an independent Consultant, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement

Attachment: BUL_contract_2024 (RES-2024-807 : Contract with the Buffalo Urban League CRS #5078)

will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:	Agreed to and Accepted by:
Buffalo Urban League, Inc. Print Name of Company	Town of Amherst Print Name of Company
By: _____ Thomas Beauford, Jr., President/CEO	By: _____ Brian J. Kulpa, Supervisor
Thomas Beauford, Jr., President/CEO Printed name	Brian J. Kulpa, Supervisor Printed name
Date: _____	Date: _____

Attachment: BUL_contract_2024 (RES-2024-807 : Contract with the Buffalo Urban League CRS #5078)

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 29463 **RESOLUTION 2024-808** **ADOPTED**

To Authorize the Town Supervisor to Enter into a Contract for Fair Housing Counseling Services with Housing Opportunities Made Equal (HOME) CRS #5068

WHEREAS, as a recipient of Community Development Block Grant and HOME Investment Partnership funds the Town certifies that it will affirmatively further fair housing; and

WHEREAS, the Town has programmed Community Development Block Grant funds for fair housing counseling services; now, therefore be it

WHEREAS, Community Development staff recommends that the Town renew its contract with Housing Opportunities Made Equal based on the excellent provision of services they provide, and

RESOLVED, that the Town Board authorizes the Supervisor, subject to the satisfactory completion of the contract routing process, to sign a contract with Housing Opportunities Made Equal for an amount not to exceed $10,000 for services to Town residents during the period April 1, 2024 through March 31, 2025.

10/1/2024
Consent

FINANCIAL IMPACT:

The funds necessary to contract for services with HOME have been budgeted in the FY 2024 (N24-34 4000) CDBG budget. The resolution will, therefore, have no impact on the town's current budget or tax rate.

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

Amherst
Town of Amherst Planning Department
Erie County, New York

Brian J. Kulpa, Su or
Daniel C. Howard P
Planning Direc
Daniel J. Ulatowsk CP
Assistant Planning tor

September 17, 2024

Agenda of October 1, 2024

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

Subject: Contract with Housing Opportunities Made Equal (HOME)

Honorable Members:

The 2024 Community Development budget includes an allocation for fair housing counseling services. Advocacy services are provided free of charge to residents who feel they have been the victims of housing discrimination.

A contract is proposed that provides for quarterly payments to HOME for a maximum of $10,000.00 during the contract year with Community Development funds. The agency has performed satisfactorily under past contracts.

Attached for your consideration is a resolution authorizing the Town Supervisor to enter into a contract with HOME for the period April 1, 2024 through March 31, 2025. Adequate funds are available in the CDBG budget to cover the maximum $10,000.00 cost of the proposed contract.

Thank you.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

Attachment: tb-home-09242024091041 (RES-2024-808 : Contract with Housing Opportunities Made Equal (H.O.M.E.) CRS #5068)

A G R E E M E N T

THIS AGREEMENT, entered into this _____day of_____, 2024, between the TOWN OF AMHERST, a municipal corporation of the State of New York, with principal offices located at 5583 Main Street, Williamsville, New York, 14221, (hereinafter referred to as the "Town") and HOUSING OPPORTUNITIES MADE EQUAL, INC., hereinafter referred to as HOME, a private not-for-profit corporation incorporated under the laws of New York State, with its principal office for the transaction of business located at 1542 Main Street, Buffalo, New York 14209, (hereinafter referred to as "HOME").

W I T N E S S E T H

WHEREAS, the Town, as a recipient of federal funding under the Housing and Community Development Act of 1974, as amended, (hereinafter referred to as the "Act"), certifies that it will affirmatively further fair housing; and;

WHEREAS, HOME has provided comprehensive fair housing services in the Buffalo metropolitan area since 1963;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto, as follows:

1. (a) "Town" shall mean the Town of Amherst
   (b) "HOME" shall mean the Housing Opportunities Made Equal, Inc.

2. The following exhibits are attached to this Agreement and made a part hereof:
   (a) Exhibit "A" -Scope of Services & Budget

3. HOME, for consideration herein provided, shall perform the services as described in Exhibit "A" attached hereto and made a part hereof.

Attachment: Signed_HOME_Contract_2024 (RES-2024-808 : Contract with Housing Opportunities Made Equal (H.O.M.E.) CRS #5068)

4. HOME shall, prior to execution of this Agreement, provide to the Town, certificates of insurance evidencing compliance with the provisions of the "Addendum to Contract" attached hereto and incorporated herein. HOME agrees to defend, indemnify and hold-harmless the Town from and against all claims, liability and damages resulting from or arising out of performance by HOME of the terms and conditions of this Agreement.

5. The Town agrees to pay HOME not more than ten thousand dollars ($10,000.00) during the one-year period from April 1, 2024 through March 31, 2025 for the services it provides to Town residents.

6. HOME shall submit to the Town quarterly payment vouchers and report forms, as described in Exhibit A. Said forms will be in a format acceptable to the Town with the first two requests for payment for the period covering April 1, 2024 through December 31, 2024 to be submitted no later than January 10, 2025 to be consistent with the Town's fiscal year. Upon review and approval of the aforementioned vouchers and report forms by the Town, the Town shall process and subsequently issue funds totaling the approved amount. The sum of all vouchers submitted to the Town by HOME shall not exceed $10,000.00.

7. HOME agrees that it shall keep and maintain separate books of accounts and records concerning all costs incurred in the performance of this Agreement, and that it shall have available for audit and inspection by the Town or by authorized representatives of the federal government, all HOME facilities, books and other financial and statistical data as they relate to this Agreement. The Town and HOME agree to comply with the regulations, policies, and guidelines and requirements of the federal Office of Management and Budget, as they relate to the application, acceptance and use of federal funds for this federally assisted program.

8. HOME agrees to comply with the general compliance requirements of 24 CFR Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except for responsibilities that fall under 24 CFR Part 570.604 and 24 CFR Part 52. The terms and conditions of this Agreement are to be carried out in a manner consistent with all other federal, state and local laws.

Attachment: Signed_HOME_Contract_2024 (RES-2024-808 : Contract with Housing Opportunities Made Equal (H.O.M.E.) CRS #5068)

9. This Agreement shall be valid only to the extent of federal funds made available to the Town for the 2018 Community Development program year under Title I of the Housing and Community Development Act of 1974, as amended. Any and all payments due under this agreement shall be contingent upon the receipt by the Town of funds from the United States Department of Housing and Urban Development in the amount stipulated in the 2024 Annual Action Plan as approved by the Amherst Town Board on February 5, 2024.

10. This Agreement or any right, title or interest herein shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the previous written consent of the Town.

11. This Agreement shall be considered in effect from April 1, 2024 through March 31, 2025. The Town may agree to extend this Agreement for an additional twelve-month period.

12. HOME shall be fully accountable for its performance under this contract and agrees for itself and its officers to answer under oath all questions relevant to the performance thereof and to any transaction and act of omission in connection therewith if called before any judicial, county, state or federal agency empowered to investigate the Agreement or its performance.

13. Consistent with HOME's status as an independent contractor, the Town shall not be responsible for workers compensation benefits, social security coverage or unemployment insurance benefits with respect to HOME or its employees.

14. **Termination**

(1) The Town reserves the right to terminate this Agreement at its pleasure at any time prior to completion of the Program by giving two (2) weeks written notice of termination to HOME either personally or by certified mail. The Town further reserves the right to terminate this Agreement for cause in the event that HOME shall be in default of this Agreement; or shall become insolvent or bankrupt or assign for the benefit of creditors or take advantage of any insolvency statute or debtor or creditor law; or if its property or affairs be put in the hands of a receiver.

(2) HOME reserves the right to terminate this Agreement at its pleasure at any time prior to completion of this Agreement by giving two (2) weeks written notice of termination to the Town, either personally or by certified mail. HOME further reserves the right to terminate this Agreement

Attachment: Signed_HOME_Contract_2024 (RES-2024-808 : Contract with Housing Opportunities Made Equal (H.O.M.E.) CRS #5068)

for cause in the event that the Town shall be in default of this Agreement; or shall become insolvent or bankrupt or assign for the benefit or creditors or take advantage of any insolvency statute or debtor or creditor law; or if its property or affairs be put in the hands of a receiver.

(3) The fee to be paid to HOME upon such termination shall be based upon the value of the services performed by HOME up to the effective date of termination.

15. Changes in the Project Description and Cost specified in Exhibit "A" may be requested by HOME in writing, addressed to the Town's Planning Director for subsequent action.

16. HOME agrees to comply with all applicable federal requirements and standards as pertains to audits of sub recipients of federal funds under the federal Community Development Block Grant Program.

17. **Nondiscrimination.**

HOME shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 974), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act (39 U.S.C. Chapter 42) and all regulations promulgated with respect thereto including the regulations under 24 CFR Part 1. No person in the United States shall on the ground of race, age, color, creed, religion, national origin, sex, disability, or because he or she is a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, activity, or service provided pursuant to this Agreement.

18. **Equal Employment Opportunity.**

In carrying out this Agreement, HOME shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or because he or she is a disabled veteran or veteran of the Vietnam era. HOME shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, disability or because he or she is a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or

Attachment: Signed_HOME_Contract_2024 (RES-2024-808 : Contract with Housing Opportunities Made Equal (H.O.M.E.) CRS #5068)

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. HOME shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provision of this nondiscrimination clause. HOME shall state that all qualified applicants will receive consideration for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. HOME shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability or because he or she is a disabled veteran or veteran of the Vietnam era. HOME shall incorporate the foregoing requirements of this paragraph in all of its contracts for work under this Agreement, except contracts for construction work or modification thereof, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for work under this Agreement.

19. **"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.**

(a) The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 75. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) Compliance with the provisions of section 3, the regulations set forth in 24 CDR Part 75, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

20. **Obligations of Grantee with Respect to Certain Third Party Relationships.**

HOME shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of this Agreement. HOME shall, by contractual requirement, covenant, or other binding commitment assure the compliance on the part of any contractor, subcontract, transferee, successor in interest or other participant in the activities

Attachment: Signed_HOME_Contract_2024 (RES-2024-808 : Contract with Housing Opportunities Made Equal (H.O.M.E.) CRS #5068)

pursuant to this Agreement, with the lawful requirements of the Town of Amherst necessary to insure that activities pursuant to this Agreement are carried out in accordance with the Town of Amherst's assurances and certifications pursuant to the Community Development Block Grant Program, including those with respect to the assumption of environmental responsibilities of the Town of Amherst under section 104(h) of the Housing and Community Development Act of 1974.

21. **Interest of Certain Federal Officials.**

No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

22. **Interest of Members, Officers, or Employees of Grantee, Members of Local Governing Body, or Other Public Officials.**

No member, officer, or employee of HOME or its designees or agents, no member of the governing body of the Town of Amherst and no other public official of the Town of Amherst who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. HOME shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

23. **Prohibition Against Payments of Bonus or Commission.**

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining H.U.D. approval of the application for such assistance, or H.U.D. approval of applications for additional assistance, or any other approval or concurrence of H.U.D. required under this Agreement, Title I of the Housing and Community Development Act of 1974, as amended, or H.U.D. regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

24. **Nondiscrimination in Housing.**

HOME shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and the H.U.D. regulations with respect thereto, and Executive Order 11063. Title VIII prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing of housing, block busting, and discriminatory advertising and makes it unlawful to deny any person access to, or

Attachment: Signed_HOME_Contract_2024 (RES-2024-808 : Contract with Housing Opportunities Made Equal (H.O.M.E.) CRS #5068)

membership and participation in, any multiple-listing service or real estate brokers' organization for discriminatory purposes.

25. **Hatch Act**

HOME agrees that no funds provided, nor personnel employed under this Agreement, shall in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

26. **Conflict of Interest**

HOME agrees to abide by the provisions of 24 CFR Part 84.42 and Part 570.611 in regards to conflicts of interest in conducting activities related to this Agreement.

27. **Funding Source Recognition**

HOME shall insure recognition of the role of the Community Development Block Grant funding source in providing services through this agreement. All activities, publications and items created pursuant to this Agreement shall be labeled as to funding source.

28. **Lobbying & Religious Activities**

By signing this Agreement, HOME certifies that no federal funds have been paid or will be paid, by or on behalf of it, to any person for lobbying activities including influencing or attempting to influence an officer or employee of any state, local or federal agency or elected office. In addition, HOME agrees that funds provided under this agreement will not be utilized for inherently religious activities prohibited by 24 CFR Part 570.200(j), such as worship, religious instruction or proselytization.

29. **Compliance**

The obligation of HOME to comply with the provisions of paragraph 17 through paragraph 28 of this Agreement shall inure to the benefits of the United States, H.U.D. and the Town of Amherst, any of which shall be entitled to invoke any remedies available by law to redress any breach thereof or to complete compliance therewith by HOME. HOME shall, by contractual requirement, covenant, or other binding commitment assure the compliance with the above provision of the provisions of paragraph 17 through paragraph 28 of this Agreement on the part of any contractor, subcontractor, transferee, successor in interest or other participant in any activities pursuant to this Agreement.

Attachment: Signed_HOME_Contract_2024 (RES-2024-808 : Contract with Housing Opportunities Made Equal (H.O.M.E.) CRS #5068)

HOUSING OPPORTUNITIES MADE EQUAL, INC. 2024 CONTRACT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers all as of the date and year first above written.

HOUSING OPPORTUNITIES MADE EQUAL

By: DeAnna Eason

DeAnna Eason, Executive Director

DeAnna Eason, Executive Director
Printed name & title

9/13/2024
Date

TOWN OF AMHERST

By: _____

Brian J. Kulpa, Supervisor

Brian J. Kulpa, Supervisor
Printed name & title

_____
Date

HOUSING OPPORTUNITIES MADE EQUAL ACKNOWLEDGEMENT

S TATE OF NEW YORK)
COUNTY OF ERIE) ss.

On the 13th day of September, in the year Two Thousand Twenty-Four, before me, the undersigned, personally appeared DeAnna Eason, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Daniel J Corbitt
Notary Public

DANIEL J. CORBITT
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02CO0011915
Qualified in Erie County
Commission Expires August 14, 2027

MUNICIPAL CORPORATION ACKNOWLEDGEMENT

S TATE OF NEW YORK)
COUNTY OF ERIE) ss.

On the_____day of _____, in the year Two Thousand Twenty-Four, before me, the undersigned, personally appeared Brian J. Kulpa, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

Attachment: Signed_HOME_Contract_2024 (RES-2024-808 : Contract with Housing Opportunities Made Equal (H.O.M.E.) CRS #5068)

EXHIBIT "A"

SCOPE OF SERVICES
4/1/2024-3/31/2025

(1) Provide comprehensive services for victims of housing discrimination within the Town of Amherst as well as for residents who may encounter discrimination while seeking housing elsewhere. Those services will include: recording and investigation of reported incidents of discrimination; paralegal counseling for victims; client advocacy to conciliate validated complaints; preparation of case for legal action; emotional support and referrals to resource agencies and possible housing listings for those at-risk of becoming homeless.

(2) Provide paralegal counseling for landlords and tenants to facilitate resolution of landlord-tenant disputes; thereby minimizing the potential to become homeless

(3) Provide information on fair housing law for landlords, tenants, home seekers (including those at-risk) and real estate agents.

(4) Provide residents with housing and human service information and referral.

(5) Accept client referrals from the Town, and keep the officials apprised of the status of cases referred.

(6) Provide copies of two fair housing brochures (targeted to potential bias victims and to landlords respectively) for distribution at public buildings within the Town.

(7) Provide copies of a quarterly newsletter dealing with developments in fair housing for Town officials.

(8) Upon request, provide technical assistance of limited scope to the Town on matters related to fair housing.

(9) Conduct one presentation on fair housing within the Town.

(10) Provide quarterly statistical reports and invoices on services provided to the Planning Department; and a fair housing database documenting the frequency, basis and location of reported incidents of discrimination.

Attachment: Signed_HOME_Contract_2024 (RES-2024-808 : Contract with Housing Opportunities Made Equal (H.O.M.E.) CRS #5068)

EXHIBIT "A" CONTINUED

HOME PROJECT BUDGET

Item	*Requested*	*In-Kind*	*Total*
Salaries ▪ Director of Operations (1 hpw) ▪ Content & Education Specialist (3 hpw) ▪ Office Administrator (1 hpw) ▪ Fund Development Manager (1 hpw) ▪ Fair Housing Specialist (3 hpw in-kind) ▪ Executive Director (1 hpw in-kind)	$7,500	$6,000	$13,500
Employee Benefits	$1,000	$800	$1,800
OTPS	$1,500	$450	$1,950
Total	$10,000	$7,250	$17,250

Attachment: Signed_HOME_Contract_2024 (RES-2024-808 : Contract with Housing Opportunities Made Equal (H.O.M.E.) CRS #5068)

Consultant Minor Exposure Addendum to Contract

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Consultants or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Consultant shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Consultant its officers, agents, sub-Consultants, and/or employees as well as the negligence, active or passive, of the Consultant, its officers, agents, sub-Consultants, and/or employees.

4. Consultant shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Consultant shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Consultant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Consultant shall furnish the above insurances, including sub-Consultants' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Consultant or sub-sub Consultant shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: Signed_HOME_Contract_2024 (RES-2024-808 : Contract with Housing Opportunities Made Equal (H.O.M.E.) CRS #5068)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Consultant shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Consultant, in accordance with its status as an independent Consultant, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement

Attachment: Signed_HOME_Contract_2024 (RES-2024-808 : Contract with Housing Opportunities Made Equal (H.O.M.E.) CRS #5068)

will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

Housing Opportunities Made Equal (H.O.M.E.)
Print Name of Company

By: DeAnna Eason
DeAnna Eason, Executive Director

Printed Name: Deanna Eason

Date: 9/13/2024

Agreed to and Accepted by:

Town of Amherst
Printed Name of Municipality

By: _____
Brian J. Kulpa, Supervisor

Printed Name: Brian J. Kulpa

Date: _____

Attachment: Signed_HOME_Contract_2024 (RES-2024-808 : Contract with Housing Opportunities Made Equal (H.O.M.E.) CRS #5068)

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: Housing Opportunities Made Equal

Signature: DeAnna Eason

Print Name: DeAnna Eason

Title: Executive Director

Date: 9/13/2024

Sworn To Before Me This

13th Day of September, 2024

Daniel J Corbitt

Notary Public

DANIEL J. CORBITT
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02CO0011915
Qualified in Erie County
Commission Expires August 14, 2027

Revised 4.2017

Attachment: Signed_HOME_Contract_2024 (RES-2024-808 : Contract with Housing Opportunities Made Equal (H.O.M.E.) CRS #5068)

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 29464 **RESOLUTION 2024-809** **ADOPTED**

To Authorize the Supervisor to Sign an Agreement with Child & Family Services of Erie County for a Domestic Violence Advocate CRS #5077

WHEREAS, Child & Family Services provides services to Amherst residents facing domestic violence; and

WHEREAS, the Town has budgeted Community Development Block Grant funds (CDBG) for one domestic violence advocate; and

WHEREAS, Community Development staff recommends that the Town contract with Child & Family Services for the period of April 1, 2024 through March 31, 2025; now therefore, be it

RESOLVED, the Town Board of the Town of Amherst authorizes the Town Supervisor, subject to the satisfactory completion of the contract routing process, to enter into a contract with Child & Family Services attached hereto, and for an amount not to exceed $20,000.00 for the period of April 1, 2024 through March 31, 2025.

10/1/2024
Consent

FINANCIAL IMPACT:

The funds necessary to enter into a contract with Child & Family Services have been budgeted in the FY 2024 (N24-32 4000) CDBG budget. The resolution will, therefore, have no impact on the Town's current budget or tax rate.

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

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

September 23, 2024

Agenda of October 1, 2024

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

Subject: Contract with Child & Family Services for a domestic violence (DV) advocate

Honorable Board Members:

Child and Family Services of Erie County provides domestic violence (DV) advocacy and counseling services to low and moderate income families in Western New York and the Town of Amherst. The Town has budgeted FY 2024 Community Development Block Grant (CDBG) funds for a Child & Family Services DV advocate.

Attached for your consideration is a resolution authorizing the Town Supervisor to enter into a contract with Child & Family Services for the period April 1, 2024 through March 31, 2025. Adequate funds are available in the 2024 CDBG budget to cover the maximum $20,000.00 cost of the proposed contract.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

X:\Community Development\New Structure\CONTRACTS and SUBRECIPIENTS\Child & Family Services\TB_Letter_10.1.24.docx

Attachment: tb-child-09242024094103 (RES-2024-809 : Contract with Child & Family Services of Erie County CRS #5077)

AGREEMENT

THIS AGREEMENT, entered into this _____ day of_____, 2024 between the TOWN OF AMHERST, a municipal corporation of the State of New York, with principal offices located at 5583 Main Street, Williamsville, New York 14221 (herein after referred to as the "Town"), and Child and Family Services of Erie County-Haven House (herein after referred to as "Child and Family Services") with its principal office for the transaction of business at 330 Delaware Avenue, Buffalo, New York 14202.

WITNESSETH:

WHEREAS, the Town has received federal funding under the Housing and Community Development Act of 1974, as amended and one the purposes of said Act is to expand and improve the quality and quantity of community services, principally for persons of low and moderate income, which are essential for sound community development and for the development of viable urban communities; and

WHEREAS, the provision of comprehensive CHILD AND FAMILY SERVICES, providing domestic violence advocacy and counseling services to low and moderate income residents of the Town of Amherst would constitute an expansion and improvement of the quantity and quality of community services and technical assistance consistent with the purposes of the Housing and Community Development Act of 1974 as amended; and

WHEREAS, CHILD AND FAMILY SERVICES has successfully provided a program of services and crisis counseling for families escaping domestic violence for Erie County residents.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto, as follows:

1. (a) "Town" shall mean the Town of Amherst.
   (b) "Child and Family Services" shall mean the Child and Family Services of Erie County.

2. The following exhibits are attached to this Agreement and made a part hereof:
   (a) Exhibit "A" -Scope of Services & Budget
   (b) Exhibit "B"– Income Guidelines & Stats Chart

3. CHILD AND FAMILY SERVICES, for consideration herein provided, shall perform the services as described in Exhibit "A" attached hereto and made a part hereof.

Attachment: signed_contract_9.19.24 (RES-2024-809 : Contract with Child & Family Services of Erie County CRS #5077)

4. CHILD AND FAMILY SERVICES shall, prior to execution of this Agreement, provide to the Town certificates of insurance evidencing compliance with the provisions of the "Addendum to Contract" attached hereto and incorporated herein. CHILD AND FAMILY SERVICES agrees to defend, indemnify and hold-harmless the Town from and against all claims, liability and damages resulting from or arising out of performance by CHILD AND FAMILY SERVICES of the terms and conditions of this Agreement.

5. The Town agrees to pay CHILD AND FAMILY SERVICES not more than twenty thousand dollars ($20,000.00) during the one year period from April 1, 2024 through March 31, 2025 for the services it provides to Town residents.

6. CHILD AND FAMILY SERVICES shall submit to the Town quarterly payment vouchers and report forms, as described in Exhibit A. Said forms will be in a format acceptable to the Town with the first two requests for payment for the period covering April 1, 2024 through December 31, 2024 to be submitted no later than January 10, 2025 to be consistent with the Town's fiscal year. Upon review and approval of the aforementioned vouchers and report forms by the Town, the Town shall process and subsequently issue funds totaling the approved amount. The sum of all vouchers submitted to the Town by CHILD AND FAMILY SERVICES shall not exceed $20,000.00.

7. CHILD AND FAMILY SERVICES agrees that it shall keep and maintain separate books of accounts and records concerning all costs incurred in the performance of this Agreement, and that it shall have available for audit and inspection by the Town or by authorized representatives of the federal government, all CHILD AND FAMILY SERVICES facilities, books and other financial and statistical data as they relate to this Agreement. The Town and CHILD AND FAMILY SERVICES agree to comply with the regulations, policies, and guidelines and requirements of the federal Office of Management and Budget, as they relate to the application, acceptance and use of federal funds for this federally assisted program.

8. CHILD AND FAMILY SERVICES agrees to comply with the general compliance requirements of 24 CFR Part 570 (the U.S. Housing and Urban Development regulations

Attachment: signed_contract_9.19.24 (RES-2024-809 : Contract with Child & Family Services of Erie County CRS #5077)

concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except for responsibilities that fall under 24 CFR Part 570.604 and 24 CFR Part 52. The terms and conditions of this Agreement are to be carried out in a manner consistent with all other federal, state and local laws.

9. This Agreement shall be valid only to the extent of federal funds made available to the Town for the Community Development program year under Title I of the Housing and Community Development Act of 1974, as amended. Any and all payments due under this agreement shall be contingent upon the receipt by the Town of funds from the United States Department of Housing and Urban Development in the amount stipulated in the 2024 Annual Action Plan as approved by the Amherst Town Board on February 5, 2024.

10. This Agreement or any right, title or interest herein shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the previous written consent of the Town.

11. This Agreement shall be considered in effect from April 1, 2024 through March 31, 2025. The Town may agree to extend this Agreement for an additional twelve month period.

12. CHILD AND FAMILY SERVICES shall be fully accountable for its performance under this contract and agrees for itself and its officers to answer under oath all questions relevant to the performance thereof and to any transaction and act of omission in connection therewith if called before any judicial, county, state or federal agency empowered to investigate the Agreement or its performance.

13. Consistent with CHILD AND FAMILY SERVICES's status as an independent contractor, the Town shall not be responsible for workers compensation benefits, social security coverage or unemployment insurance benefits with respect to CHILD AND FAMILY SERVICES or its employees.

Attachment: signed_contract_9.19.24 (RES-2024-809 : Contract with Child & Family Services of Erie County CRS #5077)

14. **Termination**

(1) The Town reserves the right to terminate this Agreement at its pleasure at any time prior to completion of the Program by giving two (2) weeks written notice of termination to CHILD AND FAMILY SERVICES, either personally or by certified mail. The Town further reserves the right to terminate this Agreement for cause in the event that CHILD AND FAMILY SERVICES shall be in default of this Agreement; or shall become insolvent or bankrupt or assign for the benefit of creditors or take advantage of any insolvency statute or debtor or creditor law; or if its property or affairs be put in the hands of a receiver.

(2) CHILD AND FAMILY SERVICES reserves the right to terminate this Agreement at its pleasure at any time prior to completion of this Agreement by giving two (2) weeks written notice of termination to the Town, either personally or by certified mail. CHILD AND FAMILY SERVICES further reserves the right to terminate this Agreement for cause in the event that the Town shall be in default of this Agreement; or shall become insolvent or bankrupt or assign for the benefit or creditors or take advantage of any insolvency statute or debtor or creditor law; or if its property or affairs be put in the hands of a receiver.

(3) The fee to be paid to CHILD AND FAMILY SERVICES upon such termination shall be based upon the value of the services performed by CHILD AND FAMILY SERVICES up to the effective date of termination.

15. Changes in the Project Description and Cost specified in Exhibit "A" may be requested by CHILD AND FAMILY SERVICES in writing, addressed to the Town's Planning Director for subsequent action.

16. CHILD AND FAMILY SERVICES agrees to comply with all applicable federal requirements and standards as pertains to audits of sub recipients of federal funds under the federal Community Development Block Grant Program.

17. **Nondiscrimination.**

CHILD AND FAMILY SERVICES shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 974),

Attachment: signed_contract_9.19.24 (RES-2024-809 : Contract with Child & Family Services of Erie County CRS #5077)

the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act (39 U.S.C. Chapter 42) and all regulations promulgated with respect thereto including the regulations under 24 CFR Part 1. No person in the United States shall on the ground of race, age, color, creed, religion, national origin, sex, disability, or because he or she is a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, activity, or service provided pursuant to this Agreement.

18. **Equal Employment Opportunity.**

In carrying out this Agreement, CHILD AND FAMILY SERVICES shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or because he or she is a disabled veteran or veteran of the Vietnam era. CHILD AND FAMILY SERVICES shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, disability or because he or she is a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CHILD AND FAMILY SERVICES shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provision of this nondiscrimination clause. CHILD AND FAMILY SERVICES shall state that all qualified applicants will receive consideration for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. CHILD AND FAMILY SERVICES shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability or because he or she is a disabled veteran or veteran of the Vietnam era. CHILD AND FAMILY SERVICES shall incorporate the foregoing requirements of this paragraph in all of its contracts for work under this Agreement, except contracts for construction work or modification thereof, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for work under this Agreement.

19. **"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.**

(a) The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban

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Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 135. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) Compliance with the provisions of section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

20. **Obligations of Grantee with Respect to Certain Third Party Relationships.**

CHILD AND FAMILY SERVICES shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of this Agreement. CHILD AND FAMILY SERVICES shall, by contractual requirement, covenant, or other binding commitment assure the compliance on the part of any contractor, subcontract, transferee, successor in interest or other participant in the activities pursuant to this Agreement, with the lawful requirements of the Town of Amherst necessary to insure that activities pursuant to this Agreement are carried out in accordance with the Town of Amherst's assurances and certifications pursuant to the Community Development Block Grant Program, including those with respect to the assumption of environmental responsibilities of the Town of Amherst under section 104(h) of the Housing and Community Development Act of 1974.

21. **Interest of Certain Federal Officials.**

No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

22. **Interest of Members, Officers, or Employees of Grantee, Members of Local Governing Body, or Other Public Officials.**

No member, officer, or employee of CHILD AND FAMILY SERVICES or its designees or agents, no member of the governing body of the Town of Amherst and no other public official of the Town of Amherst who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program

Attachment: signed_contract_9.19.24 (RES-2024-809 : Contract with Child & Family Services of Erie County CRS #5077)

assisted under the Agreement. CHILD AND FAMILY SERVICES shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

23. **Prohibition Against Payments of Bonus or Commission.**

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining H.U.D. approval of the application for such assistance, or H.U.D. approval of applications for additional assistance, or any other approval or concurrence of H.U.D. required under this Agreement, Title I of the Housing and Community Development Act of 1974, as amended, or H.U.D. regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

24. **Nondiscrimination in Housing.**

CHILD AND FAMILY SERVICES shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and the H.U.D. regulations with respect thereto, and Executive Order 11063. Title VIII prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing of housing, block busting, and discriminatory advertising and makes it unlawful to deny any person access to, or membership and participation in, any multiple-listing service or real estate brokers' organization for discriminatory purposes.

25. **Hatch Act**

CHILD AND FAMILY SERVICES agrees that no funds provided, nor personnel employed under this Agreement, shall in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

26. **Conflict of Interest**

CHILD AND FAMILY SERVICES agrees to abide by the provisions of 24 CFR Part 84.42 and Part 570.611 in regards to conflicts of interest in conducting activities related to this Agreement.

27. **Funding Source Recognition**

CHILD AND FAMILY SERVICES shall insure recognition of the role of the Community Development Block Grant funding source in providing services through this agreement. All activities, publications and items created pursuant to this Agreement shall be labeled as to funding source.

Attachment: signed_contract_9.19.24 (RES-2024-809 : Contract with Child & Family Services of Erie County CRS #5077)

28. **Lobbying & Religious Activities**

By signing this Agreement, CHILD AND FAMILY SERVICES certifies that no federal funds have been paid or will be paid, by or on behalf of it, to any person for lobbying activities including influencing or attempting to influence an officer or employee of any state, local or federal agency or elected office. In addition, CHILD AND FAMILY SERVICES agrees that funds provided under this agreement will not be utilized for inherently religious activities prohibited by 24 CFR Part 570.200(j), such as worship, religious instruction or proselytization.

29. **Compliance.**

The obligation of CHILD AND FAMILY SERVICES to comply with the provisions of paragraph 17 through paragraph 28 of this Agreement shall inure to the benefits of the United States, H.U.D. and the Town of Amherst, any of which shall be entitled to invoke any remedies available by law to redress any breach thereof or to complete compliance therewith by CHILD AND FAMILY SERVICES.

CHILD AND FAMILY SERVICES of ERIE COUNTY shall, by contractual requirement, covenant, or other binding commitment assure the compliance with the above provision of the provisions of paragraph 17 through paragraph 28 of this Agreement on the part of any contractor, subcontractor, transferee, successor in interest or other participant in any activities pursuant to this Agreement.

Attachment: signed_contract_9.19.24 (RES-2024-809 : Contract with Child & Family Services of Erie County CRS #5077)

CHILD AND FAMILY SERVICES OF ERIE COUNTY 2024 CONTRACT

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed on the day and year just above written.

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

CHILD AND FAMILY SERVICES OF ERIE COUNTY

By: _____
Ian Long, Chief Financial Officer

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the 19th day of September, in the year Two Thousand Twenty-Four, before me, the undersigned, personally appeared Ian Long personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

ELIZABETH J. RATH
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES JUNE 15, 2026

_____
NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year Two Thousand Twenty-Four, before me, the undersigned, personally appeared Brian J. Kulpa personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

Attachment: signed_contract_9.19.24 (RES-2024-809 : Contract with Child & Family Services of Erie County CRS #5077)

EXHIBIT "A"

SCOPE OF SERVICES AND REPORTING REQUIREMENTS

SCOPE OF SERVICES:

PROVIDER shall perform the following professional services:

Child and Family Services of Erie County (CHILD AND FAMILY SERVICES) will provide one-stop, wrap-around services to survivors of domestic and intimate partner violence and their families. This model has been recognized nationally as the most innovative and effective way to provide services to survivors, to ensure offender accountability, and to attack the root causes of domestic violence.

All services will be provided between April 1, 2024-March 31, 2025.

EXHIBIT "A" CONTINUED

BUDGET

Attachment: signed_contract_9.19.24 (RES-2024-809 : Contract with Child & Family Services of Erie County CRS #5077)

Child and Family Services of Erie County - Haven House - Town of Amherst

Contract Period: 04/01/2024 – 03/31/2025

			Town of Amherst
Item 1)	Salary: DV Advocate	$ 15,740.52	$ 15,740.52
Item 2)	Payroll taxes & Fringe Benefits Breakdown:		
	a. Disability	$ 30.03	
	b. FICA	$ 1,204.15	
	c. Life Insurance	$ 26.98	
	d. Health Insurance	$ 2,042.13	
	e. Workers Comp.	$ 264.01	
	f. Unemployment Insurance	$ 62.56	
	g. Retirement	$ 629.62	
	Total	$ 4,259.48	$ 4,259.48
Item 3)	Mileage and Parking for Business Travel		$ -
Item 4)	Office Supplies		$ -
Item 5)	Cellular Telephone for business		$ -
Item 6)	Management & General (Administrative Overhead)		$ -
	Grand Total		**$ 20,000.00**

Attachment: signed_contract_9.19.24 (RES-2024-809 : Contract with Child & Family Services of Erie County CRS #5077)

FY 2024 INCOME GUIDELINES & STATS CHART

Verification of household income must be supplied. To qualify, you must be under 80% of the FY 2024 median income guidelines below:

Annual Household Income – FY 2024

(Effective June 1, 2024)

Household Size	Median Income	80% AMI	50% AMI	30% AMI
1	$ 67,900	**$ 54,250**	$ 33,950	$20,350
2	$ 77,600	**$ 62,000**	$ 38,800	$23,250
3	$ 87,300	**$ 69,750**	$ 43,650	$26,150
4	$ 96,900	**$ 77,500**	$ 48,450	$29,050
5	$104,700	**$ 83,700**	$ 52,350	$31,400
6	$112,500	**$ 89,900**	$ 56,250	$33,700
7	$120,200	**$ 96,100**	$ 60,100	$36,050
8	$128,000	**$ 102,300**	$ 64,000	$38,350

HOUSEHOLD CHARACTERISTICS: Complete one line for each household assisted. One code only in each block.

# MEMBERS ASSISTED IN HOUSEHOLD	% HOUSEHOLD INCOME	RACE OF HEAD OF HOUSEHOLD *	HISPANIC **Y/N**	FEMALE HEAD OF HOUSEHOLD **Y/N**

***Race of Household**
11-Caucasian
12-African American
13-Asian
14-American Indian or Alaskan Native
15-Native Hawaiian or other Pacific Islander
16-American Indian/Alaska Native & White
17-Asian & Caucasian
18-African American & Caucasian
19-American Indian or Alaskan Native & African American
20-Other Multi-Racial

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Consultant Minor Exposure Addendum to Contract

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Consultants or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Consultant shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Consultant its officers, agents, sub-Consultants, and/or employees as well as the negligence, active or passive, of the Consultant, its officers, agents, sub-Consultants, and/or employees.

4. Consultant shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Consultant shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Consultant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Consultant shall furnish the above insurances, including sub-Consultants' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Consultant or sub-sub Consultant shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: signed_contract_9.19.24 (RES-2024-809 : Contract with Child & Family Services of Erie County CRS #5077)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Consultant shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Consultant, in accordance with its status as an independent Consultant, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of

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Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:	Agreed to and Accepted by:
Child and Family Services of Erie County	Town of Amherst
By: _____	By: _____ Brian J. Kulpa, Supervisor
Ian Long, Chief Financial Officer Printed name & title	Brian J. Kulpa, Supervisor Printed name & title
Date: 9/19/2024	Date: _____

Attachment: signed_contract_9.19.24 (RES-2024-809 : Contract with Child & Family Services of Erie County CRS #5077)

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: Child and Family Services of Erie County

Signature:

Print Name: Ian Long

Title: Chief Financial Officer

Date: 9/19/2024

ELIZABETH J. RATH
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES JUNE 15, 2026

Sworn To Before Me This
19th Day of September, 2024

Notary Public

Revised 4.2017

Attachment: signed_contract_9.19.24 (RES-2024-809 : Contract with Child & Family Services of Erie County CRS #5077)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) Child & Family Services of Erie County 330 Delaware Avenue Buffalo, NY 14202 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured (716) 335-7020 1c. Federal Employer Identification Number of Insured or Social Security Number 16-1004825
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier Lincoln Life & Annuity Company of New York 3b. Policy Number of Entity Listed in box "1a" 000010232959 3c. Policy effective period: 09/06/2017 to 01/01/2026

4. Policy provides the following benefits:
- ☒ A. Both disability and paid family leave benefits.
- ☐ B. Disability benefits only.
- ☐ C. Paid family leave benefits only.

5. Policy covers:
- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- ☐ B. Only the following class or classes of the employer's employees:

_____

_____

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 09/16/2024 By Paul Martin

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 800-423-2765 Name and Title Paul Martin VP, Group Claims

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation 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 (12-21)

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Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. Insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate ho in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelle to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or elimina insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for on after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earl

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not a extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the und policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave **benefits policy indicated on this form, if the bus continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate h with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof th business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.**

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employee been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employe

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employee been secured as provided by this article.

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Client#: 1988396 CHILDAND2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/16/2024

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

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

PRODUCER	CONTACT NAME: Brittany O'Brien
USI Insurance Services, LLC 300 Meridian Centre Blvd. Suite 100 Rochester, NY 14618	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: brittany.obrien@usi.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Philadelphia Indemnity Insurance Co. — 18058
INSURED Child and Family Services of Erie County 330 Delaware Ave Buffalo, NY 14202	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC OTHER:	X	X	PHPK2571707023	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $3,000,000 $3,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY		X	PHPK2571707023	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $10000			PHUB870417023	07/01/2024	07/01/2025	EACH OCCURRENCE AGGREGATE A&M/Prof Sub	$4,000,000 $4,000,000 $2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liab			PHPK2571707023	07/01/2024	07/01/2025	$1,000,000/$3,000,000	

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

The General Liability policy includes Additional Insured status to the Certificate Holder including Waiver of Subrogation per Form #PI-GLD-HS-NY General Liability Deluxe Endorsement: Human Services as required by written contract.

The Commercial Automobile policy includes Waiver of Subrogation as required by written contract per Form #PI-CA-001NY Commercial Automobile Elite Endorsement

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Town of Amherst 5583 Main Street Williamsville, NY 14221	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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MJAZP

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DESCRIPTIONS (Continued from Page 1)

Town of Amherst is included as additional insured to the extent covered by policy endorsements.

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NEW YORK STATE | Workers' Compensation Board

KATHY HOCHUL
GOVERNOR

CLARISSA M. RODRIGUEZ
CHAIR

EXECUTIVE DIRECTOR
STEVEN M. SCOTTI

NOTICE OF COMPLIANCE
AS SELF INSURER UNDER THE NEW YORK STATE
WORKERS' COMPENSATION LAW

Name: Child and Family Services of Erie County

WCB #: W367193

Tax ID #: 161004825

Qual Date: 7/1/2014

The above-named employer has secured compensation to its employees as a self-insurer in the following manner:

Pursuant to Section 50, subdivision 3 of the Workers' Compensation Law.

The status of the self-insurer was effective as noted above and remains in full force.

Status Confirmed By
Lauren Montgomery
WC Examiner
3/19/2024

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 29465 **RESOLUTION 2024-810** **ADOPTED**

To Authorize the Supervisor to Execute an Agreement for the Provision of Weatherization Services CRS #5066

WHEREAS, the Town, as a recipient of Community Development Block Grant (CDBG) funds agrees to affirmatively promote affordable housing, and

WHEREAS, the Town has budgeted FY 2024 CDBG funds for the provision of weatherization services, and

WHEREAS, Supportive Services Corporation is the sole recipient of weatherization funds from U.S. Department of Energy for use in Erie County outside the City of Buffalo, and

WHEREAS, the Planning Department recommends that the Town renew its contract with Supportive Services Corporation based on that agency's excellent provision of services, and

WHEREAS, Supportive Services Corporation has submitted a satisfactory project budget and scope of services which provides for a maximum fee of $10,000.00, now therefore be it

RESOLVED, that the Town Board authorizes the Supervisor, subject to the completion of the routine contract routing process, to execute an agreement with Supportive Services Corporation for the provision of weatherization services for the period April 1, 2024 through March 31, 2025.

10/1/2024
Consent

FINANCIAL IMPACT:

The funds necessary to contract for services with Supportive Services have been budgeted in the FY 2024 (N24-29 4000) CDBG budget. The resolution will, therefore, have no impact on the town's current budget or tax rate.

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

Amherst

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

Brian J. Kulpa, Su sor
Daniel C. Howard P
Planning Direc
Daniel J. Ulatowsk CP
Assistant Planning tor

September 16, 2024

Agenda of October 1, 2024

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

Subject: Contract with Supportive Services Corporation for Weatherization Services

Honorable Board Members:

Supportive Services Corporation is the primary provider of weatherization services in Erie County outside the City of Buffalo. They provide insulation, weather stripping, energy efficient appliances and services to improve energy efficiency in households. These services are provided free of charge to eligible Amherst residents.

The proposed contract provides for payments to Supportive Services Corporation for a maximum of $10,000.00 utilizing 2024 Community Development funds.

Attached for your consideration is a resolution authorizing the Town Supervisor to enter into a new contract with Supportive Services Corporation for the provision of weatherization services for the period April 1, 2024 through March 31, 2025.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

X:\Community Development\New Structure\CONTRACTS and SUBRECIPIENTS\Supportive Services\FY2024\SuppServ_TBletter_10.1.24.docx

Attachment: tb-support-09242024094126 (RES-2024-810 : Contract with Supportive Services Corporation CRS #5066)

AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 2024 between the TOWN OF AMHERST, a municipal corporation of the State of New York, with principal offices located at 5583 Main Street, Williamsville, New York 14221 (herein after referred to as the "Town"), and SUPPORTIVE SERVICES CORPORATION, a not-for-profit corporation organized under the laws of the State of New York, with principal offices located at 245 Elmwood Avenue, Buffalo, New York, 14222, (hereinafter referred to as "Supportive Services").

WITNESSETH:

WHEREAS, the Town has received federal funding under the Housing and Community Development Act of 1974, as amended and one the purposes of said Act is to expand and improve the quality and quantity of community services, principally for persons of low and moderate income, which are essential for sound community development and for the development of viable urban communities; and

WHEREAS, Supportive Services has been awarded a grant by the New York State Department of State, for the operation of an energy conservation program to weatherize homes of eligible residents found to be energy deficient; and consistent with the purposes of the Housing and Community Development Act of 1974 as amended; and

WHEREAS, Supportive Services Corporation has successfully provided a program of comprehensive weatherization services for Erie County residents.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto, as follows:

1. (a) "Town" shall mean the Town of Amherst.
   (b) "Supportive Services" shall mean the Supportive Services Corporation.

2. The following exhibits are attached to this Agreement and made a part hereof:
   (a) Exhibit "A" -- Scope of Services and Reporting Requirements.
   (b) Exhibit "B" -- 2024 Income Guidelines and Stats Chart.

3. Supportive Services, for consideration herein provided, shall perform the services as described in Exhibit "A attached hereto and made a part hereof.

Attachment: scanned_contract_9.16.24 (RES-2024-810 : Contract with Supportive Services Corporation CRS #5066)

4. Supportive Services shall prior to execution of this Agreement provide to the Town certificates of insurance evidencing compliance with the provisions of the Addendum to Contract attached hereto and incorporated herein. Supportive Services agrees to defend, indemnify and hold-harmless the Town from and against all claims, liability and damages resulting from or arising out of performance by Supportive Services of the terms and conditions of this Agreement.

5. The Town agrees to pay Supportive Services not more than ten thousand dollars **($10,000.00)** during the one-year period from April 1, 2024 through March 31, 2025 for the services it provides to Town residents.

6. Supportive Services shall submit to the Town quarterly payment vouchers and report forms, as described in Exhibit A. Said forms will be in a format acceptable to the Town with the first two requests for payment for the period covering April 1, 2024 through December 31, 2024 to be submitted no later than January 10, 2025 to be consistent with the Town's fiscal year. Upon review and approval of the aforementioned vouchers and report forms by the Town, the Town shall process and subsequently issue funds totaling the approved amount. The sum of all vouchers submitted to the Town by Supportive Services shall not exceed $10,000.00.

7. Supportive Services agrees that it shall keep and maintain separate books of account and records concerning all costs incurred in the performance of this Agreement, and that it shall have available for the federal government all Supportive Services facilities, books and other financial and statistical data as they relate to the application, acceptance, and use of federal funds for this federally assisted program. The Town and Supportive Services agree to comply with the regulations, policies, guidelines and requirements of Office of Management and Budget Circulars A-102, and A-133 as they relate to the application, acceptance and use of federal funds for this federally assisted program.

8. Supportive Services agrees to comply with the general compliance requirements of 24 CFR Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except for responsibilities that fall under 24 CFR Part 570.604 and 24 CFR Part 52. The terms and conditions of this Agreement are to be carried out in a manner consistent with all other federal, state and local laws.

Attachment: scanned_contract_9.16.24 (RES-2024-810 : Contract with Supportive Services Corporation CRS #5066)

9. This Agreement shall be valid only to the extent of the funds made available to the Town pursuant to its program year application under Title I of the Housing Community Development Act of 1974, as Amended, for the purposes of the terms of this Agreement. Any and all payments due under this agreement shall be contingent upon the receipt by the Town of funds from the United States Department of Housing and Urban Development in the amount stipulated in the 2024 Annual Action Plan as approved by the Amherst Town Board on February 5, 2024.

10. This Agreement or any right, title or interest herein shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the previous written consent of the Town.

11. This Agreement shall be in effect from April 1, 2024 through March 31, 2025. The Town may agree to extend this Agreement for an additional twelve-month period.

12. Supportive Services shall be fully accountable for its performance under this contract and agrees for itself and its officers to answer under oath all questions relevant to the performance thereof and to any transaction and act of omission in connection therewith if called before any judicial, county, state or federal agency empowered to investigate the Agreement or its performance.

13. Consistent with Supportive Services status as an independent contractor, the Town shall not be responsible for workers compensation benefits, social security coverage or unemployment insurance benefits with respect to Supportive Services or its employees.

14. **Termination**

(1) The Town reserves the right to terminate this Agreement at its pleasure at any time prior to completion of the Program by giving two (2) weeks written notice of termination to Belmont either personally or by certified mail. The Town further reserves the right to terminate this Agreement for cause in the event that Supportive Services shall be in default of this Agreement; or shall become insolvent or bankrupt or assign for the benefit of creditors or take advantage of any insolvency statute or debtor or creditor law; or if its property or affairs be put in the hands of a receiver.

(2) Supportive Services reserves the right to terminate this Agreement at its pleasure at any time prior to completion of this Agreement by giving two (2) weeks written notice of termination to the Town, either personally or by certified mail. Supportive Services further reserves the right to

Attachment: scanned_contract_9.16.24 (RES-2024-810 : Contract with Supportive Services Corporation CRS #5066)

terminate this Agreement for cause in the event that the Town shall be in default of this Agreement; or shall become insolvent or bankrupt or assign for the benefit or creditors or take advantage of any insolvency statute or debtor or creditor law; or if its property or affairs be put in the hands of a receiver.

(3) The fee to be paid to Supportive Services upon such termination shall be based upon the value of the services performed by Supportive Services up to the effective date of termination.

15. Changes in the Project Description and Cost specified in Exhibit "A" may be requested by Supportive Services in writing, addressed to the Town's Planning Director for subsequent action.

16. Supportive Services agrees to comply with all applicable federal requirements and standards as pertains to audits of sub recipients of federal funds under the federal Community Development Block Grant Program.

17. **Nondiscrimination**

Supportive Services shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and 109 of Title I of the Housing and Community Development Act as amended of 1974, Section 505 of the Rehabilitation Act of 1973 (29 U.S.C. Section 974), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act (39 U.S.C. Chapter 42) and all regulations promulgated with respect thereto including the regulations under 24 CFR Part 1. No person in the United States shall on the ground of race, age, color, creed, religion, national origin, sex, disability, or because he or she is a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, activity, or service provided pursuant to this Agreement.

18. **Equal Employment Opportunity**

In carrying out this Agreement, Supportive Services shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or because he or she is a disabled veteran or veteran of the Vietnam era. Supportive Services shall

Attachment: scanned_contract_9.16.24 (RES-2024-810 : Contract with Supportive Services Corporation CRS #5066)

take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, disability or because he or she is a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Supportive Services shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provision of this nondiscrimination clause. Supportive Services shall state that all qualified applicants will receive consideration for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. Supportive Services shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability or because he or she is a disabled veteran or veteran of the Vietnam era. Supportive Services shall incorporate the foregoing requirements of this paragraph in all of its contracts for work under this Agreement, except contracts for construction work or modification thereof, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for work under this Agreement.

19. **"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.**

(a) The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 75. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) Compliance with the provisions of section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued there under prior to the execution of the

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contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

20. **Obligations of Grantee with Respect to Certain Third Party Relationships.**

Supportive Services shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of this Agreement. Supportive Services shall, by contractual requirement, covenant, or other binding commitment assure the compliance on the part of any contractor, subcontract, transferee, successor in interest or other participant in the activities pursuant to this Agreement, with the lawful requirements of the Town of Amherst necessary to insure that activities pursuant to this Agreement are carried out in accordance with the Town of Amherst's assurances and certifications pursuant to the Community Development Block Grant Program, including those with respect to the assumption of environmental responsibilities of the Town of Amherst under section 104(h) of the Housing and Community Development Act of 1974.

21. **Interest of Certain Federal Officials.**

No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

22. **Interest of Members, Officers, or Employees of Grantee, Members of Local Governing Body, or Other Public Officials.**

No member, officer, or employee of Supportive Services or its designees or agents, no member of the governing body of the Town of Amherst and no other public official of the Town of Amherst who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. Supportive Services shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

Attachment: scanned_contract_9.16.24 (RES-2024-810 : Contract with Supportive Services Corporation CRS #5066)

23. **Prohibition Against Payments of Bonus or Commission.**

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining H.U.D. approval of the application for such assistance, or H.U.D. approval of applications for additional assistance, or any other approval or concurrence of H.U.D. required under this Agreement, Title I of the Housing and Community Development Act of 1974, as amended, or H.U.D. regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

24. **Nondiscrimination in Housing.**

Supportive Services shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and the H.U.D. regulations with respect thereto, and Executive Order 11063. Title VIII prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing of housing, block busting, and discriminatory advertising and makes it unlawful to deny any person access to, or membership and participation in, any multiple-listing service or real estate brokers' organization for discriminatory purposes.

25. **Hatch Act**

Supportive Services agrees that no funds provided, nor personnel employed under this Agreement, shall in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

26. **Conflict of Interest**

Supportive Services agrees to abide by the provisions of 24 CFR Part 84.42 and Part 570.611 in regards to conflicts of interest in conducting activities related to this Agreement.

27. **Funding Source Recognition**

Supportive Services shall insure recognition of the role of the Community Development Block Grant funding source in providing services through this agreement. All activities, publications and items created pursuant to this Agreement shall be labeled as to funding source.

Attachment: scanned_contract_9.16.24 (RES-2024-810 : Contract with Supportive Services Corporation CRS #5066)

28. **Lobbying & Religious Activities**

By signing this Agreement, Supportive Services certifies that no federal funds have been paid or will be paid, by or on behalf of it, to any person for lobbying activities including influencing or attempting to influence an officer or employee of any state, local or federal agency or elected office. In addition, Supportive Services agrees that funds provided under this agreement will not be utilized for inherently religious activities prohibited by 24 CFR Part 570.200(j), such as worship, religious instruction or proselytization.

29. **Compliance**

The obligation of Supportive Services to comply with the provisions of paragraph 17 through 28 of this Agreement shall inure to the benefits of the United States, H.U.D. and the Town of Amherst, any of which shall be entitled to invoke any remedies available by law to redress any breach thereof or to complete compliance therewith by Supportive Services.

Supportive Services shall, by contractual requirement, covenant, or other binding commitment assure the compliance with the above provision of the provisions of paragraph 17 through 28 of this Agreement on the part of any contractor, subcontractor, transferee, successor in interest or other participant in any activities pursuant to this Agreement.

Attachment: scanned_contract_9.16.24 (RES-2024-810 : Contract with Supportive Services Corporation CRS #5066)

SUPPORTIVE SERVICES, INC. 2024 CONTRACT

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

SUPPORTIVE SERVICES CORPORATION

By: _____
Louis Petrucci, Executive Director

PRIVATE CORPORATION ACKNOWLEDGMENT

STATE OF NEW YORK)
TOWN OF AMHERST) ss:
COUNTY OF ERIE)

On the 13th day of September in the year Two Thousand Twenty-Four, before me, the undersigned, personally appeared Louis Petrucci, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

ANITA J. WOJNIEWICZ
Notary Public, State of New York
Qualified in Erie County
My Commission Expires: 2/28/29
Reg# 01W06477018

_____
NOTARY PUBLIC

MUNICIPAL CORPORATION ACKNOWLEDGMENT

STATE OF NEW YORK)
TOWN OF AMHERST) ss:
COUNTY OF ERIE)

On the_____day of_____, in the year Two Thousand Twenty-Four, before me, the undersigned, personally appeared Brian J. Kulpa, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

Attachment: scanned_contract_9.16.24 (RES-2024-810 : Contract with Supportive Services Corporation CRS #5066)

EXHIBIT "A"

SCOPE OF SERVICES AND REPORTING REQUIREMENTS

1. Project Description

The goals of Supportive Services Corporation's Energy Conservation Program are:

a) To analyze the energy efficiency of low-income and elderly households in Erie County.

b) To determine the most efficient energy saving improvements for these households on their energy audit results.

c) To install home energy conservation materials in low-income family and elderly households in Erie County.

2. Activities to be performed (Administrative cost per unit serviced)

a) Targeted Investment Protocol System (TIPS) Audit

The TIPS Audit is a method by which energy conservation funds are directed to techniques which provide the greatest savings to investment ratio.

b) Home Weatherization

Home weatherization activities will include such things as caulking and weather stripping of doors and windows, insulating houses, and installation of storm windows.

3. Units of Activity

Progress in meeting the goals of this project will be measured as follows:

a) Number of home energy audits conducted
b) Number of job write-ups completed
c) Number of recipients certified eligible for energy conservation assistance
d) Number of households insulated

4. Staffing

Administrative, fiscal and report duties will be performed by the executive director, the fiscal manager and office manager. A project director with expertise training in construction will be responsible for supervision and managing the entire project.

All home weatherization will be completed by professional insulation subcontractors and/or in-house crews.

Attachment: scanned_contract_9.16.24 (RES-2024-810 : Contract with Supportive Services Corporation CRS #5066)

5. Recipient Eligibility

The Program shall be administered in keeping with HUD, State Department of Energy (SDOE) regulations and federal and state laws using the following guidelines:

All project activities shall be limited to households of individuals who are at or below 150% of the poverty level determined in accordance with criteria established by the Director of the Office of Management and Budget and who live in Erie County, outside the city of Buffalo.

Low-Income household will be defined by the following NYS Homes & Community Renewal guidelines:

a)

Number in Household	Income Guidelines
1	$36,420
2	$47,640
3	$58,848
4	$70,056
5	$81,264
6	$92,472

b) Or, a household which contains a member who has received cash assistance payments under Title IV or XVI of the Social Security Act or applicable state or local law during the 12-month period preceding the determination of eligibility for home energy conservation assistance.

6. Record Keeping

All records will be kept as required by New York State and will fully disclose the amount and disposition of funds, the total costs of operating the project and all records necessary for an effective audit and performance evaluation.

Supportive Services administrative and fiscal procedures mandate accurate record keeping of the actual time worked by all employees. Personnel records documenting the qualifications, salaries and work schedules of all project employees will be maintained on file by the Corporation's Personnel Unit.

Fiscal record keeping for the project will be the responsibility of the Corporation's Fiscal Unit, whose staff as the expertise and time to assist in implementing the entry accrual accounting system, which is audited by an independent accounting firm.

BUDGET

Two hundred ($200.00) administrative fee per single family residence in the Town of Amherst and eligible material cost and labor for each single-family home.

Attachment: scanned_contract_9.16.24 (RES-2024-810 : Contract with Supportive Services Corporation CRS #5066)

FY 2024 INCOME GUIDELINES & STATS CHART

Verification of household income must be supplied. To qualify, you must be under 80% of the FY 2024 median income guidelines below:

Annual Household Income – FY 2024

(Effective June 1, 2024)

Household Size	Median Income	80% AMI	50% AMI	30% AMI
1	$ 67,900	**$ 54,250**	$ 33,950	$20,350
2	$ 77,600	**$ 62,000**	$ 38,800	$23,250
3	$ 87,300	**$ 69,750**	$ 43,650	$26,150
4	$ 96,900	**$ 77,500**	$ 48,450	$29,050
5	$104,700	**$ 83,700**	$ 52,350	$31,400
6	$112,500	**$ 89,900**	$ 56,250	$33,700
7	$120,200	**$ 96,100**	$ 60,100	$36,050
8	$128,000	**$ 102,300**	$ 64,000	$38,350

HOUSEHOLD CHARACTERISTICS: Complete one line for each household assisted. One code only in each block.

# MEMBERS ASSISTED IN HOUSEHOLD	% HOUSEHOLD INCOME	RACE OF HEAD OF HOUSEHOLD *	HISPANIC Y/N	FEMALE HEAD OF HOUSEHOLD Y/N

***Race of Household**

11-Caucasian
12-African American
13-Asian
14-American Indian or Alaskan Native
15-Native Hawaiian or other Pacific Islander
16-American Indian/Alaska Native & White
17-Asian & Caucasian
18-African American & Caucasian
19-American Indian or Alaskan Native & African American
20-Other Multi-Racial

Attachment: scanned_contract_9.16.24 (RES-2024-810 : Contract with Supportive Services Corporation CRS #5066)

Consultant Minor Exposure Addendum to Contract

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Consultants or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Consultant shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Consultant its officers, agents, sub-Consultants, and/or employees as well as the negligence, active or passive, of the Consultant, its officers, agents, sub-Consultants, and/or employees.

4. Consultant shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Consultant shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Consultant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Consultant shall furnish the above insurances, including sub-Consultants' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Consultant or sub-sub Consultant shall name the Town as an additional insured on a primary and non-contributory basis.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

Attachment: scanned_contract_9.16.24 (RES-2024-810 : Contract with Supportive Services Corporation CRS #5066)

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Consultant shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.

(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.

(c) Affirmative action as required by the Labor Law.

(d) Prevention of dust hazard required by Labor Law Section 222-a.

(e) Preference in employment of persons required by Labor Law Section 222.

(f) Eight-hour workday as required by Labor Law Section 220(2).

(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.

(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Consultant, in accordance with its status as an independent Consultant, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

Attachment: scanned_contract_9.16.24 (RES-2024-810 : Contract with Supportive Services Corporation CRS #5066)

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

Supportive Services Corporation
Print Name of Company

By: _____
Louis Petrucci, Executive Director

Date: 9-13-24

Agreed to and Accepted by:

Town of Amherst
Print Name of Company

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: scanned_contract_9.16.24 (RES-2024-810 : Contract with Supportive Services Corporation CRS #5066)

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: Supportive Services Corp

Signature: [signature]

Print Name: Louis J. Petrucci

Title: Executive Director

Date: 9/13/24

Sworn To Before Me This

13th Day of September 2024

[signature]

Notary Public

ANITA J. WOLNIEWICZ
Notary Public, State of New York
Qualified in Erie County
My Commission Expires: 2/28/29

Reg# 01W04777018

Revised 4.2017

Attachment: scanned_contract_9.16.24 (RES-2024-810 : Contract with Supportive Services Corporation CRS #5066)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
SUPPORTIVE SERVICES CORPORATION
ATTN: WILLIAM SEYLER
245 ELMWOOD AVENUE
BUFFALO, NY 14222

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
716-881-6350

1c. Federal Employer Identification Number of Insured or Social Security Number
161075068

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
TOWN OF AMHERST
5583 MAIN STREET
WILLIAMSVILLE, NY 14221-5488

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL525218

3c. Policy effective period
01/01/2024 to 12/31/2024

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 1/5/2024 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note:** Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.

DB-120.1 (12-21)

DB-120.1 (12-21)

Attachment: scanned_contract_9.16.24 (RES-2024-810 : Contract with Supportive Services Corporation CRS #5066)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/ or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: scanned_contract_9.16.24 (RES-2024-810 : Contract with Supportive Services Corporation CRS #5066)

Client#: 1697561 SUPPOSER1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/21/2024

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

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

PRODUCER	CONTACT NAME: Michael Marchese
USI Insurance Services, LLC 726 Exchange St. Ste 618 Buffalo, NY 14210 716 314-2000	PHONE (A/C, No, Ext): 716 314-2052 FAX (A/C, No): E-MAIL ADDRESS: michael.marchese@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURER B : Technology Insurance Company, Inc.	42376
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Supportive Services Corporation
245 Elmwood Avenue
Buffalo, NY 14222

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	x	x	PHPK2572695015	06/30/2024	06/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $20,000 $1,000,000 $3,000,000 $3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	x	x	PHPK2572695015	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	UMBRELLA LIAB OCCUR X EXCESS LIAB X CLAIMS-MADE DED X RETENTION $10,000	x		PHUB870932015	06/30/2024	06/30/2025	EACH OCCURRENCE AGGREGATE $	$2,000,000 $2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		CPW1002074	12/31/2023	12/31/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
A	Bikt. Bus. Prop.			PHPK2572695015	06/30/2024	06/30/2025	Limit $172,224	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Operations usual to the above named insured.
Additional Insured/Waiver of Subrogation coverage shown above and marked with an X apply only when such coverage is required by written contract signed by the insured prior to a loss TO THE EXTENT COVERED BY:
GENERAL LIABILITY:
PI-GLD-HS NY 10/11 - General Liability Deluxe Endorsement: Human Services
(See Attached Descriptions)

CERTIFICATE HOLDER

Town of Amherst
5583 Main St
Williamsville, NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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TABZP

Attachment: scanned_contract_9.16.24 (RES-2024-810 : Contract with Supportive Services Corporation CRS #5066)

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (Use street address only) **Supportive Services Corporation** **245 Elmwood Ave** **Buffalo, NY 14222** Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)*	1b. Business Telephone Number of Insured **(716) 881 6350** 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured **16 1075068**
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) **TOWN OF AMHERST** **5583 Main St** **Williamsville, NY 14221**	**3a. Name of Insurance Carrier** **Technology Insurance Company Inc** **3b. Policy Number of entity listed in box "1a":** **CPW1002074** **3c. Policy effective period:** **12/31/2023 to 12/31/2024** **3d. The Proprietor, Partners or Executive Officers are: included.**

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) ***Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box"3c", whichever is earlier.***

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Michael Bonetto
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 9/13/2024
(Signature) (Date)

Title: Sr. Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: (716)314-2052

Please Note: *Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are* ***NOT*** *authorized to issue it.*

C-105.2 (9-07) www.wcb/state.ny.us

Attachment: scanned_contract_9.16.24 (RES-2024-810 : Contract with Supportive Services Corporation CRS #5066)

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 29458 **RESOLUTION 2024-811** **ADOPTED**

2024-2025 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS #5046) New York State Division of Criminal Justice Services (NYSDCJS)

TOWN BOARD AGENDA ITEM: OCTOBER 1, 2024

TO: **Town Board**

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

RE: **2024-2025 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS #5046)**
New York State Division of Criminal Justice Services (NYSDCJS)

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

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk (**Agenda Item: October 1, 2024**)

10/1/2024
Consent

FINANCIAL IMPACT:

A 3124 .03089: Grant Funding: ($100,000.00)

No Matching Funds Required

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

STATE AGENCY Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210	NYS COMPTROLLER'S NUMBER: C485050 (Contract Number) ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services
GRANTEE/CONTRACTOR: (Name & Address) Amherst, Town of 5583 Main Street Williamsville, NY 14221-5499	TYPE OF PROGRAMS: GIVE Initiative DCJS NUMBERS: GV24485050 CFDA NUMBERS:
INITIAL CONTRACT PERIOD: FROM 07/01/2024 TO 06/30/2025 FUNDING AMOUNT FROM INITIAL PERIOD: $100,000.00	AMENDED CONTRACT PERIOD: FROM TO FUNDING AMOUNT FROM AMENDED PERIOD:
TRANSACTION TYPE: New	MULTI-YEAR TERM: (if applicable): 0 1-year renewal options.
FEDERAL TAX IDENTIFICATION NO: 166002157 MUNICIPALITY NO: (if applicable) 140301900000 STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization. CHARITIES REGISTRATION NUMBER: N/A (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. N/A Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply): _X_ NYSCFG New York State Contract for Grants _X_ APPENDIX A Standard Clauses for New York State Contracts _X_ ATTACHMENT A-1 Agency Specific Terms and Conditions _X_ ATTACHMENT A-2 Program Specific Terms and Conditions __ ATTACHMENT A-3 Federally Funded Grants and Requirements Mandated by Federal Laws _X_ ATTACHMENT B Budget _X_ ATTACHMENT C Payment and Reporting Schedule _X_ ATTACHMENT D Work Plan _X_ Other (Identify)

IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.

NYS Division of Criminal Justice Services

BY: , Date:
Office of Program Development and Funding

State Agency Certification: In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract.

GRANTEE: In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ('Charities Bureau'), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

BY: Mr. Brian J. Kulpa , Town Supervisor Date:

ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____

Attachment: GIVE XI Award Contract (RES-2024-811 : 2024 GIVE Grant (CRS#5046))

Award Contract **GIVE Initiative**

Project No.	Grantee Name	
GV24-1028-D00	Amherst, Town of	08/29/2024

STATE OF NEW YORK

CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as 'Contract' or 'Agreement'), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with a grant award, the order of precedence is as follows:

1. Appendix A - Standard Clauses for New York State Contracts

2. Contract for Grants Standard Terms and Conditions

Attachment: GIVE XI Award Contract (RES-2024-811 : 2024 GIVE Grant (CRS#5046))

3. Modifications to the Face Page

4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government) *[1]*; Attachment B: Budget; Attachment C: Payment and Reporting; and Attachment D: Work Plan.

5. The Face Page

6. Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws; Attachment B: Budget; Attachment C: Payment and Reporting; and Attachment D: Work Plan.

7. Modifications to Attachment A-1: Agency Specific Terms and Conditions

8. Attachment A-1: Agency Specific Terms and Conditions

9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page.

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

[1]. For modifications required by the Federal government see Section I(M).

B. Funding: Funding for the term of the Contract shall not exceed the amount specified as 'Contract Funding Amount' on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment D (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

Attachment: GIVE XI Award Contract (RES-2024-811 : 2024 GIVE Grant (CRS#5046))

E. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.

I. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term 'litigation' shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term 'regulatory action' shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days

Attachment: GIVE XI Award Contract (RES-2024-811 : 2024 GIVE Grant (CRS#5046))

of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Laws: All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a 'Simplified Renewal Contract'). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. Renewal Notice to Not-for-Profit Contractors: The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a 'Simplified Renewal Contract.' Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ('Unusual Circumstances'), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, 'Unusual Circumstances' shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

TERMINATION AND SUSPENSION

A. Termination

1. Grounds:

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

Attachment: GIVE XI Award Contract (RES-2024-811 : 2024 GIVE Grant (CRS#5046))

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a 'Force majeure' event. For purposes of the Contract, 'Force majeure' shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

Attachment: GIVE XI Award Contract (RES-2024-811 : 2024 GIVE Grant (CRS#5046))

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to

Attachment: GIVE XI Award Contract (RES-2024-811 : 2024 GIVE Grant (CRS#5046))

be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment C (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, 'Property' is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of 'Property' the federal awarding Agency definitions will apply.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.

b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

Attachment: GIVE XI Award Contract (RES-2024-811 : 2024 GIVE Grant (CRS#5046))

c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.

d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase 'useful life' is defined in Internal Revenue Code §1.169-2).

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records,

Attachment: GIVE XI Award Contract (RES-2024-811 : 2024 GIVE Grant (CRS#5046))

documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records)

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00am until 5:00pm, Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality:

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ('Confidential Information') for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any

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subcontractor's staff with regard to Confidential Information and shall ensure that they meet obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Contractor agrees that, as between the Parties, all Confidential Information in its possession obtained in connection with the services or work hereunder is at all times the sole property of the State.

6. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

7. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, 'Publicity' includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York, and if funded with Federal funds, the applicable Federal funding agency; and

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b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) calendar day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgements and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the 'Accessibility Policy'). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.

2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is

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available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

January 2024

Certified by - on

Attachment: GIVE XI Award Contract (RES-2024-811 : 2024 GIVE Grant (CRS#5046))

Award Contract **GIVE Initiative**

Project No.	Grantee Name	
GV24-1028-D00	Amherst, Town of	08/29/2024

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR YOUR REFERENCE.

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment, or other agreement of any kind (hereinafter, 'the contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1.EXECUTORY CLAUSE In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2.NON-ASSIGNMENT CLAUSE In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3.COMPTROLLER'S APPROVAL In accordance with Section 112 of the State Finance Law, if this contract exceeds $50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts led by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed $125,000, and when a purchase order or other procurement transaction issued under such centralized

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contract exceeds $200,000.

4.WORKERS' COMPENSATION BENEFITS In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5.NON-DISCRIMINATION REQUIREMENTS To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6.WAGE AND HOURS PROVISIONS If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and is subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State and any State approved sums due and owning for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATIONS In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8.INTERNATIONAL BOYCOTT PROHIBITION In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations under the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9.SET-OFF RIGHTS The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's opinion to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the

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State Comptroller.

10.RECORDS The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the 'Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Status is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11.IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number of numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number of numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods and services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable to State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12.EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and be signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmation action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of '(a), (b) and (c)' above, in every subcontract over $25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13.CONFLICTING TERMS In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14.GOVERNING LAW This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15.LATE PAYMENT Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16.NO ARBITRATION Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17.SERVICE OF PROCESS In addition to the methods of service allowed by the State Civil Practice Law & Rules ('CPLR'), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18.PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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19.MACBRIDE FAIR EMPLOYMENT PRINCIPLES In accordance with the MacBride Fair Employment Principles (Chapter 807) of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20.OMNIBUS PROCUREMENT ACT OF 1992. If is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
Telephone: 646-846-7364
email:mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of

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this contract and agrees to cooperate with the State in these efforts.

21.RECIPROCITY AND SANCTIONS PROVISIONS Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22.COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23.COMPLIANCE WITH CONSULTANT DISCLOSURE LAW If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163(4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24.PROCUREMENT LOBBYING To the extent this agreement is a 'procurement contract' as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25.CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26.IRAN DIVESTMENT ACT By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the 'Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012' ('Prohibited Entities List') posted at https://ogs.ny.gov/iran-divestment-act-2012

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond.If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing

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sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27.ADMISSIBILITY OF REPRODUCTION OF CONTRACT Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceedings or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

February 2024

Certified by - on

Attachment: GIVE XI Award Contract (RES-2024-811 : 2024 GIVE Grant (CRS#5046))

Award Contract **GIVE Initiative**

Project No.	Grantee Name	
GV24-1028-D00	Amherst, Town of	08/29/2024

ATTACHMENT A-1, AGENCY SPECIFIC TERMS AND CONDITIONS

I. Designees

A. The designated Program Office, for the purpose of notice as referenced in the New York State Contract for Grants (hereinafter, Contract), Section I(G) shall be

NYS Division of Criminal Justice Services (DCJS)

Office of Program Development and Funding

80 S. Swan St.

Albany, NY 12210

B. For the purpose of refunds as referenced in the Attachment C, Payment and Reporting, Section(C)(1)(2), refunds shall be submitted to:

NYS Division of Criminal Justice Services (DCJS)

Office of Budget and Finance, Grants Unit

80 S. Swan St.

Albany, NY 12210

C. The Contractor's Designee, for the purpose of notice as referenced in the New York State Contract for Grants (hereinafter Contract), Section I(G), shall be the same as indicated on the Face Page of the Contract.

II. Contractual Obligations

The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation, unless otherwise approved in writing by both parties' signatories or their designees.

III. Budget Amendments

Budget amendments for expenditure-based contracts are governed in accordance with Section I(D) of the Contract and also as follows:

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Requests for any budget modifications shall be made in writing by an authorized representative of the Contractor and must be approved in writing by DCJS.

A. For contracts with a total value of $200,000 or less, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than ten percent.

B. For contracts with a total value greater than $200,000, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than five percent.

For budget modifications involving amounts above the thresholds established in the paragraphs above, including multiple budget modifications that cumulatively exceed the thresholds provided above, a budget amendment setting forth the proposed new budget will be required to be submitted and approved within the applicable state grants management system before the next payment will be approved.

Any other budget changes not covered in paragraphs A. or B. (above), such as modifications within budget cost categories or changes in the number, title, job duties or rate of remuneration of project staff or changes under the thresholds for a formal amendment, shall be requested by the Contractor and approved via email by DCJS. Such approval shall be retained by the Contractor. DCJS reserves the right to require a formal budget amendment to be submitted and approved within the applicable state grants management system when deemed to be in the best interest of the State.

C. Grant Amendment Requests (GAR) for Performance-Based Contracts

For performance-based contracts, the Contractor shall request reallocations of milestones from the state DCJS Office of Program Development and Funding (OPDF) within 30 days of the close of each contract quarter, or no later than 45 calendar days after the end of the last quarter of a contract budget term, to adjust any milestones and/or outcomes to reflect actual achievements. If the reallocation request is approved, the reimbursement will be at the agreed upon cost for the milestones and/or outcomes, and shall not exceed the total maximum award amount delineated in the contract for such contract budget term. The reallocation request must also include the completed Grant Amendment Request (GAR) form. The Contractor may request from OPDF within the aforementioned 45 day period an extension of the GAR submission period due to extenuating circumstances. DCJS reserves the right to deny all or part of a GAR reallocation and/or extension request.

IV. Time and Effort Reporting

The Contractor shall maintain specific documentation as support for project related personal service costs. For all Contractor's staff whose salaries are paid in whole or in part from grant funds provided under this. Contract, the Contractor shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher-level position at the end of each time reporting period.

V. Space Rental

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Space rental provided by this Contract shall be supported by a written lease or other related, DCJS-approved documentation, maintained on file, and made available by the Contractor upon request.

VI. Employment of a Consultant

The Contractor's employment of a consultant shall be supported by a written agreement executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement shall be submitted to DCJS and uploaded into the applicable state grants management system no later than the due date of the second quarterly progress report unless otherwise approved by DCJS. All consultant services shall be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written agreements, and documentation justifying the cost and selection of the consultant. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed $650 for an eight-hour day or $81.25 per hour (not including travel and subsistence costs). A rate exceeding $650 per eight-hour day or $81.25 per hour requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

B. Procurement of a consultant shall be undertaken consistent with the procedures outlined in Section VII of this Attachment.

C. A Contractor who proposes to obtain consultant services from a vendor without competitive bidding, shall obtain the prior written approval of DCJS. The request for approval shall be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services shall be in accordance with the guidelines, bulletins, and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice and/or any applicable state or federal agency. DCJS' approval shall be retained by the Contractor and submitted upon request.

D. Notwithstanding the provisions of this section, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all supporting documentation identifying the criminal matter involved, services provided, time commitment and schedule shall be retained by the Contractor and submitted upon request.

VII. Procurement

All procurements shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

A. A Contractor that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

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B. A Contractor that is a not-for-profit organization shall make all procurements as noted below:

1. If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

2. A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to $999 at its discretion.

3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $1,000 and $4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.

4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $5,000 and $9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

C. A Contractor that is a state entity shall make all procurements in accordance with State Finance Law Article 11, and any other applicable laws and/or regulations.

D. A Contractor spending in aggregate of $10,000 and above must use a competitive bidding process. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process. Further guidance may be obtained from DCJS.

E. Any Contractor who proposes to purchase from a vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval shall be retained by the Contractor and submitted upon request.

VIII. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements and Procedures (state-funded grants only)

A. General Provisions

1. The Division of Criminal Justice Services (DCJS) is required to implement the provisions of New York State Executive Law Article 15-A and 5NYCRR Parts 142-144 (MWBE Regulations) for all state Contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

2. The Contractor to the subject Contract (the Contractor and the Contract, respectively) agrees, in addition to any other

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nondiscrimination provision of the Contract and at no additional cost to the DCJS, to fully comply and cooperate with the DCJS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (EEO) and contracting opportunities for certified minority and women-owned business enterprises (MWBEs). Contractor's demonstration of good faith efforts pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the Human Rights Law) or other applicable federal, state or local laws.

3. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VIII(G) of this Attachment or enforcement proceedings as allowed by the Contract.

B. Contract Goals

1. For purposes of this Contract, DCJS has established an overall goal of 30% for Minority and Women-Owned Business Enterprises (MWBE) participation which are specified as part of the Contract on the Local Assistance MWBE Sub-Contractor Supplier Utilization Form 3301.

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the Contract workplan hereof, the Contractor shall reference the directory of New York State Certified MWBEs found at the following internet address: https://ny.newnycontracts.com. Additionally, Contractor is encouraged to contact the Division of Minority and Women's Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.

3. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DCJS for liquidated or other appropriate damages, as set forth herein.

C. Equal Employment Opportunity (EEO)

1. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economics Development (the Division). If any of these terms or provisions conflict with applicable laws or regulations, such laws and regulations shall supersede these requirements.

2. Contractor shall comply with the following provisions of Article 15-A:

a. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

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b. The Contractor agrees to the EEO Policy Statement as provided below, or if the Contractor or Subcontractor has its own EEO Policy Statement, it should include the following or similar language:

i. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

ii. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

iii. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

iv. The Contractor will include the provisions of (i.) through (iii.) above and Paragraph 5 of the Appendix A, Standard Clauses for New York State Contracts which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

3. Staffing Plan

To ensure compliance with this Section, the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form is required for contracts with a total expenditure in excess of $250,000. The Contractor shall submit the staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the Contract.

4. Workforce Employment Utilization Report

a. If the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form is required, once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DCJS of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DCJS during the term of the Contract, for the purpose of reporting the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

b. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

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c. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

5. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

D. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the Contract.

2. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the Contract workplan.

3. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DCJS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

E. Waivers

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, DCJS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

2. If DCJS, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, DCJS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals

F. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to DCJS over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

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G. Liquidated Damages - MWBE Participation

1. Where DCJS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of contract and DCJS may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

2. Such liquidated damages shall be calculated as an amount equaling the difference between:

a. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

b. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

3. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DCJS, Contractor shall pay such liquidated damages to the DCJS within thirty (30) days after they are assessed by the DCJS unless prior to the expiration of such thirtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DCJS.

H. M/WBE and EEO Policy Statement

The Contractor agrees to adopt the following policies with respect to the project being developed or services rendered in this Contract with the Division of Criminal Justice Services:

1. **M/WBE**

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participation goals set by the State for that area in which the State-funded project is located, by taking the following steps:

a. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

b. Request a list of State-certified M/WBEs from the Division of Minority and Women's Business Development and solicit bids from them directly.

c. Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

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d. Where feasible, divide the work into smaller portions to enhance participation by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

e. Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

f. Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

2. **EEO**

a. This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

b. This organization shall state in all solicitation or advertisements for employees that in the performance of the Contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability or marital state.

c. At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

d. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

e. This organization will include the provisions of sections (a.) through (d.) above in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this Contract.

IX. Equipment Inventory

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Applicable equipment purchased with funds provided by this Contract as listed in Attachment B or B-1, shall be assigned a unique inventory number. The Contractor shall list all equipment purchased with such funds on the Equipment Inventory Form and attach it in the applicable state grants management system at the time the last program progress report is filed or sooner. Items of equipment costing less than $500 do not need to be listed on the Equipment Inventory Form although the Contractor is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Contractor, DCJS will permit continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a public safety program, unless otherwise notified by DCJS.

X. Accounting and Audits

A. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures.

B. In addition to all other contract terms and conditions contained herein, performance-based Contractors must be able to document that they expended at least 90% of their program operating budget on program expenses specific to the contracted program. Any short-fall in documented expenditures below the 90% threshold will be subject to recoupment by DCJS.

C. If the Contractor receives funding from two or more sources, all necessary steps shall be taken to ensure that grant funds are not co-mingled with any other grantee funds, and that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts.

D. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

E. Contractor agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

F. This Contract may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Contract. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by any applicable Federal, State, and DCJS guidelines.

XI. Non-Compliance

DCJS reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant contracts between the Contractor and DCJS or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgement, the services provided by the Contractor under the Contract are unsatisfactory or untimely. DCJS shall provide the Contractor with written notice of noncompliance. Upon the Contractor's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract. DCJS reserves the right to use approved grant related

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expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with the terms of the Contract.

XII. Program Income

Program income is gross income earned by the Contractor that is directly generated by a supported activity or earned as a result of the grant award during the period of performance. Program income earned by the Contractor during the funding period as a direct result of the grant award shall be reported in writing to DCJS in a manner or format prescribed by DCJS, in addition to any other applicable reporting requirements. This includes income received from seized and forfeited assets, cash, the sale of grant purchased property, royalties, fees for services, and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Attachment D. The Contractor shall report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated using these grant funds shall be used to enhance the grant project.

XIII. Lapsing Appropriations

Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

XIV. Refunds

If at the end of this Contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Contractor, the Contractor shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Budget and Finance at the address in Section I.(B) of this Attachment with its final fiscal cost report by the last day of the month following the end of the contract period.

XV. Limit on Overtime Earnings

If Attachment B, Expenditure Based Budget, makes provisions for overtime payment, the Contractor shall limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Contract. Prior written approval from DCJS is required for overtime charges in excess of the 25 percent (25%) limit. A copy of DCJS' written approval shall be retained by the Contractor and submitted upon request.

XVI. Subawards/Subcontractors

None of the goals, objectives or tasks set forth in Attachment D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application in the applicable grants management system, DCJS' approval is deemed given, if these activities are funded as proposed.

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If this Contract makes provisions for the Contractor to subaward funds to other recipients, the Contractor agrees that all subcontractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of any subcontractor.

The Contractor agrees that all subcontractor arrangements shall be formalized in writing between the parties involved; and shall include at a minimum:

* Activities to be performed;

* Time schedule;

* Project policies;

* Other policies and procedures to be followed;

* Dollar limitation of the agreement;

* New York State Contract for Grants, Appendix A-Standard Clauses for New York State Contracts, Attachment A-1, Attachment A-2, Attachment A-3 (if applicable), Attachment C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension (if applicable) and any special conditions set forth in Appendix D of the Contract; and

* Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Contractor will not be reimbursed for subgranted funds unless all expenditures by a subcontractor are listed on applicable forms. Backup documentation for such expenditures shall be made available upon request. All expenditures shall be programmatically consistent with the goals and objectives of this Contract and with the financial plan set forth in Attachment B or B-1.

XVII. Work Product Ownership and Distribution/DCJS Logo

Any work products developed under this Contract by the Contractor shall be the exclusive property of DCJS and Contractor may not assert a copyright to any work products developed. Any work products shall not be disseminated by any means, in whole or in part, unless express written permission in advance is granted by the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and Contractor adheres to any conditions or limitations with respect to usage. Where Contractor uses their pre-existing materials in connection with this Contract, DCJS may use any said material, in whole or in part, with proper attribution to the Contractor.

No materials or presentations resulting from Contract activities nor any Contractor's website or social platform may use the DCJS logo in any form without the prior written approval from the Executive Deputy Commissioner of DCJS or his/her

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designee. Requests for such approval shall be submitted in writing to the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and/or DCJS General Counsel at least thirty (30) calendar days before requested use. DCJS' determination of any requests shall be made on a case-by-case basis.

XVIII. Delayed Implementation

Contractor agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report in writing to the DCJS Office of Program Development and Funding (OPDF) the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Contractor will submit a second written report to OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

XIX. Changes at the Discretion of DCJS

This Contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Division of Criminal Justice Services.

XX. Non-Supplanting

The Contractor shall not deliberately reduce funds available for a stated purpose because of the availability of funds under this grant. Funds shall be used to supplement, not supplant, non-Federal funds that would otherwise be available for grant activities. Additionally, a grantee may not reduce State, local, or other non-Federal funds that have been allocated for such permissible activity because Federal funds are available (or expected to be available) to fund that same activity. State and Federal funds must be used to supplement existing State, local or other funds for program activities. Non-supplanting does not apply to grants made with State funds where DCJS receives a Legislative Initiative Form (LIF) from the State Legislature.

XXI. SAFETNet

The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered county or municipal government agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the county or municipal government agency agrees to participate the Upstate New York State Intelligence Center (NYSIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

XXII. Compliance with New York State Policies and Standards

All information management software which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with all applicable New York State Office of Information Technology Services security policies and related standards located at: https://its.ny.gov/policies

Attachment: GIVE XI Award Contract (RES-2024-811 : 2024 GIVE Grant (CRS#5046))

In addition, all such information management software and/or hardware which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with established DCJS standards as outlined in the following documents:

A. New York State Criminal Justice Electronic Biometric Transmission Standard

B. New York State Standard Practices for the Processing of Fingerprintable Criminal Cases.

C. New York State Standard Practices for Fingerprinting Juveniles.

The latest versions of these documents referenced above can be accessed on the DCJS website at:

http://criminaljustice.ny.gov/advtech/ebts.pdf

http://www.criminaljustice.ny.gov/stdpractices/main_menu.htm

http://www.criminaljustice.ny.gov/stdpractices/jj-stdpractices/jj-full-manual.pdf

or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

XXIII. IJPortal

Contractors who are law enforcement agencies shall enroll as a user of the Integrated Justice Portal (IJPortal) and make use of the IJPortal services as applicable.

XXIV. DCJSContact Directory

Contractor shall enroll as applicable in the DCJSContact Directory established and administered by the Division of Criminal Justice Services. DCJSContact is a free-of-charge statewide email directory used to alert the law enforcement community to the availability of free law enforcement training courses and materials, legal updates, and officer safety bulletins, among others. Information regarding enrollment in the DCJSContact Directory can be obtained by accessing the enrollment form at https://www.criminaljustice.ny.gov/ojis/DCJSContact.htm

XXV. Incident-Based Reporting (IBR)/UCR Data Entry Interface

Incident-Based Reporting (IBR) agencies are required to use the IJPortal IBR Submission interface to upload their monthly NYSIBR extract file, and the IJPortal UCR Data Entry Interface to submit their monthly Hate Crime and Law Enforcement

Attachment: GIVE XI Award Contract (RES-2024-811 : 2024 GIVE Grant (CRS#5046))

Officers Killed or Assaulted (LEOKA) reports.

Summary (UCR) reporting agencies are required to use the IJPortal UCR Data Entry Interface to submit all monthly UCR reports including the Return A (Monthly Offenses known to Police), Arrests of Persons 18 and Over, Arrests of Persons Under 18, Supplemental Homicide Report (SHR), Arson, Hate Crime, and the Law Enforcement Officers Killed or Assaulted (LEOKA).

Law enforcement agencies are required to submit all monthly crime reports to DCJS through the Integrated Justice Portal (IJPortal) IBR/USR Reporting Interface within 30 calendar days after the close of the reporting period. Failure to submit this information may result in grant funds being withheld.

Instructions for accessing and submitting crime reports through the IJPortal can be found at: https://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf

All law enforcement agencies shall stay current with their monthly submissions. When the police department is unable to submit the data within 30 days, the Chief shall submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

Law enforcement agencies shall submit full UCR Part 1 crime reports, including supplemental homicide reports, to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting System (IBR). Quick Reports will not be accepted. Failure to submit this information may result in grant funds being withheld.

UCR agencies shall fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found on-line at: https://www.criminaljustice.ny.gov/ojis/dir_training.htm. Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of the IBR file.

XXVI. Publications

The Contractor will submit to DCJS for review all proposed publications (written, visual or audio) prior to their public release. Any such publications shall contain the following statement: 'This project is supported by a grant from the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.'

XXVII. Sexual Harassment Prevention Policy Certification

As of January 1, 2019, bidders on procurements subject to competitive bidding in New York State, are required to submit a certification with every bid that states they have a policy addressing sexual harassment prevention and that they provide sexual harassment training to all employees on an annual basis.

Attachment: GIVE XI Award Contract (RES-2024-811 : 2024 GIVE Grant (CRS#5046))

13.Q.1.a

Pursuant to State Finance Law §139-l, bidders responding to a competitively bid Request for Proposal (RFP), must certify that by submission of their bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Bidders that do not certify will not be considered for award; provided however, that if the bidder cannot make the certification the bidder provides a signed statement with their bid detailing the reasons why the certification cannot be made.

In addition, requiring this certification for competitively bid RFPs, DCJS has included this requirement for all grantees receiving funds from DCJS. Grantees must provide certification that they have implemented a written policy addressing sexual harassment prevention in the workplace and that they provide annual sexual harassment prevention training to all of its employees.

The certification form described above is available at https://www.criminaljustice.ny.gov/ofpa/applcntgrntfrms.html and is required from grantees as part of the submission in the applicable state grants management system.

February 2024

Certified by - on

Attachment: GIVE XI Award Contract (RES-2024-811 : 2024 GIVE Grant (CRS#5046))

Award Contract **GIVE Initiative**

Project No.	Grantee Name	
GV24-1028-D00	Amherst, Town of	08/29/2024

Attachment A-2, PROGRAM SPECIFIC TERMS AND CONDITIONS:

The following terms and conditions apply only to the Contractors receiving funds under the identified program:

County Re-entry Task Force (CRTFs)

The Contractor agrees that, as part of DCJS' crime reduction strategy initiatives, each County Re-entry Task Force will develop a formal interactive relationship with other crime reduction strategies in their county.

The Contractor must work towards the development of a comprehensive array of reentry services within the county to ensure that the individual needs of all returning individuals can be appropriately addressed. The Contractor shall review all services proposed by subcontractors for compliance with evidence-based practices.

In addition to services designed to meet the basic needs of returning persons, the Contractor will ensure that the county's network of services include those that address criminogenic needs, have been evaluated for effectiveness in achieving their desired outcomes, and comport with evidence-based interventions for people who have offended. Examples include, but are not limited to, the provision of Thinking for a Change (T4C) and Offender Workforce Development Specialist (OWDS) Programming which may be evaluated as part of the Contract with the Contractor.

Crimes Against Revenue Program (CARP)

The Contractor, in cooperation with DCJS, the Department of Taxation and Finance (DTF) and/or any other state agencies where applicable, will publicize noteworthy prosecutions to promote deterrence.

The Contractor shall enter into a signed Memorandum of Understanding (MOU) with DTF and other agencies if appropriate, to set forth roles, responsibilities and coordination between the parties with respect to the investigation and prosecution of tax crimes and other fraud that can adversely affect governmental revenues.

Gun Involved Violence Elimination (GIVE) Initiative

The Contractor agrees that if funding is being provided for the implementation of any other DCJS crime reduction strategies within the same jurisdiction, the implementing agency will coordinate their GIVE strategy with those other initiatives.

Participating agencies receiving funding through the GIVE Initiative will be required to participate in a GIVE program evaluation. This may require agencies to provide DCJS or its contractors with data and information relating to jurisdictional GIVE operations, initiatives, and enforcement efforts.

Attachment: GIVE XI Award Contract (RES-2024-811 : 2024 GIVE Grant (CRS#5046))

The Contractor agrees to comply with all program requirements including those outlined within the GIVE Guidance Document.

Participating law enforcement agencies receiving GIVE funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition of the federal Violence Against Women Act.

Participating police departments will attend monthly meetings, at a minimum, with the SNUG program manager or his/her designee and regional crime analysts to discuss firearms related crime, gang activity, and violence. Meeting frequency may be increased at the discretion of DCJS based on shootings, homicides, and the incidence of violent crime within a jurisdiction.

Participating police departments will develop writing protocols detailing established procedures to notify the SNUG program manager or his/her designee of all shootings and/or homicides within 24 hours of each incident. The written procedures must be submitted to DCJS with the first Quarterly Progress Report.

Participating police departments will provide DCJS an annual report detailing a year-to-year comparison of shootings and homicides for the current GIVE Contract period and the two preceding GIVE Contract periods for the target area(s) and the entire city. This annual comprehensive report will be due on the last day of the month following the expiration date of the Contract.

Motor Vehicle Theft and Insurance Fraud (MVTIF) Program

The Contractor shall expend funds in a manner that is consistent with the MVT/MVIF Plans of Operation.

New York State Defenders Association (NYSDA)

Any income, including interest, arising from state funds paid to the NYSDA shall be used to pay for the cost or expansion of tasks to be performed as part of the NYSDA's programs or projects, provided that all such income shall first be used to reimburse the NYSDA for monies expended from its general fund to support the Backup Center services.

Whenever possible, the NYSDA and its employees shall seek state rates for travel, meals, and lodging. Where such rates are not obtainable, NYSDA employees must provide three quotes demonstrating reasonableness of price for alternate travel, meals, and lodging, except when seeking lodging at the venue of a conference essential to the NYSDA program. In which case the NYSDA shall document the conference arrangements and rates for travel, meals, and lodging.

Upon DCJS request, the NYSDA will arrange for DCJS personnel to attend the NYSDA trainings and conferences offered for the purposes of program and contract monitoring. The parties of this Contract understand that nothing in this Contract shall be construed to preclude or impair the right of the NYSDA attorneys to act in the best interest of their clients. In providing access to records and submitting reports required pursuant to the provisions of this Contract, the NYSDA shall, in accordance with its professional responsibility under the New York Rules of Professional Conduct (see 22 NYCRR Pt. 1200), protect the confidences and secrets of its clients, including the clients of the attorneys to whom the NYSDA provided assistance or services. No record or report shall be deemed deficient because of the omission of information, the provision of which would result in the disclosure of any such confidences or secrets or would otherwise compromise the interest of any

Attachment: GIVE XI Award Contract (RES-2024-811 : 2024 GIVE Grant (CRS#5046))

client.

In serving as the Public Defense Backup Center and a clearing house for information relating to the provision of public defense services, NYSDA will review, assess, and analyze the public defense system and advance the rights and interests of public defense clients and public defense attorneys.

February 2024
Certified by - on

Attachment: GIVE XI Award Contract (RES-2024-811 : 2024 GIVE Grant (CRS#5046))

Award Contract **GIVE Initiative**

Project No.	Grantee Name	
GV24-1028-D00	Amherst, Town of	08/29/2024

ATTACHMENT B - Budget Summary by Participant

Amherst, Town of
Amherst Town Police Department - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Hot Spot/directed Patrol OT	1	$32,000.00	$32,000.00	$32,000.00	$0.00
Justification: OT for HS & DP						
2	Training OT	1	$1,000.00	$1,000.00	$1,000.00	$0.00
Justification: OT for Officers in training status						
Total				$33,000.00	$33,000.00	$0.00

#	Supplies	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Youth & Community Engagement Supplies	1	$2,000.00	$2,000.00	$2,000.00	$0.00
Justification: supplies for Youth & Community Engagement events						
Total				$2,000.00	$2,000.00	$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Travel & Training	1	$2,000.00	$2,000.00	$2,000.00	$0.00
Justification: Travel & Training costs						
Total				$2,000.00	$2,000.00	$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Flock LPR Including Subscription	1	$63,000.00	$63,000.00	$63,000.00	$0.00
Justification: LPR cameras and service subscription						
Total				$63,000.00	$63,000.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$100,000.00	$100,000.00	$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$100,000.00	$100,000.00	$0.00

Attachment: GIVE XI Award Contract (RES-2024-811 : 2024 GIVE Grant (CRS#5046))

Award Contract **GIVE Initiative**

Project No.	Grantee Name	
GV24-1028-D00	Amherst, Town of	08/29/2024

ATTACHMENT D - Work Plan

Goal

The goal of the Gun Involved Violence Elimination (GIVE) Initiative is the elimination of shootings and homicides, or violent crime where applicable, through the integrated use of evidence-based strategies that are incorporated into the four core elements of GIVE: People, Places, Alignment, and Engagement.

Objective #1

The Amherst PD will implement the agency¿s selected GIVE strategies, compile information on each partner¿s strategy implementation efforts and complete the GIVE Monitoring Tool quarterly requirement. The final combined report must be emailed to lesau@dcjs.ny.gov.

Task #1 for Objective #1

Complete the GIVE Monitoring tool quarterly requirement for each strategy (if applicable).

#	Performance Measure
1	Submission of GIVE Monitoring tool quarterly requirement for each strategy (if applicable) and emailed to lesau@dcjs.ny.gov

Objective #2

The Amherst PD will complete the GIVE Tracker for all overtime details that use GIVE funding. The tracker shall be uploaded directly into the quarterly GIVE Monitoring Tool as an attachment and emailed to lesau@dcjs.ny.gov.

Task #1 for Objective #2

Complete a copy of the GIVE Tracker.

#	Performance Measure
1	GIVE Tracker upload to GIVE Monitoring tool and emailed to lesau@dcjs.ny.gov .

Objective #3

To implement the provisions of NYS Exec. Law Article 15-A and 5 NYCRR Parts 142-144 Minority and Women-Owned Business Enterprise Regulations (MWBE) by providing meaningful participation by NYS Certified MWBEs, defined as subcontractors or suppliers.

Task #1 for Objective #3

Utilize good faith efforts, pursuant to 5 NYCRR §142.8 of the New York State Executive Law Article 15-A, to meet the maximum feasible portion of the organization's established MWBE goals.

#	Performance Measure
1	What percent of your established Minority and Women Business Enterprise goal have you met to date?

Attachment: GIVE XI Award Contract (RES-2024-811 : 2024 GIVE Grant (CRS#5046))

Award Contract **GIVE Initiative**

Project No.	Grantee Name	
GV24-1028-D00	Amherst, Town of	08/29/2024

ATTACHMENT C PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.

4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.

5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.

7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

Attachment: GIVE XI Award Contract (RES-2024-811 : 2024 GIVE Grant (CRS#5046))

9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

10. All obligations must be incurred prior to the end of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal Funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ('CFR'). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirements

Claim	Claim Type	Report Period	Due Date

Attachment: GIVE XI Award Contract (RES-2024-811 : 2024 GIVE Grant (CRS#5046))

1	Quarterly Reimbursement	Quarter 1	30 days after the end of the quarter
2	Quarterly Reimbursement	Quarter 2	30 days after the end of the quarter
3	Quarterly Reimbursement	Quarter 3	30 days after the end of the quarter
4	Quarterly Reimbursement	Quarter 4	30 days after the end of the quarter

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

* For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and and practices shall be subject to approval of the State.

* For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payments shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the forth quarter of the current contract year to pay the scheduled payment of the next contract year.

9. If the Expenditure Based Budget is used in Attachment B and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

____ Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end

Attachment: GIVE XI Award Contract (RES-2024-811 : 2024 GIVE Grant (CRS#5046))

or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency.

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., performed, training sessions conducted, etc.).

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment D (Work Plan).

4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Report Requirements below.

Schedule B: Progress Reporting Requirements

Period 1

Progress Report	Report Type	Report Period	Due Date
1	Quarterly Progress Report	Quarter 1	30 days after the end of the quarter
2	Quarterly Progress Report	Quarter 2	30 days after the end of the quarter
3	Quarterly Progress Report	Quarter 3	30 days after the end of the quarter
4	Quarterly Progress Report	Quarter 4	30 days after the end of the quarter

E. Special Payment and Reporting Provisions

For All Grantees:

Attachment: GIVE XI Award Contract (RES-2024-811 : 2024 GIVE Grant (CRS#5046))

All requests for reimbursement must reflect actual costs that have been incurred for goods or services that were received by the Contractor during the contract period, or alternatively, the number of milestones achieved during the contract period for performance-based contracts. A purchase order issued without receipt of the items or services is not eligible for reimbursement. Goods or services ordered but not received during the contract period are not eligible for reimbursement. Additionally, the Contractor must have paid for the goods or services in order to be eligible for reimbursement.

1. Contractors must submit all required fiscal reports, support documentation and program progress reports as required under Section D. Failure to meet these requirements may result in rejection of the associated voucher, placement of a stop payment or withholding of funds. Final vouchers and required reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

2. If an advance was approved and a contract renewal is permitted, this serves as notification to contractors that advances shall not be automatically renewed. If an advance in subsequent renewal periods is requested, supporting documentation in a manner prescribed by the State Agency is required. The State Agency at its sole discretion shall be determined if a subsequent advance is supported. Nothing in this agreement shall require any advance during subsequent renewal periods simply because an advance was approved in the initial or prior contract term.

3. Vouchers (Claims for Payment) shall be submitted in a format acceptable to the State Agency and the Office of the State Comptroller (see http://www.criminaljustice.ny.gov/ofpa/applcntgrntfrms.html). All required reports, such as Fiscal Cost Reports and Detailed Itemization Forms, must be prepared quarterly consistent with provisions in this Attachment. Prior period adjustments shall be reported in the same accounting period that the correction was made. **Requests for payments must be accompanied by adequate supporting documentation as determined by the State Agency.**

4. All submitted vouchers shall reflect the Contractor's actual disbursements and be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required - or by milestone achievements for performance-based contracts - and a fiscal cost report for the reporting period. Timely, properly completed and signed vouchers and fiscal cost reports, as well as detailed itemization forms with supporting documentation as required, shall be submitted to:

DCJSGrantsUnitVoucherSubmittal@DCJS.NY.Gov

The State Agency reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, the State Agency in its sole discretion, may reduce the voucher payment by the amount disallowed.

5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services as described above. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. The Contractor must notify the Office of Financial Services in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment interest.

July 2024

Certified by - on

Attachment: GIVE XI Award Contract (RES-2024-811 : 2024 GIVE Grant (CRS#5046))

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 29469 **RESOLUTION 2024-812** **ADOPTED**

Acceptance of Donation to Police Department

TOWN BOARD AGENDA ITEM: OCTOBER 1, 2024

TO: **Town Board**

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

RE: **Acceptance of Donation to Police Department**

Kindly adopt a resolution authorizing the Supervisor to accept the donation of a Community Engagement & Support Canine for the Police Department's use within the Department and the Community.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk (**Agenda Item: October 1, 2024**)

10/1/2024
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0.

FINANCIAL IMPACT:

None for the purposes of this resolution

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29482 **RESOLUTION 2024-813** **ADOPTED**

Payment Authorization County Line Stone Co., Inc.

The Engineering Department - Sewer Maintenance Division is requesting the Town Board authorize payment to County Line Stone Co. for invoices 6925 and 6486 in the amount of $6,223.88. These invoices pertain to the procurement of Stone 1" Roc (Crusher Run 1), which we acquired from County Line in August. Although Holcim was the awarded contract bidder, they were unable to fulfill our specific stone requirements. As a result, we had no choice but to turn to County Line to meet our needs promptly and effectively.

Funding for this purchase is available in account G9000-4330.

Thank you for considering this request.

10/1/2024
Consent

FINANCIAL IMPACT:

Funding for this purchase is available in account G9000-4330-the Town Board authorize payment to County Line Stone Co. for invoices 6925 and 6486 in the amount of $6,223.88

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

Reberholt,Vaishali

From: Goldstein, Noemi
Sent: Wednesday, September 18, 2024 10:48 AM
To: Reberholt,Vaishali
Subject: FW: 1" ROC unavailable at Holcim Lockport Quarry

From: Princess, Brian <bprincess@amherst.ny.us>
Sent: Monday, August 26, 2024 12:00 PM
To: Goldstein, Noemi <ngoldstein@amherst.ny.us>
Subject: FW: 1" ROC unavailable at Holcim Lockport Quarry

FYI

From: Sullivan, James <JSullivan@amherst.ny.us>
Sent: Monday, August 5, 2024 9:09 AM
To: Princess, Brian <bprincess@amherst.ny.us>
Subject: FW: 1" ROC unavailable at Holcim Lockport Quarry

From: Douglas LEWANDOWSKI <doug.lewandowski@holcim.com>
Sent: Monday, August 5, 2024 8:28 AM
To: Sullivan, James <JSullivan@amherst.ny.us>
Cc: John NORTON <john.norton@holcim.com>
Subject: 1" ROC unavailable at Holcim Lockport Quarry

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 apologize but Holcim's Lockport location is out of 1" ROC for the unforeseeable future. As soon as we are able to switch over and make 1" ROC we will let you know.

Douglas LEWANDOWSKI
Asphalt Production Coordinator
Northeast & Great Lakes Regions
Holcim US

75 Pineview Drive Suite 100
Amherst, NY, 14228
United States
Phone 716-505-5340
Mobile 716-628-1833
Fax 716-505-5352
doug.lewandowski@holcim.com

Attachment: Holcim Email- County Line Purchase (RES-2024-813 : Payment Authorization)

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29483 **RESOLUTION 2024-814** **ADOPTED**

Contract Extension - Bid 2023046 – Calcium Nitrate Thatcher Company of New York, Inc. CRS No. 5080

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Thatcher Company of New York, Inc. The terms and conditions within the current contract Bid 2023046 Calcium Nitrate will remain the same. This extension will be from the date of Town Board Approval by the Town of Amherst and be effective from December 06, 2024 through June 05, 2025

Funds for this request are available in G9916-4800.

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

Thank you for considering this request.

10/1/2024
Consent

FINANCIAL IMPACT:

Funds for this request are available in G9916-4800 The terms and conditions within the current contract Bid 2023046 Calcium Nitrate will remain the same.

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

AGREEMENT

Let this document stand as an Agreement between Thatcher Company of New York, Inc. and the Town of Amherst permitting the Town of Amherst to extend their existing contract with Thatcher Company of New York, Inc. for an additional six months. Both parties mutually agree that the terms and conditions specified in the executed contract, TOA Bid 2023046 Calcium Nitrate would remain the same. The term of this contract extension will be from December 06, 2024 through June 05, 2025 and effective the date of Town Board approval by the Town of Amherst.

Agreed to and Accepted by:
Thatcher Company of New York, Inc.

By: _____
Signature

Michael T. Mitchell
Printed name

President
Title

Date: September 19, 2024

Agreed to and Accepted by:
TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: Thatcher-Contract Extension (RES-2024-814 : Contract Extension - Bid 2023046 – Calcium Nitrate)

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29484 **RESOLUTION 2024-815** **ADOPTED**

Contract Extension - Bid 2023049 Transportation of Stabilized Sludge Cake & Screenings Stancor LLC CRS No. 5060

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Stancor LLC. The terms and conditions within the current contract Bid 2023049 - Transportation of Stabilized Sludge Cake & Screenings will remain the same. This extension will be from the date of Town Board Approval by the Town of Amherst and be effective from January 04, 2025 through January 03, 2026

Funds for this request are available in G9916-4950.

Thank you for considering this request.

10/1/2024
Consent

FINANCIAL IMPACT:

Funds for this request are available in G9916-4950

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

AGREEMENT

Let this document stand as an Agreement between Stancor LLC and the Town of Amherst permitting the Town of Amherst to extend their existing contract with Stancor LLC. Both parties agree that the terms and conditions specified in the executed contract, TOA Bid 2023049 including addendum 2023049A shall remain the same. The term of this 12-month contract extension will be from Date of Town Board Approval by the Town of Amherst and run from January 04, 2025 through to January 3, 2026.

Agreed to and Accepted by:
STANCOR LLC

By: _____
Signature

NICHOLAS STANTON
Printed name

PRESIDENT
Title

Date: 9/23/2024

Agreed to and Accepted by:
TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: Stancor Agreement Letter (RES-2024-815 : Contract Extension - Bid 2023049)

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29485 **RESOLUTION 2024-816** **ADOPTED**

Contract Extension - Bid 2023049 Transportation of Stabilized Sludge Cake & Screenings Modern Disposal Services, Inc. CRS No. 5059

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Modern Disposal Services, Inc. The terms and conditions within the current contract Bid 2023049 - Transportation of Stabilized Sludge Cake & Screenings will remain the same. This extension will be from the date of Town Board Approval by the Town of Amherst and be effective from January 04, 2025 through January 03, 2026

Funds for this request are available in G9916-4950.

Thank you for considering this request.

10/1/2024
Consent

FINANCIAL IMPACT:

Funds for this request are available in G9916-4950

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

AGREEMENT

Let this document stand as an Agreement between Modern Disposal Services, Inc. and the Town of Amherst permitting the Town of Amherst to extend their existing contract with Modern Disposal Services, Inc. Both parties agree that the terms and conditions specified in the executed contract, TOA Bid 2023049 including addendum 2023049A Transportation od Stabilized Sludge Cake, Grit & Screenings shall remain the same. The term of this 12-month contract extension will be from Date of Town Board Approval by the Town of Amherst and run from January 04, 2025 through to January 3, 2026.

Agreed to and Accepted by:
MODERN DISPOSAL SERVICES, INC.

By: _____
Signature

Derek Veenhof
Printed name

CEO
Title

Date: 09/10/24

Agreed to and Accepted by:
TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: Modern Agreement Letter (RES-2024-816 : Contract Extension Modern Disposal Services, Inc.)

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Town Clerk
DOC ID: 29449

COMMUNICATION 2024-80 **REFERRED**

Notice of Claim: Urszula Zimmerman Vs. Town of Amherst

10/1/2024
Referred to Attorney

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

Notice of claim

09/18/2024

On 09/16/2024 my legally parked vehicle was hit by a vehicle owned by the Town of Amherst highway department. I am submitting a claim against the Town of Amherst for the damage to my vehicle and loss of use of my vehicle.

Please see the attached police report and estimate for damages. I'm not sure what it will cost to rent a vehicle while my car is being repaired.

Please contact me with any questions.

Thanks,

Urszula Zimmerman
50 Emerson Dr
Amherst, NY 14226

SEP 19 2024 AM9:51

Attachment: DOC091924-09192024112748 (COM-2024-80 : Notice of Claim: Urszula Zimmerman Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Town Clerk
DOC ID: 29471

COMMUNICATION 2024-81

REFERRED

Notice of Claim: Nancy Kidder & Richard Kidder Vs. Town of Amherst

10/1/2024
Referred to Attorney

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

In the Matter of the Claim of

NANCY KIDDER
and RICHARD KIDDER

Claimants,

- against -

NOTICE OF CLAIM

TOWN OF AMHERST

Respondent.

TO: TOWN OF AMHERST

PLEASE TAKE NOTICE, that NANCY KIDDER and RICHARD KIDDER, have and hereby make claim against TOWN OF AMHERST, and in support of said claim states the following:

1. The Post Office address of the claimants is

2. The post office address of the Claimant's attorneys, PENBERTHY LAW GROUP LLP, is 227 Niagara Street, City of Buffalo, State of New York.

3. The claim of NANCY KIDDER and RICHARD KIDDER is for property and personal injury losses, including without limitation, mental anguish, and for consequential damages generally.

4. The claim arose at or near 111 North Maplemere Road, in the Town of Amherst, in the County of Erie and State of New York.

5. Upon information and belief, Respondent TOWN OF AMHERST had a roadway constructed containing a metal gate, which on the aforementioned date, was not

SEP 24 2024 PM 1:51

Attachment: DOC092424-09242024135824 (COM-2024-81 : Notice of Claim: Nancy Kidder & Richard Kidder Vs. Town of Amherst)

properly fastened, and while swinging loosely in the roadway, caused substantial damage to Claimants' vehicle when said gate impaled Claimants' vehicle.

6. Upon information and belief, the aforementioned gate was owned and constructed by TOWN OF AMHERST, and managed, controlled, operated by employees and/or agents of Respondent TOWN OF AMHERST.

7. The claim arose in substance as follows: On or about June 27, 2024 at approximately 6:30am Claimant Nancy Kidder was operating Claimants' vehicle, a 2019 Toyota, near the roadway of N. Maplemere Road, close to the location of 111 N. Maplemere Road, Amherst, New York when a metal swing gate of Respondent's caused significant damage to Claimants when it impaled the subject vehicle.

8. Photographs identifying the metal gate and roadway described above are attached hereto as **Exhibit A**.

9. Upon information and belief, the incident herein described and the resultant injuries and damages sustained were caused as a result of the negligence, carelessness, recklessness and/or unlawful conduct on the part of the agents, servants and/or employees of TOWN OF AMHERST.

10. Upon information and belief, as a result of the aforesaid incident, the claimants, NANCY KIDDER and RICHARD KIDDER, sustained significant losses to their vehicle; Claimant NANCY KIDDER was painfully injured; sustained pain and suffering and shock to her nerves and nervous system. Upon information and belief, these injuries will result in permanent defects.

Attachment: DOC092424-09242024135824 (COM-2024-81 : Notice of Claim: Nancy Kidder & Richard Kidder Vs. Town of Amherst)

WHEREFORE, Claimants requests that Respondent TOWN OF AMHERST honor and pay the claim on behalf of NANCY KIDDER and RICHARD KIDDER.

DATED: Buffalo, New York
September 12, 2024

PENBERTHY LAW GROUP LLP

By:
BRITTANYLEE PENBERTHY, ESQ.
Attorneys for Claimants
Office and P.O. Address
227 Niagara Street
Buffalo, New York 14201
(716) 803-8402

Attachment: DOC092424-09242024135824 (COM-2024-81 : Notice of Claim: Nancy Kidder & Richard Kidder Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 10/01/24 07:00 PM
Department: Town Clerk
DOC ID: 29492

COMMUNICATION 2024-82

REFERRED

Notice of Claim: Nicole Lancellotti and Joseph Lancellotti Vs. Town of Amherst

10/1/2024
Referred to Attorney

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

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

NICOLE LANCELLOTTI
and JOSEPH LANCELLOTTI

Claimants

NOTICE OF CLAIM

vs.

TOWN OF AMHERST

TO: TOWN OF AMHERST, NEW YORK
Town Clerk
5583 Main St.
Williamsville, NY 14221

PLEASE TAKE NOTICE that the Claimants herein make a claim and demand against the Town of Amherst, New York as follows:

1. **The name and post office address of the claimants and their attorney is**:

Nicole Lancellotti and
Joseph Lancellotti

Schwendler Doolittle Law Group, PLLC
1207 Delaware Avenue, Ste.222
Buffalo, NY 14209

2. **The nature of the claim**: Action for recovery of damages due to personal injuries sustained by the claimant, Nicole Lancellotti, caused by the wrongful, negligent acts of the Town of Amherst, its agents, servants and/or employees in their design, construction, and maintenance of the playground equipment located on the Town's property known as Billy Wilson Park, 1290 Hopkins Rd., Williamsville, NY

SEP 25 2024 PM1:37

Attachment: DOC092524-09252024135643 (COM-2024-82 : Notice of Claim: Nicole Lancellotti and Joseph Lancellotti Vs. Town of Amherst)

14221, thereby creating a dangerous condition of which it had actual notice and/or constructive notice.

3. **The Time, Place and Manner in which Claim Arose**: The time of the happening of the accident in which said injuries were sustained and the time when the claim arose was on or about June 27, 2024, between the hours of 11:00 a.m. and 12:00 p.m. Upon information and belief, the accident occurred when the claimant, Nicole Lancellotti while exiting a piece of equipment (see attached photograph) tripped over an unmarked, elevated lip causing her to trip and fall to the ground.

4. **Injuries and Items of Damage**: As a result of the fall, Claimants hereby claim and demand from the Town of Amherst monetary damages for the medical expenses, lost wages and injuries sustained by Claimant, Nicole Lancellotti including but not limited to pain and suffering, mental and emotional distress, loss of enjoyment of life, and permanency of injuries resulting from fractures of the left talus, torn ligaments, tendons and cartilage, damage to her left ankle. As claimant, Nicole Lancellotti, is still undergoing treatment we are not yet in possession of her medical records or fully informed of all the injuries she has sustained and will endure as a result of the primary injury.

As a result of the injuries described, Claimant Nicole Lancellotti has incurred medical expenses the extent of which is presently unknown for diagnostic testing, medical treatment and physical therapy, and Claimant will, upon information and belief, continue to incur medical and significant living expenses in the future as well as lost

Attachment: DOC092524-09252024135643 (COM-2024-82 : Notice of Claim: Nicole Lancellotti and Joseph Lancellotti Vs. Town of Amherst)

wages as Claimant Nicole Lancellotti has not returned to work since the happening of this fall.

As a result of the injuries sustained by his wife, Claimant Joseph Lancellotti has sustained derivative damages in the nature of loss of his wife's services, society and consortium and will continue to sustain such losses in the future as his wife continues to recover from her injuries.

NICOLE LANCELLOTTI

JOSEPH LANCELLOTTI

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

Nicole Lancellotti, being duly sworn, deposes and says that deponent is the Claimant and knows the within action; that deponent has read the foregoing Notice of Claim and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true.

Nicole Lancellotti

Sworn to before me this
21st day of September, 2024.

Notary Public
LAURA C. DOOLITTLE
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Feb. 16, 20 27

Attachment: DOC092524-09252024135643 (COM-2024-82 : Notice of Claim: Nicole Lancellotti and Joseph Lancellotti Vs. Town of Amherst)